

**THE NATIONAL COMPANY LAW TRIBUNAL  
CHANDIGARH BENCH, CHANDIGARH  
(Exercising powers of Adjudicating Authority under  
the Insolvency and Bankruptcy Code, 2016)**

**IA No. 331 of 2021  
In  
CP (IB) No.105/Chd/Hry/2019  
(Admitted)**

**Under Section 30 (6) and 31 of the  
Insolvency and Bankruptcy Code, 2016  
read with Regulation 39(4) of IBBI  
Regulations, 2016**

**In the matter of:**

Mrs. Kusum Chadha Ahuja & Anr. ....Petitioner-Financial Creditors

Versus

C & C Towers Limited ...Respondent-Corporate Debtor

**And in the matter of IA No.331/2021:-**

**Mr. Gaurav Khurana,**  
having his registered office at  
KPMG, Building No. 10, 8th Floor,  
DLF Cyber City,  
Gurugram 122022, Haryana, New Delhi

...Applicant

vs.

**Mahakram Developers Private Limited**  
having its registered office at  
910, Ansal Bhawan, New Delhi-110001

...Respondent No. 1

**Mr. Gurjeet Singh Johar**  
having his registered office at  
11, Club Drive, M.G. Road,  
Ghitorni, New Delhi

...Respondent No. 2

Order delivered on : 19.10.2023

Coram:HON'BLE SHRI HARNAM SINGH THAKUR, MEMBER (JUDICIAL)  
HON'BLE SHRI SUBRATA KUMAR DASH, MEMBER (TECHNICAL)

**Present :-**

**For the Applicant:** : Mr. Aalok Jagga with Mr. APS Madaan and Mr. Arora  
Vishwas Kumar, Advocates for the SRA.

**PER: SUBRATA KUMAR DASH, MEMBER (TECHNICAL)**

**ORDER**

**IA No. 331/2021**

The present application has been filed by Mr. Gaurav Khurana, Resolution Professional of C&C Towers Limited under Section 30(6) and Section 31 (1) of the Insolvency and Bankruptcy Code, 2016 (**'the Code'**), read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 seeking approval of the resolution plan in respect of the C&C Towers Limited (**"the corporate debtor"**). The applicant-Resolution Professional filed the present application on 11.06.2021 for approval of the Resolution Plan, which was approved with a 100% voting share of the Committee of Creditors (**COC**) in its 17th meeting, which was held on 27<sup>th</sup> April, 2021.

2. The Company Petition CP(IB) No.105/Chd/Hry/2019 was filed by the Operational creditor- **MRS. KUSSUM CHADHA AHUJA & ANR**, against the corporate debtor, which was admitted into the Corporate Insolvency Resolution Process (**'CIRP'**) vide order dated 10.10.2019.

3. Mr. Amit Gupta was appointed as an Insolvency Resolution Professional ('IRP'). A Public Announcement in Form A, as mandated by Regulation 6 of the CIRP Regulations, was made by the IRP on 12.10.2019 inviting claims from the creditors of the Corporate Debtor, which was published in 'Financial Express' Delhi Edition in English and 'Jansatta' Delhi Edition in Hindi, 'Financial Express' Chandigarh Edition in English and 'Desh Sewak' Punjab Edition in Punjabi and also uploaded on the website of the Insolvency & Bankruptcy Board of India (hereinafter, "IBBI"). Pursuant to Public Announcement, the IRP received various claims. After verifying and collating the claims and determining the financial position of Corporate Debtor, the IRP constituted the Committee of Creditors as per Section 21(2).

4. The IRP filed the C.A.No. 1168/2019 before this Adjudicating Authority under Section 21 (6A) of the Code for appointment of the Authorized Representative (hereinafter, "AR") for both the classes of real estate allottees and Deposit Holders of the Corporate Debtor. This Adjudicating Authority vide order dated 09.12.2019, was pleased to allow the C.A. No. 1168/2019 filed by the IRP and appoint Mr. Yogesh Kumar Gupta, Insolvency Professional as the AR for the classes of real estate allottees and Deposit holders.

5. The IRP convened the first meeting of the CoC on 07.11.2019, wherein the CoC decided to replace the IRP appointed by Hon'ble Adjudicating Authority and appoint the Applicant, Mr. Gaurav Khurana having Registration No. IBBI/IPA-001/IP-P01282/2018-2019/12001 as the Resolution Professional for the Corporate Debtor. Vide order dated

02.12.2019 and the Applicant was appointed as the Resolution Professional of the Corporate Debtor.

6. The shares of the members of CoC is as under:

Name of the financial creditor	Amount claimed (INR)	Amount admitted (INR)	Percentage of voting share (%)	Voting for Resolution Plan (Voted for/Dissented /Abstained)
Edelweiss Asset Reconstruction Company Limited	2,899,491,749	2,887,713,988	58.94%	Voted For
Punjab & Sind Bank	445,820,620	441,836,174	9.02%	Voted For
Allottees	573,733,682	427,721,861	8.73%	Dissented
Deposit Holders (Investors)	1,225,716,866	1,142,355,427	23.32%	Dissented

7. The fair value and the liquidation value of the corporate debtor is as under:-

Sr. No.	Name of Valuer	Fair Value(INR)	Liquidation Value (INR)
1.	Puneet Tyagi, Dharam Pal Bhatia, Gunjan Agarwal	1,074,397,259	5,16,614
2.	GAA Advisory LLP	1,313,500,000	NIL

8. In pursuance to a direction of this Bench in the course of the present proceedings, a short note was filed vide Diary No.00129/6 dated 28.08.2023 in the related IA No. 179/2022. It clarified that the fair and the liquidation

value of the corporate debtor was provided by the valuers envisaging the scenario of the corporate debtor firstly as a non-going concern and then as a going concern due to the termination of the concession agreement. Both the valuations as submitted in the tabular format by the applicant is extracted below:

Category of Assets	Fair value		Average Fair Value	Liquidation Value as a Going Concern		Average Liquidation Value	Liquidation Value due to termination of Concession Agreement		Average Liquidation Value
	Valuer I	Valuer II		Valuer I	Valuer II		Valuer I	Valuer II	
PPE, CWIP & Intangible Assets	130.76	107.44	119.40	78.37	72.06	75.22	Nil	Nil	0.03
Financial Assets	0.59			Nil				0.05	
Land & Building	Nil			Nil				Nil	
Grand Total	131.35	107.44	119.40	78.37	72.06	75.22	Nil	0.05	0.03

8.1 In the course of the present proceedings the resolution professional was asked to clarify on the valuation aspect as the corporate debtor is treated as a going concern subsequent to the withdrawal of the termination notice by GMADA. The RP has clarified that in the Resolution Plan, the Corporate Debtor is not treated as a going concern under legal advice. This submission, however, is not tenable as the Resolution Plan is premised on the fact that the Corporate Debtor is a going concern and

therefore, this Bench directs the liquidation value to be taken at Rs. 75.22 crores treating the Corporate Debtor as a 'going concern'.

8.2 Further, with regard to payment to creditors, the short written submission filed vide e-filing No. 040115006992021 dated 17.10.2023, it is clarified that, *"Without prejudice to the above, it is a matter of record that the total admitted secured financial debt due to institutional financial creditor from the Corporate Debtor aggregates to INR 332.95 crore (page 475 @ page 477 clause 1 of revised Form H filed with affidavit dated 31.05.2023 filed vide diary no 00699/9 dated 02.06.2023) and thus whether the liquidation value is taken at INR 75.22 crore (as a going concern) or at INR 0.03 crore (not as a going concern due to termination of the Concession Agreement), the same does not make any difference in so far the liquidation value payable to the dissenting unsecured financial creditors in class in terms of Section 30(2) of the Code is concerned as for them the liquidation value payable remain as NIL on account of the fact that in either of the scenarios, the liquidation value is not sufficient to satisfy the claims of secured financial creditors of the Corporate Debtor in terms of the waterfall mechanism under Section 53 of the Code"*.

9. This Adjudicating Authority vide its order dated 21.02.2023 in IA 1055/2022 to IA 1059/2022 and IA 1243/2022 filed by certain claimants for acceptance of belated claims filed by them beyond timelines prescribed under the Code directed as below:

*"...26. In view of the aforementioned discussion, we dispose of these Applications with the following directions:*

*(1) 11.1 The Resolution Professional shall provide all details of allottees/Retail investors along with their claims as reflected in the record of the Corporate Debtor, who had not filed their claims,*

*including the Applicants to the Resolution Applicant within a period of one month from today.*

*(2) The Resolution Applicant shall prepare an addendum on the basis of information as submitted by Resolution Professional and place the same before the CoC within a further period of one month.*

*(3) The CoC shall consider the addendum in its meeting, and the decision of the CoC on the Information Memorandum and addendum, along with revised Form H, be placed before the Adjudicating Authority. The CoC shall take the decision in its meeting within a period of one month from the date of submission of the addendum by the Resolution Applicant.*

*(4) The same addendum be placed on record before this Adjudicating Authority to be tagged to the Resolution Plan filed in IA No. 331/2021, pending for approval as of date.*

*27. In the result, the above applications i.e., IA Nos.1055/22, 1056/22, 1057/22, 1058/22, 1059/22 & 1243/22, are allowed and disposed of accordingly.”*

9.1 In compliance with the above order dated 21<sup>st</sup> February 2023, the Resolution Professional vide its e-mail dated 16<sup>th</sup> March 2023, provided the details of all real estate allottees/ retail Investors along with details of their claim as reflected in the record of the Corporate Debtor, who had not filed their claims, including the Applicants in the aforesaid Applications to MDPL.

