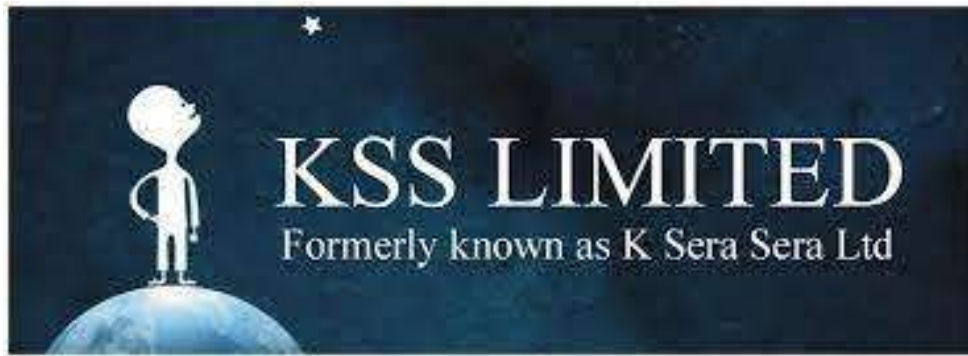

KSS LIMITED
(COMPANY UNDERGOING CIRP)

INVITATION FOR EXPRESSION OF INTEREST (EOI)



Name of RP	<i>IP Dharmendra Dhelariya</i>
IP Registration No	<i>IBBI/IPA-001/IP-P00251/2017-18/10480</i>
Address	<i>B-605, Titanium Square, Thaltej Cross Road, Thaltej, Ahmedabad – 380 054</i>
E-mail	cirp.kssltd@gmail.com
Mobile No.	<i>079-40061987</i>

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DISCLAIMER

This document named “Invitation for Expression of Interest (EOI)” is formulated by the Resolution Professional. The purpose of this document is to assist the recipient in deciding whether they wish to proceed with participating in the EOI process, having regard to the nature and size of the business under consideration. Then there are eligibility criteria fixed by the Committee of Creditors of the Corporate Debtor and there are also ineligibility criteria as per the provisions of IBC, 2016 and the CIRP Regulations. These provisions are provided in order to assist the recipient in examine the meeting of eligibility criteria before taking a decision on the participation in the EOI process.

The information contained herein is not intended to form the basis of any investment decision by a prospective resolution applicant. Interested parties should carry out their own investigations and analysis of the Corporate Debtor and of the data referred to in this Detailed Invitation to EOI and should consult their own advisers before submitting an EOI. Neither this document, nor anything contained herein, should form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever.

The information contained/disclosed in the Detailed Invitation to EOI is as provided by the Corporate Debtor and the stake-holders of the Corporate Debtor. No representation or warranty, express or implied, is given by the Corporate Debtor or the stake-holders, any of its officers, employees or its agents to the Resolution Professional as to the accuracy, authenticity or completeness of the contents of this Detailed Invitation to EOI or any other document or information supplied, nor is any such party under any obligation to update the information or correct any inaccuracies or omissions in it which may exist or become apparent. This document should not be considered as a recommendation by the Corporate Debtor or any stake-holders, any of its officers, employees or its agents, or the Resolution Professional to invest in the Corporate Debtor and each prospective applicant must make its own independent assessment of the merits or otherwise of investing in the corporate debtor.

Further note that all the sections and regulations mentioned herein are also available at <https://www.ibbi.gov.in/> for further perusal or clarity.

No responsibility or liability is accepted for any loss or damage arising whatsoever that you may suffer as a result of the information contained herein and any and all responsibility and liability is expressly disclaimed by the Resolution Professional and its officers and employees.

BACKGROUND OF THE CORPORATE DEBTOR

A-1: PARTICULARS AS PER MCA SITE:

Registered Address	Unit No. 101A, 1st Floor, Plot No. B-17 Morya Landmark II, Andheri (West) Mumbai City Maharashtra-400053 In
Business Address	Unit No. 101A, 1st Floor, Plot No. B-17 Morya Landmark II, Andheri (West) Mumbai City Maharashtra-400053 In
Date of Incorporation	06 th September, 1995
Type of Entity	Public Limited Indian Non-Government Company
Listing Status	Listed
Website	https://kserasera.com/
Email	cs@kserasera.com
CIN	L22100MH1995PLC092438
PAN	AAACG5103D
Paid Up Capital	Rs. 2,13,58,75,000
Authorized Capital	Rs. 75,00,00,000
Sum of Charges	--
E-Filing Status	Active
CIRP Status	Under Corporate Insolvency Resolution Process
Active Compliance	Active Compliant
Date of Last AGM	27 th September, 2022

A-2: DETAILS ABOUT THE CORPORATE DEBTOR

KSS Limited (KSSL) is listed Company and listed with both the National Stock Exchange as well as Bombay Stock Exchange. As per its Memorandum of Association, the Corporate Debtor was incorporated to carry on the business of manufacturing, producing, reproducing, formulating, processing, designing, refining, finishing, recovering, extracting, buying, selling, exporting, importing, transporting, transmitting, distributing, consulting, hiring, renting, mixing, editing, dubbing, sound recording, shooting or otherwise dealing in all kinds of motion pictures, still pictures, films, T.V. Serials, Advertisement films, Music albums, audio, micro processor based system, digital product, communication equipments, process control equipment, instrumentation, electronic equipments, wireless transmitting and receiving sets, televisions, radios, broadcasting and receiving sets, tapes, wire records, sound recording, processing and reproducing apparatus, record changers, cassettes, dics, rolls, devices, accessories, appliances, materials and requisite of every kind whereby sound or vision is recorded, amplified, produced, reproduced, transmitting or received.

The brief particulars of the invitation for Expression of Interest (“EOI”), published in accordance with Regulation 36A(2) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016 in relation to the timelines for submission of Expression of Interest are set out below:

Sr. No.	Particulars	Date
1	Insolvency Commencement Date	24 th January, 2023
2	Date of publication of invitation for expression of interest	25 th March, 2023
3	Last date for submission of expression of interest	09 th April, 2023

TRANSACTION PROCESS

The transaction process for the Corporate Debtor as aforesaid shall follow the following steps:

- (a) Submission of EoI(s) along with all relevant documents (as per formats provided in this document) by Prospective Resolution Applicants (“PRAs”) (09th April, 2023)
- (b) Shortlisting of eligible PRAs (“Eligible PRAs”) by the Resolution Professional (“RP”)
- (c) Issue of provisional list of Eligible PRAs (“Provisional List”) (19th April, 2023)
- (d) Objections to Provisional List to be submitted (24th April, 2023)
- (e) Circulation of Information Memorandum (“IM”), Evaluation Matrix (“EM”) and Request for Resolution Plan (“RFP”) (11th May, 2023)
- (f) Issuance of final list of Eligible PRAs (“Final List”) to the CoC (04th May, 2023)
- (g) Submission of Resolution Plan(s) by RAs along with and all relevant documents to be specified in the RFP document (on or before 08th June, 2023)

INVITATION FOR EXPRESSION OF INTEREST:

- a. EoI in the format set out in **Annexure ‘A’** is invited in a plain sealed envelope labelled “Expression of Interest for KSS Limited”.
- b. Applicants must meet the Eligibility Criteria set out as **Annexure ‘B’**.
- c. Applicants must submit the EoI along with the supporting documents set out as **Annexure ‘C’**.
- d. Applicants must submit the details set out in **Annexure ‘D’**.
- e. Applicants (including consortium members) must submit the confidential undertaking set out in ‘**Annexure E**’
- f. Applicants must submit the power of attorney set out in ‘**Annexure F**’ in case applicants constitute a consortium.
- g. A soft copy of EoI along with annexures stated above shall be mailed to: cirp.kssltd@gmail.com
- h. Applicant shall submit the plain sealed envelope containing a complete set of the documents for the EoI in hard copy stated above, to the below mentioned address by speed post/ registered post or by hand delivery to an authorised representative of the resolution professional.
- i. EoIs not fulfilling the above conditions are liable to be disqualified without any further communication.