9.2 In pursuance to the above, MDPL prepared and submitted addendum dated 27<sup>th</sup> March 2023 to the CoC approved Resolution Plan dated 20<sup>th</sup> April, 2021 along with Revised Resolution Plan Payment Schedule dated 27<sup>th</sup> March 2023, with the RP vide email dated 27<sup>th</sup> March, 2023.

9.3 MDPL has allocated additional amount of INR 3.86 Crores for Allottees and INR 1.60 Crores towards Deposit Holders to absorb/deal

with additional potential claims from allottees and deposit holders as per addendum dated 27<sup>th</sup> March, 2023.

9.4 The addendum was placed before CoC in 24<sup>th</sup> CoC meeting and the same was approved with 76.69% voting share. After approval of the addendum, RP vide compliance affidavit dated 25<sup>th</sup> April, 2023, has filed the addendum with this Hon'ble Adjudicating Authority to be tagged along with Resolution Plan filed in IA No. 331/2021.

9.5 On account of the delay in the completion of the DBOT project by the Corporate Debtor, some disputes arose between GMADA and the Corporate Debtor. GMADA issued a Termination Notice to the Corporate Debtor on 04.04.2016. The Corporate Debtor vide letter/representation dated 03.05.2016 responded to the Termination Notice of GMADA later the Corporate Debtor vide letter dated 28.12.2016 issued a Notice for Dispute under Article 27 of the Concession Agreement requesting for a meeting to amicably sort out the differences. Vide the said letter the Corporate Debtor also invoked arbitration provision in terms of Article 27 of the Concession Agreement. GMADA also invoked the Performance Security by way of Bank Guarantees of INR 3.90 crores and INR 8.00 crores furnished by the Corporate Debtor. The Corporate Debtor thereafter filed an application for interim measures under Section 9 of the Arbitration & Conciliation Act, 1996 before the District Court, Mohali seeking stay on enforcement of the Termination Notice dated 04.04.2016. The said application was dismissed by the Additional District Judge, Mohali vide order dated 10.05.2017.



9.6 The Corporate Debtor thereafter nominated its arbitrator and filed a petition under Section 11 of the Arbitration & Conciliation Act, 1996 before the Hon'ble Punjab & Haryana High Court for appointment of arbitrator on behalf of GMADA. The Hon'ble High Court vide order dated 18.08.2017, with consent of GMADA, appointed an arbitrator on behalf of GMADA with direction that the two arbitrators (one appointed by Corporate Debtor, and the other by GMADA), shall appoint the Presiding Arbitrator and disposed of the said petition. The Arbitral Tribunal was constituted and held two hearings. The Corporate Debtor, however, vide its letter dated 29.08.2018 informed the Arbitral Tribunal that both the Corporate Debtor and GMADA have agreed to settle their dispute without going into the Arbitral proceedings.

10. It is stated that GMADA had filed its claim as Operational creditor and same was verified and collated for INR 8,56,930,201/- by the Resolution Professional. Further, it is submitted that the aggregate admitted claim of operational creditors of corporate debtor being more than 10% of total debt, GMADA was made the representative of class of operational creditors and was given right to the participate in the CoC meetings of the corporate debtor.

11. The Applicant Submits that a total of 25 CoC meetings have been held during the CIRP period. The gist of the discussions is as follows:-

### **1. Meetings of CoC:**

Particulars	Date of CoC Meeting	Main Agenda of discussion	Important decisions ratified
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1 <sup>st</sup> Meeting CoC	7 <sup>th</sup> November, 2019	<ul style="list-style-type: none"> <li>• Constitution of CoC and appointment of Authorised Representative -</li> <li>• Actions taken by IRP as per IBC,2016-</li> </ul>	<ul style="list-style-type: none"> <li>• Ratification of remuneration to be paid to IRP and expenses incurred upto the 1<sup>st</sup> CoC meeting.</li> <li>• Ratification of appointment of Corporate Professionals such as Advisors &amp; Advocates for providing back office support and infrastructure to IRP-</li> <li>• Confirmation and approving of the appointment of Amit Gupta or any other Insolvency professional as RP</li> <li>• Authorise RP to hold future CoC meetings at shorter notice-</li> </ul>
2 <sup>nd</sup> Meeting CoC	14 <sup>th</sup> January, 2020	<ul style="list-style-type: none"> <li>• Handover from IRP-</li> <li>• Expression of Interest ("Eoi") -</li> <li>• Litigations-</li> <li>• Update on Site Visit</li> <li>• Related Party Transaction-</li> </ul>	<ul style="list-style-type: none"> <li>• Proposed Fees of RP</li> <li>• Approval of Form G ( Invitation for EOI)-</li> <li>• Approval to raise Interim Finance for CIRP</li> <li>• Appointment of Legal Advisor to RP- .</li> <li>• Appointment of Registered Valuer-</li> <li>• Appointment of Transaction Auditor</li> </ul>
3 <sup>rd</sup> Meeting CoC	31 <sup>st</sup> January, 2020	<ul style="list-style-type: none"> <li>• Publication of EOI</li> <li>• Investor Update</li> <li>• Status of Critical Information</li> <li>• Related Party Transaction</li> <li>• Cost to Complete Study</li> </ul>	<ul style="list-style-type: none"> <li>• Extension of EOI Submission date</li> <li>• Ratification of fee payable for development of website of Corporate Debtor</li> </ul>
4 <sup>th</sup> CoC Meeting	6 <sup>th</sup> March, 2020	<ul style="list-style-type: none"> <li>• Update on EOI</li> <li>• Appointment of Advisors-</li> <li>• Continuation of service of ex-employee on retainership</li> <li>• Status of litigation matters</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of Request for Resolution Plan (RFRP) and Evaluation Matrix</li> <li>• Approve the extension of CIRP period for further period of 90 days</li> <li>• Approve additional Interim Finance of INR 47.75 Lacs for CIRP Period</li> </ul>

			<ul style="list-style-type: none"> <li>• Approve the cost of Virtual Data Room</li> <li>• Approve Related Party Transaction</li> </ul>
5 <sup>th</sup> CoC Meeting	26 <sup>th</sup> May, 2020	<ul style="list-style-type: none"> <li>• Update on Resolution</li> <li>• Update on CIRP-</li> <li>• Discussion on TA Report</li> <li>• Status of Critical Information</li> </ul>	<ul style="list-style-type: none"> <li>• Approve appointment of consultant for compliance of Section 29A of IBC</li> </ul>
6 <sup>th</sup> CoC Meeting	18 <sup>th</sup> June, 2020	<ul style="list-style-type: none"> <li>• Update on Resolution</li> <li>• Update on CIRP</li> <li>• Revised Fee to IPE supporting RP</li> </ul>	<ul style="list-style-type: none"> <li>• Approve extension of last date for submission of Resolution Plan</li> <li>• Approve fees for additional scope of work in Transaction Audit</li> <li>• Approve exclusion of period from 25<sup>th</sup> March, 2020 till 30<sup>th</sup> June, 2020 from total CIR Period of C &amp; C Towers Limited</li> </ul>
7 <sup>th</sup> CoC Meeting	17 <sup>th</sup> August, 2020	<ul style="list-style-type: none"> <li>• Update on Resolution</li> <li>• Update on CIRP</li> </ul>	<ul style="list-style-type: none"> <li>• Ratification of Extension of Last date for Submission of Resolution Plan</li> <li>• Approval of Interim Finance</li> </ul>
8 <sup>th</sup> CoC Meeting	16 <sup>th</sup> September, 2020	<ul style="list-style-type: none"> <li>• Receipt of Resolution Plan-</li> <li>• Republish Form G to invite new Eol-</li> <li>• Other Matters of Discussion-</li> </ul>	<ul style="list-style-type: none"> <li>• Approve Related Party Transaction-</li> <li>• Approval of Form G (Invitation for EOI)-</li> <li>• Approval of Request for Resolution Plan (RFRP) and Evaluation Matrix (EM)-</li> </ul>
9 <sup>th</sup> CoC Meeting	4 <sup>th</sup> November, 2020	<ul style="list-style-type: none"> <li>• Receipt of Resolution Plan-</li> <li>• Valuation Report received by Registered valuers-</li> <li>• Update on CIRP-</li> <li>• Discussion on Transaction Audit Report-</li> </ul>	<ul style="list-style-type: none"> <li>• Approve extension of CIRP beyond 12<sup>th</sup> November, 2020 from the Hon'ble NCLT to evaluate two resolution plans received by the RP</li> <li>• Extension of last date for Submission of Resolution Plan by Resolution Applicant till 30<sup>th</sup> October, 2020 1800 Hours-</li> </ul>
10 <sup>th</sup> CoC Meeting	13 <sup>th</sup> November, 2020	<ul style="list-style-type: none"> <li>• Discussion on Resolution Plan-</li> <li>• Update on CIRP-</li> <li>• Valuation Report received from Registered Valuers-</li> </ul>	