NOTE:

- 1) The Resolution Professional (“RP”) and the Committee of Creditors (“CoC”) have the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.
- 2) The RP and the CoC reserve the right to withdraw the invitation for EoI and change or vary any part thereof at any stage and also reserve the right to disqualify any potential bidder, without assigning any reason and without incurring any liability, should it be so necessary at any stage.
- 3) No oral conversations or agreements with the RP, advisor to the RP or any official, agent or employee of the RP, the Company or any member of the CoC shall affect or modify any terms of this invitation for EoI.
- 4) Neither the PRAs nor any of representatives of the PRAs shall have any claims whatsoever against the RP or any member of the CoC or any of their directors, officials, agents, advisors or employees arising out of or relating to this invitation for EoI.
- 5) By submitting an EoI, each PRA shall be deemed to acknowledge that it has carefully read the entire invitation for EoI and has fully informed itself as to all existing conditions and limitations.

Sd/-

IP Dharmendra Dhelariya
Resolution Professional
KSS Limited

(Company undergoing Corporate Insolvency Resolution Process)

Email: cirp.kssltd@gmail.com

IP Registration No.: IBBI/IPA-001/IP-P00251/2017-18/10480

AFA Number: AA1/10480/02/290224/105506

AFA valid upto 29/02/2024

Office of RP:

B-605, Titanium Square,
Thaltej Cross Road,
Thaltej, Ahmedabad – 380 054

ANNEXURE A

FORMAT OF EXPRESSION OF INTEREST

[On the letter head of the entity/ lead member submitting the EoI]

Date: _____

IP Dharmendra Dhelariya
Resolution Professional for
KSS Limited

B-605, Titanium Square,
Thaltej Cross Road,
Thaltej, Ahmedabad – 380 054

E-mail ID: cirp.kssltd@gmail.com

Subject: Expression of Interest (“EoI”) for submitting Resolution Plan for KSS Limited (“Corporate Debtor”) undergoing Corporate Insolvency Resolution Process (“CIRP”).

Dear Sir,

In response to the public advertisement dated 25th March, 2023 (“Advertisement”) inviting EoI for submission of resolution plans for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”), we confirm that we have understood the eligibility criteria mentioned in Annexure B to the invitation for EoI and meet the necessary threshold and criteria mentioned therein and submit our EoI for submission of a resolution plan for the Corporate Debtor (“Resolution Plan”).

- a) Along with our EoI, we have also provided information and documents as required under the invitation for EoI in the prescribed formats.
- b) We further undertake that the information furnished by us in this EoI and Annexures is true, correct, complete, and accurate and we agree and acknowledge that:
- c) the EoI and all its contents will be evaluated by the Resolution Professional (“RP”) (on behalf of the Committee of Creditors (“CoC”) of the Corporate Debtor to determine our eligibility to submit a Resolution Plan;
- d) the RP/ CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EoI submitted by us without assigning any reason/without any liability whatsoever;
- e) the RP/ CoC reserve the right to request for additional information or clarification(s) from us for the purposes of the EoI and we shall promptly comply with such requirements. Failure to address the queries of the RP to his satisfaction or our non-responsiveness may lead to rejection of our EoI;
- f) Meeting the qualification criteria set out in EoI alone does not automatically entitle us to participate in the process;
- g) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting our/consortium’s (or any of its members) eligibility or ability to submit a Resolution Plan shall be intimated immediately;

h) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and do not suffer from any legal disability to be promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and regulations and guidelines of the Securities and Exchange Board of India.

Yours Sincerely,

On behalf of [Insert the name of the entity submitting the EoI]

Signature:

Name of the signatory:

Designation:

Name of the entity:

Seal/Stamp of the entity (if any)

- *In case EoI is from a consortium Applicant, it shall be signed by each member of the Consortium.*
- *The person signing the EoI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.*

ANNEXURE B

ELIGIBILITY CRITERIA

The Minimum Criteria for the prospective Resolution Applicants of the corporate debtor KSS Limited is provided as under:

Sr.No.	Eligibility	Criteria
1	Individual/Firm/ Private Limited Company/ LLP/ Body Corporate	Minimum net worth of Rs. 5 Crores as on 31st March, 2022
OR		
2	Consortium of Individual/Firm / Private Limited / Public Limited / LLP / Body Corporate along with a Co-applicant.	Minimum net worth of Rs. 5 Crores as on 31st March, 2022
OR		
3	Financial Institutions / Funds / PE Investors /NBFCs / Asset Reconstruction Company / Any other applicants	Minimum Assets Under Management (AUM) of Rs. 100 Crores as on 31 st March, 2022
AND		
4	Prospective Resolution Applicant shall not be an ineligible person as prescribed under Section 29A of the Insolvency and Bankruptcy Code, 2016.	
AND		
5	Along with the Expression of Interest (EOI) the prospective Resolution Applicant shall provide an earnest money deposit (EMD) of Rs. 5 Lakhs (Refundable if Resolution Plan is not accepted). The amount of EMD shall be submitted along with the EOI by way of demand draft / pay order of a scheduled bank in favor of the Corporate Debtor KSS LIMITED (IN CIRP)" payable at Ahmedabad or by direct bank credit through RTGS/NEFT into the Bank Account No. _____ with (____name of the Bank and Branch____), , (IFSC Code: _____).	

All the members of the consortium shall be jointly and severally responsible for legal compliance and compliance with the terms of the invitation for EoI, the RFP and the Resolution Plan.

RP & CoC reserve the right to request further information for the purpose of determining eligibility and qualification of PRAs at any stage.

ANNEXURE C

DOCUMENTS TO BE SUBMITTED ALONG WITH EOI

Sr. No.	Strategic Investor	Financial Investor
1.	Profile of the PRA (As per Annexure D)	Profile of the PRA (As per Annexure D)
2.	Copies of Certificate of Incorporation/Registration and Constitutional Documents (such as Memorandum of Association, Article of Association)	Copies of Certificate of Incorporation/Registration and Constitutional Documents (such as Memorandum of Association, Article of Association)
3.	Audited financial statement at the end of the immediately preceding completed financial year, but not earlier than 31 st March, 2022.	Audited financial statement at the end of the immediately preceding completed financial year, but not earlier than 31 st March, 2022.
4.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation/registration of the entity certifying tangible net worth as at end of last 3 financial years and committed funds not earlier than as at 31 st March, 2022.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the entity certifying AUM as at end of last 3 financial years and committed funds not earlier than as at 31 st March, 2022.
5.	Undertaking duly executed on stamp paper (As per Annexure E)	Undertaking duly executed on stamp paper (as per Annexure E)
6.	Affidavit by each SI confirming that the entity is not ineligible to participate in the corporate insolvency resolution process under section 29A of the Code.	Affidavit by each FI confirming that the entity is not ineligible to participate in the corporate insolvency resolution process under section 29A of the Code.

In case of a consortium:

- *Power of attorney in the form set out in Annexure G must be submitted in case of a consortium.*
- *The above documents including certificates are required for each of the consortium members.*

ANNEXURE D

DETAILS OF POTENTIAL RESOLUTION APPLICANT

[Note: In case of consortium, the details set out below are to be provided foreach of the members]

1. **Name and address:**
 - a. Name of the firm/ company/ organisation/partnership sole individual:
 - b. Address:
 - c. Telephone No:
 - d. Fax:
 - e. Email:
2. **Date of Establishment/ Date of Birth (for sole individual):**
3. **Core Area of Expertise and also provide the Experience in the field of CD:**
4. **Contact Person:**
 - a. Name:
 - b. Designation:
 - c. Telephone No:
 - d. Email:
5. **Experience of the Company in the relevant sector.**
6. **List of Connected parties and confirm they are eligible/not eligible under clauses (a) to (i) of Section 29A of The Insolvency and Bankruptcy Code, 2016**
7. **Net worth of the Company as on 31.03.2022 (Certified by CA):**
8. **Turnover of the Company as on 31.03. 2022 (Certified by CA):**

ANNEXURE E

AFFIDAVIT BY RESOLUTION APPLICANT (On stamp paper and to be notarized)

To,

IP Dharmendra Dhelariya
Resolution Professional for
KSS Limited

B-605, Titanium Square, Thaltej Cross Road,
Thaltej, Ahmedabad – 380 054

Subject: Affidavit under Section 29 of the Insolvency and Bankruptcy Code, 2016 (IBC) And Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) to maintain confidentiality

This Agreement sets out the fundamental principles of confidentiality which prospective resolution applicant is required to comply with in the ongoing Corporate Insolvency Resolution Process (“CIRP”).