11 <sup>th</sup> Meeting	CoC	7 <sup>th</sup> December, 2020	<ul style="list-style-type: none"> <li>• Project Insurance- Resolution Plan received from MDPL</li> <li>• Update on CIRP- Addendum to Transaction Audit Report-</li> </ul>	
12 <sup>th</sup> Meeting	CoC	1 <sup>st</sup> January, 2021	<ul style="list-style-type: none"> <li>• Improved Resolution Plan received from MDPL-</li> <li>• Summary of CIRP Cost-</li> <li>• Update on CIRP-</li> </ul>	<ul style="list-style-type: none"> <li>• Approve shorter notice period sent for convening 12<sup>th</sup> CoC meeting of C&amp;C Towers Limited-</li> <li>• Approve extension of CIRP by 6 weeks beyond 330 days i.e. beyond 11<sup>th</sup> January, 2021.-</li> </ul>
13 <sup>th</sup> Meeting	CoC	8 <sup>th</sup> February, 2021	<ul style="list-style-type: none"> <li>• Improved Resolution Plan received from MDPL on 3<sup>rd</sup> February, 2021-</li> <li>• Update on CIRP</li> </ul>	
14 <sup>th</sup> Meeting	CoC	22 <sup>nd</sup> February, 2021	<ul style="list-style-type: none"> <li>• Update on CIRP-</li> </ul>	<ul style="list-style-type: none"> <li>• Approve the extension of CIRP beyond 22<sup>nd</sup> February, 2021-</li> </ul>
15 <sup>th</sup> Meeting	CoC	19 <sup>th</sup> March, 2021	<ul style="list-style-type: none"> <li>• Extension of CIRP beyond 11<sup>th</sup> January, 2021-</li> <li>• Improved Resolution Plan received from MDPL on 24<sup>th</sup> February, 2021-</li> </ul>	
16 <sup>th</sup> Meeting	CoC	30 <sup>th</sup> March, 2021	<ul style="list-style-type: none"> <li>• Improved Resolution Plan received from MDPL on 24<sup>th</sup> February, 2021 and discussion with MDPL-</li> <li>• Summary of CIRP Cost-</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of shorter notice period sent for convening 15<sup>th</sup> CoC-</li> </ul>
17 <sup>th</sup> Meeting	CoC	27 <sup>th</sup> April, 2021	<ul style="list-style-type: none"> <li>• Improved Resolution Plan received from MDPL on 20<sup>th</sup> April, 2021-</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of Resolution Plan submitted by MDPL-</li> <li>• Resolution for Invocation &amp; Forfeiture EMD or Performance Bank Guarantee submitted by MDPL-</li> </ul>
18 <sup>th</sup> Meeting	CoC	17 <sup>th</sup> May, 2021	<ul style="list-style-type: none"> <li>• Update on CIRP-</li> </ul>	<ul style="list-style-type: none"> <li>• Approval to seek extension of CIRP beyond 22<sup>nd</sup> March, 2021</li> </ul>
19 <sup>th</sup> Meeting	CoC	24 <sup>th</sup> August, 2021	<ul style="list-style-type: none"> <li>• Applications pending with Hon'ble NCLT</li> </ul>	<ul style="list-style-type: none"> <li>• Approval of Interim Finance-</li> </ul>

20 <sup>th</sup> Meeting	CoC	6 <sup>th</sup> April,2022	<ul style="list-style-type: none"> <li>Applications pending with Hon'ble NCLT, Objection applications and Writ Petition filed by Class of Creditors with Hon'ble NCLT, Chandigarh and Hon'ble High Court of Delhi, application filed against Ex-Parte Orders passed by RERA Chandigarh</li> </ul>	
21 <sup>st</sup> Meeting	CoC	27 <sup>th</sup> April,2022		<ul style="list-style-type: none"> <li>Approval of Interim Finance-</li> </ul>
22 <sup>nd</sup> Meeting	CoC	12 <sup>th</sup> July, 2022	<ul style="list-style-type: none"> <li>Applications pending with Hon'ble NCLT Chandigarh, Objection applications and Writ Petition filed by Class of Creditors with Hon'ble NCLT, Chandigarh and Hon'ble High Court of Delhi, application filed against Ex-Parte Orders passed by RERA Chandigarh</li> </ul>	<ul style="list-style-type: none"> <li>Approval for replacement of Gaurav Khurana as Resolution Professional with Anuj Jain as Resolution Professional-</li> <li>Approval on continuation of services of Yogesh Kumar Gupta as Authorised Representative of the Class of Creditors-</li> </ul>
23 <sup>rd</sup> Meeting	CoC	29 <sup>th</sup> November, 2022	<ul style="list-style-type: none"> <li>Applications pending with Hon'ble NCLT and other Forums-</li> <li>Claims received after 31<sup>st</sup> May, 2021 i.e. date of submission of Resolution Plan-</li> </ul>	<ul style="list-style-type: none"> <li>Approval for acceptance of claim submitted by Balbir Singh Bhangu (allottee)-</li> </ul>
24 <sup>th</sup> Meeting	CoC	31 <sup>st</sup> March, 2023	<ul style="list-style-type: none"> <li>Project Insurance-</li> <li>Applications pending with Hon'ble NCLT and other Forums-</li> </ul>	<ul style="list-style-type: none"> <li>Approval of addendum to CoC approved Resolution Plan dated 20<sup>th</sup> April, 2021 in terms of order dated 21<sup>st</sup> February, 2023 passed by Hon'ble NCLT Chandigarh</li> <li>Approval of Interim Finance-</li> </ul>
25 <sup>th</sup> Meeting	CoC	31 <sup>st</sup> March, 2023	<ul style="list-style-type: none"> <li>Belated claims and claims not filed by the Class of Creditors-</li> <li>Project Insurance-</li> </ul> <p>·Ratification of shorter notice period sent for convening 25<sup>th</sup> CoC meeting-</p>	

12. In the 22nd Meeting of CoC, convened on 12th July 2022, the agenda for the replacement of Mr. Gaurav Khurana, Erstwhile Resolution Professional with Mr. Anuj Jain having IP Registration no. IBBI/IPA-001/IP-P00142/2017-18/10306 as Resolution Professional was proposed and put forth for E-voting by the CoC and the same approved the agenda with 100% voting share. Subsequently, the application for replacement of RP was filed before this Bench, which approved the same vide order dated 6<sup>th</sup> September 2022 appointing of Mr. Anuj Jain as Resolution Professional of C & C Towers Limited.

13. It is submitted that the RP filed IA No. 275 of 2020 seeking statutory extension of CIRP period by ninety days under sub-section (2) of Section 12 of the Code along with exclusion of time period lost due to lockdowns and Covid restrictions in terms of Regulation 40C of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations") and this Adjudicating Authority vide order dated 10 August 2020 allowed IA No. 275 of 2020 and thereby extending the CIRP of Corporate Debtor till 12 November 2020. Further, the RP filed IA No. 801 of 2020 seeking an extension of sixty days and this Adjudicating Authority vide order dated 11 December 2020 allowed IA No. 801 of 2020 and thereby, extended the CIRP period of 330 days till 11 January 2021. However, IA No.32/2021 and IA No 166/2021 for further exclusion and extension were filed seeking an extension of a minimum of six weeks or any further period beyond the total CIRP period of 330 days for completion of the Corporate Insolvency Resolution Process of the corporate debtor. In IA No. 166/2021, the Resolution Professional sought an extension

of a minimum of four weeks beyond 22.02.2021 as prayed for in IA No. 32/2021 or any further period beyond the total CIRP period of 330 days for completion of Corporate Insolvency Resolution Process of the corporate debtor. Now an extension of 72 days is sought in the present IA which takes the period upto 30.05.2021. The extensions prayed for in these applications are approved in the interest of justice there by extending the CIRP period upto 30.05.2022 . We note that the present application was e-filed on 31.05.2021.

14. It is submitted that the CoC, in its 2nd and 8th meetings held on 14.01.2020 and 16.09.2020, discussed and approved the publication of Form G inviting Expression of Interest along with the Eligibility Criteria for the Prospective Resolution Applicants. It was informed by the IRP that invitation of Expression of Interest in Form G under Regulation 36A of The Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, was needed to be published on or before the 75th day from the CIRP initiation date and accordingly, 30 days' time was proposed to be given to the eligible prospective resolution applicant. Further, as per Section 25(2)(h), the IRP invited Prospective Resolution Applicants who fulfilled such criteria as may be approved by the CoC to submit a resolution plan.

14.1 In the third meeting of the CoC held on 31.01.2020, the members of the CoC decided to extend the timeline for submission of EoI by PRA(s) from 04.02.2020 till 28.02.2020 to attract more investors for resolution of the Corporate Debtor. The public notice for extension of the EOI timeline was

duly published in the newspapers namely Business Standard, English (All India Edition), Punjab Tribune (Punjab Edition) and Jagmarg (Haryana Edition) by the Applicant on 04.02.2020.