I/We understand that:

1. Corporate Insolvency Resolution Process (CIRP) has been initiated for M/s KSS Limited (Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016 (IBC), by an order of National Company Law Tribunal (NCLT) Mumbai Bench vide Order No. CP (IB) 748 of 2022 dated 24th January, 2023. Vide the same Order, Mr. Dharmendra Dhelariya was appointed Interim Resolution professional, who continued as Resolution Professional by approval of the CoC in their first meeting for M/s KSS Limited.
2. On passing of the above referred order by the NCLT, the board of directors of M/s KSS Limited stand suspended and the powers of its board of directors now vest with the Resolution professional (IRP) for M/s KSS Limited.
3. It is the duty of the Interim Resolution Professional/Resolution Professional under the IBC to prepare an information memorandum (IM) of the corporate debtor, in this case, M/s KSS Limited, and invite the potential / prospective resolution applicants to submit resolution plan (s).

I/ We hereby declare and undertake as under:

1. Pursuant to the invitation by the Resolution Professional to prospective resolution applicant(s) to submit resolution plans, we are interested in submitting a resolution plan (bid / proposal) to the Resolution Professional.
2. We require a copy of the Information Memorandum of M/s KSS Limited, and other relevant Information / additional information in physical and electronic form, relating to M/s KSS Limited, that may be necessary to submit a resolution plan for KSS Limited, by us, either directly or through our affiliates (Transaction). We note, understand and acknowledge that:
 - i. Information Memorandum of M/s KSS Limited, has been prepared in terms of Section 29 read with the relevant regulations framed under the IBC. Information

Memorandum is confidential document and is made available to the resolution applicant only after obtaining undertaking of confidentiality as required under Section 29 of the Insolvency and Bankruptcy Code, 2016 and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) only for the purpose of the Transaction;

- ii. Information Memorandum has been prepared on the basis of the information provided by the management of M/s KSS Limited and its creditors. The Resolution Professional is sharing the Information Memorandum for information purposes only. No representation or warranty, express or implied, is given by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors or agents (unless specifically mentioned under the provisions of the IBC) as to the accuracy or completeness of the contents of this IM or any other document or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein;
 - iii. Information Memorandum may be updated from time to time till such resolution plan is approved by the committee of creditors of M/s KSS Limited.
 - iv. Other additional information relating to M/s KSS Limited, may be necessary for the Transaction;
 - v. Any additional or supplementary information or clarification besides the IM, including those provided by way of emails or on telephone provided to us by the Resolution Professional or his team members, including legal advisors are also confidential in nature and shall be construed as a part of the IM.
3. The IM, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Resolution Professional or his team members, including advisors is referred as **“Confidential Information”**.
4. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the Information Memorandum as mandated by the IBC and CIRP Regulations.
5. In terms of Section 29A of the Insolvency and Bankruptcy Code, 2016 and Regulation 36A of the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations, 2016 as amended from time to time, we agree and undertake that the Expression of Interest submitted herewith is unconditional and that:
- a. We meet the criteria specified by the committee under clause (h) of sub-section (2) of section 25;
 - b. We enclose/provide relevant records in evidence of meeting the criteria under clause (a);
 - c. We do not suffer from any ineligibility under section 29A to the extent applicable;
 - d. We enclose/provide relevant information and records to enable an assessment of ineligibility under clause (c);