14.2 In terms of Section 29 of the Code and Regulation 36 of the CIRP Regulations, the Applicant prepared and issued an Information Memorandum (hereinafter "IM") of the Corporate Debtor to the member of the CoC on 09.03.2020 subject to furnishing of non-disclosure undertaking.

14.3 The draft Request for Resolution Plan (hereinafter, "RFRP") and Evaluation Matrix prepared by the Applicant was presented before the members of the CoC. Since no objections were received under Regulation 36A (11) of CIRP Regulations, the Applicant issued the final list of the PRAs on 15.04.2020.

14.4 In the fourth meeting of CoC held on 06.03.2020, the Applicant apprised the members of the CoC that by the last date of submission of EoI i.e. 28.02.2020, the Applicant received EoI from the following: 1. Globe Civil Projects Private Limited 2. Kundan Care Products Limited 3. International Tractors Limited 4. N.S. Software 5. Alchemist ARC along with Srishti Dhir 6. Suraksha ARC 7. Shiva Consultants along with Madhav Dhir 8. Prudent ARC 9. ART Special Situations Finance (India) Limited 10. JFC Finance (India) Limited.

14.5 Despite repeated extensions, the Resolution Plan from only one of the PRAs namely Ms. Srishti Dhir & Alchemist Asset Reconstruction Company Limited, was received on 20.08.2020. The Applicant shared the resolution plan received with the members of the CoC. Upon examination of the said



resolution plan, the Applicant shared his observations with the members of the CoC in the Eighth CoC meeting dated 16.09.2020.

14.6 The members of the CoC in the meeting held on 16.09.2020 decided to restart the EoI process afresh by revising the eligible criteria of minimum tangible net worth of INR 25 Crore for Body Corporate/ Individuals/ Individual and INR 50 Crore for Financial Institutions/ PE Fund/ Asset Reconstruction Company/ Non-Banking Finance Corporation.

14.7 The CoC finalized and approved the RFRP dated 20.09.2020 and Evaluation Matrix dated 20.09.2020 with 100% voting share via e-voting held from 18.09.2020 to 20.09.2020. The Applicant received resolution plans from only two PRAs namely MDPL and Mr. Harsha Vardhan Reddy (hereinafter, 'Mr. Reddy') on 30.10.2020. meeting held on 04.11.2020, the CoC at the request of Mr. Reddy extended the time for submission of refundable earnest money deposit ('EMD') of Rs.1,00,00,000/- (Rupees One Crore Only) with the resolution plan in terms of the RFRP by 09.11.2020. However since Mr. Reddy failed to submit the EMD, the resolution plan submitted by Mr. Reddy was considered as deficient and was not evaluated further.

14.8 In the 14th CoC meeting, Joint meeting was convened with MDPL, legal advisor of RP and RP for discussion on the observations of the COC. Subsequently, Improved Resolution Plan received from MDPL on 24th February, 2021

14.9 Subsequently, in the 15th CoC meeting, MDPL mentioned that GMADA issued a termination notice on 4th April, 2016 on concession agreement dated 15th April, 2009 for cancellation of concession agreement

and MDPL cannot proceed with successful implementation of the plan until the concession agreement is reinstated and termination notice is withdrawn. The representative of GMADA acknowledged the criticality of the matter and requested CoC to allow him time to discuss the matter internally with the officials of GMADA and seek clarity on possibility of withdrawal of Notice of Termination dated 4th April, 2016 of the Concession Agreement dated 15th April, 2009 issued by GMADA.

14.10 In the 16th CoC meeting, Regarding issuance of notice of termination on 4th April 2016, the representative from GMADA clarified that the notice of termination issued earlier was only to show cause and thus not letter of termination. No further process was initiated by GMADA such as termination of concession agreement, taking physical possession of the property or any other action from GMADA concluded that termination was never initiated and since there was no action from GMADA on the termination. It was discussed in the meeting that necessary modifications be made in the resolution plan. MDPL submitted that basis the clarification provided by GMADA, they will discuss the matter internally and discuss the key observations on the resolution plan.

15. The Applicant vide email dated 14.05.2021 apprised MDPL about declaration of the MDPL being the Successful Resolution Applicant for the Corporate Debtor and also issued the Letter of Intent (hereinafter, "LoI) to MDPL and requested MDPL to submit Performance Bank Guarantee of Rs.1,00,00,000/- (Rupees One Crore Only) in favour of the designated lender viz Edelweiss Asset Reconstruction Company Limited for the CoC as performance security.

15.1 The Successful Resolution Applicant/ MDPL in Clause 9.1.1 and Clause 9.1.2 (Upfront Equity Infusion and Utilisation of Upfront Equity Amount) of Part I of the Resolution Plan has stated that MDPL intends to make available up to INR 4,54,00,000/- (Rupees Four Crores Fifty Four Lakhs Only.), as Upfront Equity Infusion, within 90 days from the Implementation Date (defined under Schedule 1), for payment of CIRP Costs, Upfront payment to the financial creditors (Banking Institutions), payment to Operational Creditors (Employees and Workmen) and payment to Operational Creditors (Statutory Dues and Others). Vide the same email dated 14.05.2021, MDPL was requested to furnish the Performance Security of Rs. 1.00 crore in favour of EARC which was submitted by MDPL vide Demand Draft No.208015 dated 27.05.2021.

16. The Resolution Professional appointed Grant Thornton to conduct due diligence under Section 29A of IBC and on the basis of its report, MDPL was found eligible under Section 29A of IBC. The resolution professional has filed a report on compliance of Section 29A with the members of CoC on 23<sup>rd</sup> April, 2021 and the same has been annexed as part of the application for approval of resolution plan under Section 30 read with Section 31 of the code. An affidavit providing confirmation on due diligence conducted by the RP with respect to claim under section 29A of the Code of the Successful Resolution Applicant is mentioned at point IX of the Affidavit filed by the Resolution Professional vide diary number 00699/5 dated 01.08.2022.

17. The Applicant has submitted the details of various compliances as envisaged by the Code and the CIRP Regulations, which a Resolution Plan is required to adhere to, as follows:

**I. Requirements of Section 30 (1) and (2) of the Code are as under:-**

<b>Provisions under Section 30(1) and (2) of the Code</b>	<b>Compliance under Resolution Plan</b>
<p><b>Section 30(1)</b>  <i>A resolution applicant may submit a resolution plan along with an affidavit stating that he is eligible under section 29A to the resolution professional prepared on the basis of the information memorandum.</i></p>	<p>Part III – Clause 17 – Section 29A compliance (Page 74 of Resolution Plan Compilation)            (29A Affidavit as submitted by Resolution Applicant is at page 119 of Resolution Plan Compilation)</p>
<p><b>Section 30(2)</b>  <i>(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the Corporate Debtor;</i></p>	<p>Part I – Clause 9.1.3 – Estimated CIRP cost            (Page 31 of Resolution Plan Compilation)</p>
<p><i>(b) provides for the payment of the debts of operational creditors in such manner as may be specified by the Board which shall not be less than:</i>  <i>(i) the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or</i>  <i>(ii) the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53; Whichever is higher, and</i></p> <p><i>provides for the payment of the debts of financial creditors, who do not vote in favour of the resolution plan, in such a manner as may be specified by the board, which shall not be less than the amount to be paid to such creditors in accordance with the sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.</i></p>	<p>Part I – Clause 9.1.5 (f), (g) and (h)            (Page 32 - 33 of the Resolution Plan Compilation)</p> <p>Part I - Clause 9.1.5(a) and (c) (Page 31 of the Resolution Plan Compilation)</p>

<i>(c) provides for the management of the affairs of the corporate debtor after approval of the resolution plan;</i>	Part II - Management of the Corporate Debtor (Page 57 of the Resolution Plan Compilation)
<i>(d) the implementation and supervision of the resolution plan;</i>	Part II - Management of the Corporate Debtor, Stepwise Implementation of the resolution plan (Page 57 and 59 of the Resolution Plan Compilation)
<i>(e) does not contravene any of the provisions of the law for the time being in force;</i>	Page 4 of Resolution Plan Compilation
<i>(f) Conforms to such other requirements as may be specified by the Board.</i>	Page 2 to 4 of Resolution Plan Compilation

**II. Requirements of Regulation 37(1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 is as under:**

<b>Regulation 37(1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016</b>	<b>Compliance under Resolution Plan</b>
<i>(a) transfer of all or part of the assets of the corporate debt to one or more persons;</i>	NA
<i>(b) sale of all or part of the assets whether subject to any security interest or not;</i>	NA
<i>(ba) Restructuring of the Corporate Debtor, by the way of merger, amalgamation and demerger.</i>	Clause 14.1 page 53 of the Resolution Plan Compilation
<i>(c) the substantial acquisition of shares of the corporate debtor, or the merger or consolidation of the corporate debtor with one or more persons;</i>	Clause 3 page 56 of the Resolution Plan Compilation
<i>(ca) cancellation or delisting of any shares of the corporate debtor, if Applicable</i>	Clause 3.1 and 3.4 page 56 of the Resolution Plan Compilation
<i>(d) satisfaction or modification of any security interest;</i>	Clause 11.6.2 page 50 of the Resolution Plan Compilation

<i>(e) curing or waiving of any breach of the terms of any debt due from the corporate debtor;</i>	Clause 11.6.3 page 50 of the Resolution Plan Compilation
<i>(f) reduction in the amount payable to the creditors;</i>	9.1 summary proposal – page 30 of the Resolution Plan Compilation
<i>(g) extension of a maturity date or a change in interest rate or other terms of a debt due from the corporate debtor;</i>	NA
<i>(h) amendment of the constitutional documents of the corporate debtor</i>	Clause 3.2, page 56 of the Resolution Plan Compilation
<i>(i) issuance of securities of the corporate debtor, for cash, property, securities, or exchange for claims or interests or other appropriate purpose</i>	NA
<i>(j) change in portfolio of goods or services produced or rendered by the corporate debtor</i>	NA
<i>(k) change in technology used by the corporate debtor and</i>	NA
<i>(l) obtaining necessary approvals from the Central and State Governments and other authorities;</i>	Clause 11 and 12 page 38 to 52 of the Resolution Plan Compilation

**III. Requirements of Regulations 38 (1), (2) (3) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 is as under:-**

<p><b>Regulation 38(1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016</b></p> <p><b>Regulation 38(1)(a)-</b></p> <p><i>The amount due to the operational creditors under a resolution plan shall be given priority in payment over financial creditors</i></p>	<p>Part II- Stepwise Implementation of the resolution plan</p> <p>(Page 58 of the Resolution Plan Compilation)</p>
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<p><b>Regulation 38(1)(b)-</b></p> <p><i>The amount payable under a resolution plan to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.</i></p>	<p>Part III – Clause 7, Clause 10 and 12</p> <p>(Page 61, 65 and 66 of the Resolution Plan Compilation)</p>
<p><b>Regulation 38(1A)-</b></p> <p><i>A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors of the corporate debtor.</i></p>	<p>Part III- Clause 4,5,6,7,8,9,10,11,12,13 and 14</p> <p>(Page 60 to 70 of the Resolution Plan Compilation)</p>
<p><b>Regulation 38(1B)-</b></p> <p>A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.</p>	<p>Part III- Clause 19.Implementation of any other resolution plan (Page 74 of the Resolution Plan Compilation)</p>
<p><b>Regulation 38(2) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 Compliance under Resolution Plan</b></p>	
<p>a) <i>The term of the plan and its implementation schedule;</i></p>	<p>Part II- Clause 1</p> <p>Validity and term of the resolution plan, plan implementation schedule (Page 54 of the Resolution Plan Compilation)</p>

<p><i>(b) The management and control of the business of the corporate debtor during its term;</i></p>	<p>Part II- Clause 5 Management of the Corporate Debtor (Page 57 of the Resolution Plan Compilation)</p>
<p><i>(c) Adequate means for supervising its implementation;</i></p>	<p>Part II- Clause 5 Management of the Corporate Debtor, Stepwise Implementation of the resolution plan (Page 57 and 59 of the Resolution Plan Compilation)</p>
<p><i>d) Provides for the manner in which proceedings in respect of avoidance litigation transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, shall will be pursued after the approval of Final resolution plan and the manner in which the proceeds, if any, from such proceedings shall be distributed: Provided that this clause shall not apply to any resolution plan that has been submitted to the Adjudicating Authority under sub-section (6) of section 30 on or before the date of taken commencement of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Second Amendment) Regulations, 2022</i></p>	<p>Part III – clause 15(iii) and 15(iv) (Page 72 of the Resolution Plan Compilation)</p>
<p><b>Regulation 38(3) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations,2017 Compliance under Resolution Plan</b></p>	
<p>a. <i>It addresses the cause of default</i></p>	<p>Part III- Clause 20 Other Confirmations (Page 74 of the</p>



	Resolution Plan Compilation)
2. <i>It is feasible and viable</i>	Part III-  Clause 20  Other Confirmations (Page 74 of the Resolution Plan Compilation)
(c) <i>It has provisions for its effective implementation</i>	Part III-  Clause 20  Other Confirmations (Page 74 of the Resolution Plan Compilation)
(d) <i>It has provisions for approvals required and the timeline for the same</i>	Part III-  Clause 20  Other Confirmations (Page 74 of the Resolution Plan Compilation)
(e) <i>The resolution applicant has the capability to implement the resolution plan.</i>	Part III-  Clause 20  Other Confirmations (Page 74 of the Resolution Plan Compilation)
<b>Regulation 39 (1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person Regulations, 2016</b>	<b>Compliance under Resolution Plan</b>

<p><b>Regulation 39(1)-</b></p> <p><i>A prospective resolution applicant in the final list may submit resolution plan or plans prepared in accordance with Code and these regulations to the resolution professional electronically within the time given in the request for resolution plans under regulation 36B along with:</i></p> <p>a. <i>an affidavit stating that it is eligible under section 29A to submit resolution plan;</i></p> <p>b. <i>deleted by amendment</i></p> <p>c. <i>an undertaking by the prospective resolution applicant that every information and records provided in connection with or in the resolution plan is true and correct and discovery of false information and record at any time will render the applicant ineligible to continue in the corporate insolvency resolution process, forfeit any refundable deposit, and attract penal action under the Code.</i></p> <p><b>Regulation 39(1A)</b></p> <p><i>A resolution plan which does not comply with the provision of sub-regulation (1) shall be rejected.</i></p>	<p>Part III- Clause 17- Section 29A Compliance (Page 74 of the Resolution Plan Compilation)</p> <p>(29A Affidavit as submitted by Resolution Applicant is at page 119 of Resolution Plan Compilation)</p>
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<p><b>Regulation 39(2)</b></p> <p><i>The resolution professional shall submit to the committee all resolution plans which requirements comply of the with the Code and regulations made there under along with the details of following transactions, if any, observed, found or determined by him:-</i></p> <p>(a) preferential transactions under section 43;  (b) undervalued transactions under section 45;  (c) extortionate credit transactions under section 50;  and  (d) fraudulent transactions under section 66, and the orders, if any, of the adjudicating authority in respect of such transactions</p>	<p>Part III- Clause 15(iv) (Page 72 of the Resolution Plan Compilation)</p> <p>The avoidance application was e-filed vide e filing No. 404116000792021 and physically filed with the NCLT Chandigarh vide diary No.00079 on 15.01.2021 and 18.01.2021 respectively by the RP and was allotted IA No. 584/2021</p> <p>Further in terms of Hon'ble Supreme Court vide order dated 26.02.2020 passed in Anuj Jain v. Axis Bank Ltd., (2020) 8 SCC 401, Hon'ble NCLT Chandigarh vide order dated 06.09.2022 directed to file segregated applications and in compliance thereof, the Resolution Professional segregated the transactions falling under Sections 43, 45, 49, 50 &amp; 66 of the IBC and e-filed the segregated applications vide e filing No 0404115/02366/2022, and physically filed the segregated applications with the NCLT Chandigarh vide diary No. 02366 on 26.09.2022, and 02364 on 26.09.2022, 02365 on 26.09.2022 respectively and these Applications were allotted with IA No.</p>
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	1257/2022, 1258/2022 and 1256/2022 respectively, which are pending disposal.
<p><b>Regulation 39(3)</b></p> <p>The committee shall evaluate the resolution plans received under sub-regulation (1) strictly as per the evaluation matrix to identify the best resolution plan and may approve it with such modifications as it deems fit.</p> <p>Provided that the committee shall record the reasons for approving or rejecting a resolution plan.</p>	<p>Resolution Plan submitted by Mahakram Developers Private Limited was found to be Compliant in terms of Request for Resolution Plan (RFRP) and was further considered by Committee of Creditors. After appropriate modifications in the Resolution Plan, the Resolution Plan was approved through e-voting which commenced after 17<sup>th</sup> CoC meeting convened on 27.04.2021. The details of the Resolution Plan were recorded in the minutes of 17<sup>th</sup> meeting of CoC before the agenda item for approval of Resolution Plan was presented for e-voting.</p>

18. Details of Resolution Plan/Payment Schedule:

The relevant information as per Form-H with regard to the amount claimed, amount admitted, and the amount proposed to be paid by the Resolution Applicant under the said resolution plan is tabulated as under :

Particulars	Amount of Claim Filed (Rs. in Cr.)	Amount of Claim admitted (Rs. in Cr.)	Amount provided under the Plan (Rs. in Cr.)	Amount provided to the amount claimed %	Amount reflected in the last Balance Sheet before CIRP. (only on 3 * starred item below)	Amount available in liquidation
<b>Secured Financial Creditors</b>	INR 334.53	INR 332.95	INR 47.90	14.39%	-	NIL
<b>Unsecured Financial Creditors (except related party)</b>	INR 177.99	INR 157	INR 18.90	12.04%	-	NIL
<b>Unsecured Financial Creditors (except related party)- As per addendum dated 27<sup>th</sup> March, 2023</b>	-	-	INR 5.46*	-	-	NIL
<b>*Staff &amp; Workmen</b>	INR 0.38	INR 0.38	INR 0.05	13.08%	INR 0.14	NIL
<b>Operational Creditors (statutory dues)</b>	INR 89.25	INR 85.69	INR 8.97	10.47%	-	NIL
<b>Related Party (includes Unsecured Financial Creditors &amp; Operational Creditor)</b>	-	-	-	-	-	-

<b>*Statutory Liabilities</b>	INR 3.41	INR 2.74	INR 0.22	8.01%	INR 15.95	NIL
<b>*Any other liability, including contingent liability</b>	-	-	-	-	INR 4.55	-
<b>Total</b>	INR 607.52	INR 578.78	INR 81.50	14.08%	INR 20.60	

\*In terms of addendum dated 27<sup>th</sup> March, 2023 which was approved in 24<sup>th</sup> CoC meeting, the Resolution Applicant has allocated additional amount of INR 5.46 Crores towards belated claims filed with RP after approval of resolution Plan, who had not filed their claims but are reflected in the books of accounts of the Corporate Debtor including the Applicants in IA 1055/2022 to IA 1059/2022 and IA 1243/2022 in order dated 21<sup>st</sup> February, 2023 passed by this Authority.