- e. We shall intimate the Resolution Professional forthwith if we become ineligible at any time during the corporate insolvency resolution process;
 - f. 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 us ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
 - g. We shall maintain confidentiality of the information 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.
- b) We agree to comply with the requirement under Section 29(2) of IBC
- c) In terms of Section 29(2) of the IBC, to
- i. Comply with provisions of law for time being in force relating to confidentiality and insider trading;
 - ii. Protect any intellectual property and confidential information of M/s KSS Limited, and its subsidiary/associate company(s) we may have access to; and (mentioned in the Confidential Information);
 - iii. Not to share this information/relevant information with any third party unless clauses (i) and (ii) above are complied with.
- d) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our affiliates (including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including, without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our “Representatives”) who need to know such Confidential Information for the purpose of the Transaction provided, that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. 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 you.
6. We accept and acknowledge that the Confidential Information has been developed or obtained by M/s KSS Limited, through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of M/s KSS Limited, which provides M/s KSS Limited, with a significant competitive advantage, and needs to be protected from improper disclosures. 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 Transaction. Accordingly, we agree and undertake to direct our Representatives to:
- a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including M/s KSS Limited, or any of its creditors and stakeholders.

- b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.
- c) Use Confidential Information solely for the purpose of transaction and not for any other purpose.

7. I/ We hereby further declare and undertake as under:

- a) the confidential information shall be kept confidential by the us and shall be used solely as allowed under the Insolvency and Bankruptcy Code, 2016;
- b) shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading;
- c) shall protect any intellectual property of the corporate debtor it may have access to;
- d) the confidential information may only be disclosed to and shared with any employees or third parties by the resolution applicant, in accordance with applicable laws, including in relation to confidentiality and insider trading, and 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 resolution applicant binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this confidentiality undertaking;
- e) shall take all necessary steps to safeguard the privacy and confidentiality of the information and shall use its best endeavors to secure 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 corporate debtor,
- f) shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution professional for any loss, damages and costs incurred by the resolution professional due to such breach of obligations by the resolution applicant or any person acting on its behalf.
- g) shall inform the resolution professional for any known or suspected breach of the confidentiality, error omission or misrepresentation occurred in the process or into the Information Memorandum so submitted, immediately upon having knowledge or having reasonable reason to believe that such breach or misrepresentation might have occurred. Communication of such exceptions by resolution applicant by no means reduces his professional, legal or any of the responsibility mentioned in this document but serves an opportunity to mitigate the potential loss which may likely to occur due to such divulgation by the users of the report.

8. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as confidential information;

- a) information is or becomes publicly available to us without breach of obligations as set out herein;
 - b) information which, after disclosure to us becomes publicly available and accessible without violation of applicable laws or a breach of this confidentiality undertaking;
 - c) prior to its disclosure in connection with the information, was already in our possession (other than such information made available by the Resolution Professional at any time during the corporate insolvency resolution process of KSS Limited which information shall be construed as Confidential Information and shall be bound by the terms of this confidentiality undertaking);
 - d) is or has been developed independently by us without reference to or reliance on the Confidential Information disclosed under this undertaking of confidentiality;
 - e) information was or becomes available on a non-confidential basis from a source that is not known by us to be prohibited from disclosing such information by any contractual, legal, or fiduciary obligation;
 - f) information that is required to be disclosed by us (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however the resolution applicant should use its best endeavors to provide prior intimation of such disclosure to the Resolution Professional.
9. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room, if any.
10. We 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 confidential information separate from its own confidential information.
11. We understand and undertake, in the event of abandonment of the resolution plan submission process and non-submission of the resolution plan; or not being shortlisted for the submission of the resolution plan; or resolution plan not qualifying for being placed before the CoC; or the CoC rejecting the resolution plan; or the NCLT not approving the resolution plan; or in the event the Resolution Professional calls upon us in writing to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or its representatives, without retaining a copy thereof, in electronic or any other form.
12. This undertaking of confidentiality condition shall remain valid for a period of three (3) years after it is executed, irrespective of whether we are shortlisted for the next phase of inviting binding bids or not or whether the resolution plan submitted by us is placed before the committee of creditors or not or whether it is approved by the committee of creditors or not and even after completion of the corporate insolvency resolution process.

13. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or M/s KSS Limited, or CoC shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard its interest under undertaking of confidentiality.

I/We accept and agree above terms.

Signature

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

Note: If the EoI is by a consortium, each member of the consortium must submit this undertaking.

ANNEXURE F

POWER OF ATTORNEY FOR NOMINATION OF LEAD CONSORTIUM MEMBER

(Note: To be on non-judicial stamp paper of appropriate value as per applicable law relevant to place of execution. Where the entity providing Power of Attorney is in jurisdictions outside India, kindly provide appropriate opinion on enforceability in India, and the relevant jurisdictions.)

Whereas,,, and , (collectively the "Consortium") being Members of the Consortium are interested submitting an Expressions of Interest ("EoI") for the submission of resolution plan under corporate insolvency resolution process ("CIRP") for KSS Limited. (the "Corporate Debtor"); and

Whereas, it is necessary for the Members of the Consortium to designate one of entities as the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with or incidental to the submission of EoI for the submission of resolution plan under CIRP for the Corporate Debtor.

Know all persons by these presents, We M/s having our registered office at, M/s....., having our registered office at, M/s., having our registered office at, and M/s....., having our registered office at, (hereinafter collectively referred to as the "Consortium Members") do hereby irrevocably designate, nominate, constitute, appoint and authorize [M/s] having its registered office at, being one of the members of the consortium as the Lead Consortium Member and true and lawful attorney of the consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney to do on our behalf and on behalf of the consortium, all or any of such acts, deeds or things as may be necessary in connection with or incidental to the submission of the EoI and participation in the CIRP of the Corporate Debtor or any other document as may be required under or pursuant to the EoI, including but not limited to signing and submission of the EoI and all other documents in relation to EoI including but not limited to undertakings, letters, certificates, acceptances, clarification, or any other deeds or documents that the resolution professional may require and generally to represent the Consortium in its dealings with the resolution professional and the committee of creditors or any person, in all matters in connection with or relating to or arising out of the EoI or the CIRP.

We hereby ratify all acts, deeds and things done or to be done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Expression of Interest.

In witness where of we the Members of the Consortium above named have executed this power of attorney on this Day of, 2023

Signed by the within named

[Insert the name of the executant entity] through the hand of

.....
(Name, designation and address of the executant)

Duly authorised by the board of [insert name of the executant entity] to issue such Power of Attorney

Dated this day of Accepted

.....Signature of Attorney
(Name, designation and address of the Attorney)

.....
Signature and stamp of Notary of the place of execution or such other requirements as may be relevant in the jurisdiction of incorporation of the entity.

Attested

(Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....passed by the board of the entity providing power of attorney.)

WITNESS:

1.

(Signature)
Name
Designation.....

2.

(Signature)
Name
Designation.....

(To be executed and signed by all the Members of the Consortium)

Notes:

1. The mode of execution of the power of attorney should be in accordance with the procedure laid down by the applicable law in the appropriate jurisdiction and the charter documents of the entity providing the power of attorney (“Principal”) and the same should be under common seal of the executant affixed in accordance with the applicable procedure for entities in India. Further, the authorised person providing the power of attorney shall be duly authorised Principal in this regard.
2. In relation to the foreign parties, kindly ensure that the relevant proceedings as per applicable law is followed, supported by a legal opinion on enforceability in India.
3. The person authorised under this power of attorney, in the case of the Principal being a public company, or a private company which is a subsidiary of a public company, in India in terms of the Companies Act, 2013, with a paid up share capital of more than INR _____ (Indian Rupees _____ only), should be the managing director/whole time director/manager appointed under Section 203 of the Companies Act, 2013. In all other cases, the person authorised should be a director or any other person duly authorised by the Principal.
4. In case of the Principal being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalisation and consularization process shall be duly completed as per the applicable law and the submission should be supported by a legal opinion on enforceability.
5. Also, wherever required, the Principal should submit for verification an extract of the charter documents and documents such as a board resolution/power of attorney, authorising of the person executing this power of attorney for delegation of power hereunder on behalf of the Principal.