It is clarified that the amount available in liquidation is directed to be Rs. 75.22 Crores but as stated by the Resolution Professional in his submission dated 17.10.2023, it will not make any material difference in the distribution under Section 53 of the Code in the present case.

19. Summary of the Financial proposal/ payment under the Resolution Plan is as follows:-

Sr. No.	Particulars	Amount (Rs. in Lakhs) verified by RP	Upfront Cash (Rs. in Lakhs)	Deferred Cash at the end of 1st Year (Rs. in Lakhs)	Rest of Deferred Cash (Rs. in Lakhs)
1.	CIRP Cost	INR 330*	INR 330	-	-
2.	Secured Financial Creditor	INR 33,295.50	INR 100	INR 100	INR 4590

3.	Unsecured Financial Creditor	INR 15,700.77	-	-	INR 1890
4.	Unsecured Financial Creditor- As per addendum dated 27th March, 2023	-	-	-	INR 546
5.	Operational Creditor for Goods & Services	INR 8569.30	INR 15	INR 15	INR 867
6.	Operational Creditor Government Dues (Customs)	-	-	-	-
7.	Operational Creditor Government Dues (Tax)	INR 274.78	INR 4	INR 10	INR 8
8.	Operational Creditor Employees & Workers	INR 38.23	-	INR 5	-
9.	Funds for stabilization of Business and Working Capital	-	-	-	-

\* The CIRP cost of INR 330 Lacs is calculated as on date of approval of Resolution Plan by members of CoC. Additional cost has been incurred post approval of the Resolution Plan by the CoC. However, from the date of approval of the Resolution Plan by the CoC till approval of the Resolution Plan by this Hon'ble Adjudicating Authority, the Resolution Applicant has capped the costs during the said period at INR 4 Lacs per month to extent of INR 24 Lacs in clause 5 of Part III of the Resolution plan. (Clause 4 of Part III of the Approved Resolution Plan).

20. The PUFEE Transactions filed by RP under Regulation 35A:- RP appointed an independent agency i.e. BDO India LLP vide engagement letter dated 11<sup>th</sup> February, 2020 as transaction auditor for carrying out transaction audit of the Corporate Debtor. After reviewing the transaction audit report dated 22<sup>nd</sup> October, 2020 and addendum report dated 12<sup>th</sup> December, 2020 submitted by the Transaction Auditor, the RP in due consultation with his legal advisors, prepared an application for avoidance of transactions under section 43, 45 and 66 of the Code. The details are as under:

Sections	Nature of allegation	Amounts involved (In Crores)	Documents relied upon	Remarks
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<p>Section 43- Preferential Transaction</p>	<p>Repayment of unsecured loan to related parties</p>	<p>INR 1.85</p>	<p>The RP appointed an independent agency i.e. BDO India LLP as transaction auditor for carrying out transaction audit of C &amp; C Towers Limited. After reviewing the transaction audit report and its addendum submitted by the Transaction Auditor, the RP in due consultation with his legal advisors, prepared and filed application in Hon'ble NCLT Chandigarh for avoidance of transactions.</p>	<p>C &amp; C Towers Limited (CCTL) had made repayment of unsecured loan of Rs. 0.25 Crores and Rs. 1.60 Crores respectively to its related party creditors, namely, Fidere Facilities Management Private Limited &amp; Frontline Innovation Private Limited on 23.01.2018 and between Aug 2018 to June 2019, respectively.</p> <p>At the time of repayment of unsecured loans to the said related parties, CCTL had an outstanding liability of Rs. 178.75 Crores towards its secured financial creditors and the construction at the Project was stalled on account of lack of working capital.</p> <p>Further, there were no supporting documents available to substantiate that these payments were made in the ordinary course of business transactions.</p>
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<p>Section 45- Undervalued transaction</p>	<p>Transfer of receivable to related party</p>	<p>INR 0.91</p>		<p>CCTL had transferred amounts aggregating to Rs. 0.91 Crores receivable from three parties to C&amp;C Constructions Limited (CCCL).</p> <p>Manav Impex Private Limited- 0.67 Crores</p> <p>Priyanka Midha- 0.14 Crores</p> <p>ECIL Rapiscan Limited- 0.10 Crores</p> <p>Total- 0.91 Crores</p> <p>The above-mentioned parties are the debtors of CCTL whose receivables have been transferred by CCTL without any underlying transaction or consideration and after such transfer, the same have been added to the receivables due from CCCL to CCTL</p> <p>Further, INR 0.91 crores was transferred to CCCL on 31-March-2019 i.e. post initiation of CIRP against CCCL.</p>
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<p>Section 66- Fraudulent Transaction</p>	<p>Excessive mobilization advance and additional payment to related party without prior approval of lenders</p>	<p>INR 66.80</p>		<p><b>CCTL had total receivable balance of Rs. 66.80 Crores from CCCL including:</b></p> <p>unadjusted mobilization advance of Rs. 25.93 Crores and excess payment of Rs. 40.87 Crores through multiple transactions from February, 2016 till June, 2017</p> <p><b><u>Unadjusted Mobilization Advance</u></b></p> <p>CCTL had extended advance to the extent of 35% of contract price to CCCL, however, Transaction auditor, mentioned that as per general business/industry practice advance is usually allowed ranging from 15 to 20% of the contract value.</p> <p>It was noted that Rs 25.93 Crores of above advance is still unadjusted against construction</p> <p><b><u>Excess Payment of Rs 40.87 Crores</u></b></p> <p>CCTL had also made excess payment of Rs 40.87 crores to CCCL over and above RA bills and mobilization advances allowed to CCCL. No lender approval has been sought for this payment.</p>
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Section 66- Fraudulent Transaction	Non levy of liquidated damages and acceptance of liability	INR 27.72		<p><b><u>Non levy of liquidated damages</u></b></p> <p>As per the terms and conditions of the EPC contract, CCTL had a right to impose and levy liquidated damages for a sum equivalent to 0.25% of the contract value per week or part of week, maximum up to 5% of total contract value i.e. Rs. 15.82 Crores in case of default by the EPC contractor (i.e. CCCL).</p> <p>The work was scheduled to be completed within 18 and 30 months from the compliance date (i.e. December 16, 2009) for ISBT and Hotel &amp; commercial complex, respectively. Despite inordinate delay in the project, by EPC contractor (i.e. CCCL), CCTL has not imposed any liquidation damages on CCCL.</p> <p><b><u>Acceptance of liability</u></b></p> <p>GMADA invoked the bank guarantee of Rs 11.90 Crores (provided by CCCL on behalf of CCTL to GMADA) in the year of 2016, for non-completion of work.</p> <p>Despite abovementioned situation, CCTL recorded Rs.11.90 crores as liability of CCTL to CCCL</p>
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<p>Section 66- Fraudulent Transaction</p>	<p>Anomalies in Transactions with Related Party</p>	<p>INR 2.51 Crores</p>	<p><b><u>Inadequate supporting documents for Expenses claimed by FF MPL</u></b></p> <p>From FY18 to FY20, Fidere Facilities Management Private Limited (“FFMPL”), related party of CCTL, has incurred Rs 1.70 crores of manpower services, professional services and business promotion expenses on behalf of CCTL. Management of CCTL has not provided adequate supporting documents with respect to such expenses, hence, its prima facie create suspicion over the genuineness of Rs 1.70 crores</p> <p><b><u>Inadequate supporting documents for Expenses reported / claimed by FF MPL from ISBT income</u></b></p> <p>CCTL has also awarded the work for Collection, Operations and Maintenance at ISBT, Mohali to FF MPL vide agreement dated 11.09.2017.</p> <p>From February 2019 to October 2019, FF MPL has disclosed income of Rs 0.95 crores from ISBT operations, against which expenses of Rs 1.17 crores were reported.</p> <p><b><u>Inadequate supporting documents for Expenses reported / claimed by FF MPL from ISBT income</u></b></p> <p>Out of Rs 1.17 crores of expenses, the genuineness and authenticity of the expenses of Rs 0.81 crores</p>
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				<p>incurred by FF MPL could not be verified.</p> <p>Also, clause 3 of the Agreement executed between CCTL and Fidere FF MPL records that FF MPL created a security deposit of Rs.1.51 crore with CCTL, the agreement also provides for payment of interest at the exorbitant rate of 12% on such security deposit prior to termination of the agreement.</p>
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21. As per clause 15(iv) Part III of the Resolution Plan, any cash recovery from the parties in avoidance transactions (over and above the amount payable as per the terms of this Resolution Plan) under application, if adjudicated in favour by the Adjudicating Authority, shall be shared amongst all the Financial Creditors whose claims have been verified by the Resolution Professional in proportion to their admitted claims.

22. It is submitted that the resolution professional shall continue to pursue the avoidance transaction application in case the order is not passed by NCLT Chandigarh before the implementation Date (means the date, subsequent to the Effective Date i.e. within 90 days, on which the definitive documents are signed or the date of the construction of the Project shall commence, whichever is earlier) and the cost of pursuing the avoidance transaction application shall be borne by the Financial Creditors and shall not be borne by MDPL. As the date of disposal of the avoidance transactions application filed before this Bench cannot be predicted at the moment, the Resolution Profesional is directed to continue to pursue avoidance

transaction till their final disposal. The cost thereof is directed to be borne by the financial creditors.

23. The affidavit on behalf of the Resolution Professional has been filed vide diary No.00699/8 dated 28.04.2023 to place on record the addendum of 27.03.2023 to the resolution plan dated 28.04.2021 read with addendum dated 23.04.2021, clarification dated 30.03.2021 and the revised payment schedule in compliance of the order dated 21.02.2023 of this Adjudicating Authority.

24. In compliance of order dated 16.05.2023 of this Adjudicating Authority, an affidavit on behalf of the SRA regarding payment of provident fund was filed vide Dairy Nos. 00699/9 dated 02.06.2023 and 00699/10 dated 09.06.2023 wherein it was deposed by the successful resolution applicant that successful resolution applicant will pay the contribution and others sum due from the cooperate debtor under provisions of Employees Provident Funds and Miscellaneous Act, 1952 or Scheme or Pension Scheme or the Insurance Scheme, and under the Payment of Gratuity Act, 1972.

25. The business revival plan as laid down in Clause 9.2 of Part I of the Resolution Plan states the following with regard to the treatment of the approximately 195 Allottees, who have filed their claims as financial creditors, being advance given by them to Corporate Debtor for lease of real estate units.

- Resolution Applicant proposes to satisfy all the claims filed by the Allottees in the Project either by issuing fresh letter of allotment on

revised terms & conditions, in priority over the Allottees who failed to adhere to the payment schedule as per the Letter of Allotment executed between the parties, or by refund of the amounts claimed by the Allottees, in the manner as proposed in this Resolution Plan and subject to the terms and conditions mentioned herein. The allotment of the units to the Allottees shall be governed by the terms of the fresh Letter of Allotment on revised terms and conditions as per resolution plan that will be issued to the Allottees.

- The Allottees shall be given the option either to take refund or to continue with the Allotment as provided in the manner as provided herein below.
- The total verified claim of the Creditors in Class (Allottees) is INR 41,87,00,000/- (Rupees Forty One Crores Eighty Seven Lakhs only), above shall be settled in full by payment of an amount equivalent to INR 4,42,00,000/- (Rupees Four Crores Forty Two Lakhs Only.) to be paid by the Resolution Applicant in 4 years subsequent to 18 months moratorium period from the Implementation Date.
- The Allottees who opt to continue with the allotment, shall have to pay differential charges as per the revised average rate in terms of the Resolution Plan. Average rate here means the average of existing allotment rate for all categories of Allottees. Any increase in the differential charges payable by the Allottees in terms of the revised average rate would be paid on pro rata basis. The amounts already paid by such Allottees shall be adjusted and the Allottees shall pay the balance amounts as per the revised average rate in quarterly



instalments within two years from the Implementation Date. If the Allottees opt for instalment scheme then the same shall attract interest @12% which will be charged on reducing balance basis. Further, the provision of guaranteed lease/rentals to the Allottees under the existing Letter of Allotment would be extinguished.

- The decision with respect to the option exercised by the Allottee shall be conveyed by the Authorised Representative of the Allottees to the Resolution Applicant within 30 days from the Implementation Date.
- Resolution Applicant proposes to complete the pending construction activities and hand over the possession of respective units to the Allottees who opt to continue with the Allotment of the unit in the manner as specified under this Resolution Plan.
- The Resolution Applicant proposes to provide units in the Projects in the manner as proposed in this Resolution Plan to the Allottees whose claims were verified and admitted by Resolution Professional and who opt to continue with the Allotment of the units.
- The Allottees will be required to make balance payments towards construction of the Project as per the fresh Letter of Allotment and to the extent as demanded as per the Resolution Plan. The existing Letter of Allotment with the Allottees shall stand cancelled. This amount does not include any amount payable to any Government Authority in relation to registry, taxes, cess or any kind of additional facility like electrification charges (pro rata share of providing HT power supply). The same would be ascertained and payable by the Allottee at the time of offer of possession.

- The Resolution Applicant intends to start construction related activities within 8–10 (eight to ten) weeks from the implementation date. The said period of eight to ten weeks shall be utilised for mobilisation activities. The Resolution Applicant shall target to complete the development and construction within 24 months from Implementation Date for Tower A, within 36 months for Tower B from the Implementation Date and 48 months for Tower C from implementation date subject to Force Majeure in a phased manner, with a buffer period of additional 12 months on account of any unforeseen circumstances.
- In case an Allottee opts for transfer of the unit, then the Resolution Applicant shall charge fees of Rs. 200 /- per sq. ft., plus applicable taxes, for any transfer of ownership from existing Allottee as administrative charges, and such Allottee shall be bound by the Resolution Plan.
- In case the Allottees do not wish to continue with the allotment then the entire area after the settlement of claim of allottees as aforementioned shall be available for resale to the Resolution Applicant and all claims, liabilities etc shall stand extinguished.

26. The provision for the effective implementation of the Resolution Plan is provided in the Part II, Clause 18 of the Resolution Plan which is extracted as below:-

*“18. PROVISIONS FOR EFFECTIVE IMPLEMENTATION*

*The steps for completion and effective implementation of the transactions contemplated in this Plan are set out in Part II (Implementation Provisions). The Resolution Applicant, the Corporate Debtor, the Monitoring Agency, the Committee of Creditors and all other relevant stakeholders of the Corporate Debtor shall take all relevant actions as may be required for (i) implementing the steps set out in Part II (Implementation Provisions); and (ii) effecting the payments to the relevant stakeholders of the Corporate Debtor, as set out in Part III (Mandatory Provisions of the Plan); thereby achieving effective implementation of the Plan”.*

27. The effective date is defined in the Resolution Plan as the date on which this Resolution Plan is approved by the Adjudicating Authority under Section 31 of the IBC. The implementation date is defined as the date, subsequent to the effective date, i.e, within 90 days, on which the definitive documents are signed or the date of the construction of the project shall commence, whichever is earlier.

28. It is further mentioned that upon approval of this plan and on payment to all the stakeholders of the amounts as proposed in the Resolution Plan, all the secured financial creditor shall relinquish their charges from the corporate debtor's remaining properties existing as on the insolvency commencement date in terms of the decision of the Hon'ble Supreme Court in the case of ***Ghanshyam Mishra and Sons Private Limited through Authorised Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director & Ors.*** 2021 SCC Online SC 313 and the principle of clean slate under Insolvency and Bankruptcy Code, 2016.

29. Details on Management/Implementation and Relief as per the Resolution Plan include the following Salient Features:

- a. Plan implementation timeline.
- b. Management of the corporate debtor.
- c. Supervision of Implementation of the Resolution Plan.
- d. Appointment of CEO,CFO,COO and CS.
- e. Managerial Competence and Technical Abilities.

30. Certain Waivers, Reliefs, and Exemptions have been sought in the Resolution Plan which are summarised below::

<b>Sr. No.</b>	<b>Relief and/or Concessions and Approvals Sought</b>	<b>Competent Authority/ Courts/ Government/Semi-Government Authority for relief sought</b>	<b>The observations as regards reliefs/concessions sought as below are:-</b>
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1.	<p style="text-align: center;"><b>Clause 11.1</b></p> <p><b>Licenses/Approvals/Contractual Rights and Benefits, Page 38 of the Resolution Plan Compilation</b></p> <p>The Resolution Applicant has also considered that by virtue of the order of the Adjudicating Authority approving this Resolution Plan and since the Resolution Applicant would acquire the Corporate Debtor on a 'going concern' basis, all consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license or any registration, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled or accustomed to shall, notwithstanding any provision to the contrary in their terms and notwithstanding that they may have already lapsed or expired due to any non-compliance or efflux of time, be deemed to continue without disruption for the benefit of the Corporate Debtor and the Resolution Applicant for a period of 42 months from the NCLT Plan approval date i.e. the Effective Date or until the period mentioned in such Business Licenses, whichever is later;</p>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh, RERA Punjab, Stamp Duty Department/ROC New Delhi/PF Department</b></p>	<p>Licenses/Approvals/Contractual Rights and Benefits prevailing as on the date of the initiation of the CIRP is allowed to continue. However, last or expired licenses approval etc., the concerned authority be approached.</p>
	<p>For the avoidance of doubt, it is hereby clarified that all consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled to, which were in place on the date of shut down of construction work at the project shall be deemed to continue without disruption for the benefit of the Corporate Debtor for a period of 42 months from the Effective Date or till the completion of the Project or until renewed by the relevant authorities, whichever is later as per the Resolution Plan. Without any liabilities for non-compliance during the time specified above, the Resolution Applicant undertakes to expeditiously identify such expired consents, licenses, approvals, rights, entitlements, benefits and</p> <p>IA No.331 of 2021 In CP (IB) No.105/Chd/Hry/2019 (Admitted)</p>		<p>The SRA is taking over the corporate debtor on a "going concern basis" and in this case, the project work shut down midway and the project is half complete. The SRA is to complete the unfinished project as on the date of shutting down of the work, the corporate debtor was entitled to certain consents, licenses, approvals, rights, entitlements etc and the same are within entitlement of the SRA. However, if some of those have expired in the meanwhile, the SRA is to identify those within a period of 2 months and approach the appropriate authority who may consider the same expeditiously in keeping in mind the objective of the Code</p>

	<p>privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled to and evaluate the steps required to address the same and take steps to remedy the same to the extent practically possible;</p>		<p>to enable the corporate debtor remain a going concern.</p>
	<p>The period of non-operation i.e. from shutdown date of construction work to Implementation Date, shall not be counted upon i.e. any approval, grant, license etc. shall be treated to be in effect as the same was in effect on the shutdown date and shall remain valid for their residual tenure as on the shutdown date of construction work;</p>		<p>As the shut down cannot be attributed to any action of the SRA who will take over only from the effective date, the period of non-operation is allowed to be not counted upon from any approval, grant, license etc, the SRA, however, is directed to approach the appropriate authority in case of expired approvals, grants which are expired. The authorities will consider such requirements expeditiously. Keeping in view the objectives of IBC.</p>
	<p>All relevant Governmental Authorities shall grant relief from payment of stamp duty, registration charges and applicable fees (including fees payable to the jurisdictional registrar of companies) as also any fee, costs or charges as may be payable to Punjab RERA Authority for change in ownership/ control, revision of project completion timelines, etc. for the (i) successful implementation of the Plan (including for increase in authorised share capital, any capital reduction, issuance or transfer of shares or debentures, provision of loan and related security interest and release of security interest, as contemplated in this Plan); and (ii) all other related documents that may be executed by the Resolution Applicant and / or the Corporate Debtor in respect of the transactions contemplated under the Plan;</p>		<p>These prayers are subject to the Rules and Regulations of the respective authorities and the same cannot be granted by this Tribunal. The SRA to approach the appropriate authority who may consider the same expeditiously keeping in mind the objectives of the Code to enable the corporate debtor remain a going concern.</p>

<p>· The Registrar of Companies, New Delhi to take on record and implement the Plan, upon approval of the Plan by the NCLT, without any further compliances;</p> <hr/> <p>· All Governmental Authorities to waive the Non-Compliances of the Corporate Debtor prior to the Closing Date (including Non-Compliances under Companies Act, 2013, Employees' Provident Fund &amp; Miscellaneous Provisions Act, 1952 and other Applicable Laws, and Non-Compliances in relation to non-payment of any outstanding charges and dues by the Corporate Debtor (including stamp duty, registration fee and property Taxes);</p> <hr/> <p>Since the Resolution Applicant has been provided with limited information in relation to the Business Permits and their current status, it is probable that certain of the Business Permits of the Corporate Debtor have lapsed, expired, suspended, cancelled, revoked or terminated or the Corporate Debtor Group has Non-Compliances in relation thereto. Accordingly, all Governmental Authorities to provide reasonable time period, if required, in order for the Resolution Applicant to assess the status of these Business Permits and ensure that the Corporate Debtor is compliant with the terms of such Business Permits and Applicable Law without initiating any investigations, actions or proceedings or imposing any costs in relation to such Non-Compliances and permit the Resolution Applicant to continue to operate the businesses of the Corporate Debtor;</p> <hr/> <p>· All Governmental Authorities to grant any relief, concession or dispensation as may be required for implementation of the transactions contemplated under the Plan in accordance with its terms and conditions,</p>	<p>The necessary compliance be made before the Registrar of Companies as per law.</p> <hr/> <p>These prayers are subject to the Rules and Regulations of the respective authorities and the same cannot be granted by this Tribunal. The SRA to approach the appropriate authority who may consider the same expeditiously keeping in mind the objective of the Code to enable the corporate debtor remain a going concern.</p> <hr/> <p>Allowed. Given the complexities involved in completing this half finished project as well as the vast number of rules and regulations applicable to this project, the corporate debtor should be given reasonable time period by the respective authorities and the SRA to approach the respective authorities with this request who may consider keeping in mind the objective of the Code to enable the corporate debtor remain a going concern.</p> <hr/> <p>These prayers are subject to the Rules and Regulations of the respective authorities and the same cannot be granted by</p>
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	<p>and to waive the Non-Compliances of the Corporate Debtor;</p> <hr/> <p>Notwithstanding anything contained in this Plan, this Plan and the amounts and payments contemplated and set out in this Plan have been arrived at on the basis of the (i) information provided by the Resolution Profession in the Information Memorandum, (ii) information on the status of claims as on 17.02.2021 provided by the Resolution Professional, and (iii) information provided on VDR till 17.02.2021. It is clarified that the rights of the Resolution Applicant, set forth in this Chapter are without prejudice or detriment to any rights, remedies or powers that the Resolution Applicant may have in under applicable laws, under any document or on equity. In the event that any of the assumptions set out in this Plan are breached, the Resolution Applicant and the members of the erstwhile Committee of Creditors (represented through their authorised representative), as applicable, shall mutually discuss and agree on a suitable redressal method;</p> <hr/> <p>Regulation 37(l) of the CIRP Regulations provides that a resolution plan may provide for the measures required for implementing it, including but not limited to obtaining necessary for approvals from the Central and State Governments and other authorities. Accordingly, the Resolution Applicant requires all Governmental Authorities to grant any relief, concession or dispensation as envisaged in the Resolution Plan for its implementation. In this regard, upon the NCLT approving the Plan, the Resolution Applicant will pursuant to the NCLT's order, make necessary applications to the relevant Governmental Authorities to seek such waivers and reliefs, as</p>	<p>this Tribunal. The SRA to approach the appropriate authority who may consider the same expeditiously keeping in mind the objective of the Code to enable the corporate debtor remain a going concern.</p> <hr/> <p>Allowed. The issues arising in the course of the implementation of the plan should ideally be resolved through mutual discussion by the stakeholders. However, it is beyond the powre of this authority to prevent stakeholders from seeking alternate remedies to protect their interests.</p> <hr/> <p>The SRA to approach the appropriate authority who may consider the same keeping in mind the objective of the Code to enable the corporate debtor remain a going concern. The plan is already greatly delayed. To avoid any further delay, the Government Authorities are directed to expeditiously consider and decided on the request for relief, concession made by the corporate debtor preferably within a period of</p>
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	<p>appropriate. In particular, and without limiting the foregoing, the Resolution Applicant requires the measures as stated in Part I and from the other relevant Governmental Authorities, which the Resolution Applicant believe are required for implementing this Plan;</p> <hr/> <p>The Resolution Applicant and Corporate Debtor shall not be liable for any payments against any contingent liability whether mentioned in the Information Memorandum or not included in the Information Memorandum but not limited to liabilities on account of bank guarantees given to customers or any other entity, Income Tax, GST, Sales Tax, VAT, Excise Duty, Custom Duty and any other duty, Tax, Cess, levies etc. due to Centre, State, or Local Bodies other than as proposed in this Resolution Plan;</p> <hr/> <p>The Corporate Debtor, Resolution Applicant and their Board of Directors (appointed after NCLT Plan approval date i.e. the Effective Date) shall not be liable for any breach or non-compliance of the terms and conditions of the Layout Plan, concession agreement, Lease Deeds, Buy back arrangements and the Maintenance Agreements and such other clearances/approvals, etc., by the Corporate Debtor, for a period until the NCLT plan approval date i.e. the Effective Date and any penalty /claim for any such breach or non-compliance shall stand waived and extinguished on and from the NCLT plan approval date i.e. the Effective Date and accordingly all such payments shall be deemed to be settled in terms of this Resolution Plan by virtue of settlement of dues of the operational Creditors or creditors in class, as the case may be.</p> <hr/> <p>Upon approval of this Resolution Plan by the Hon'ble NCLT, all actions stated in this Resolution Plan shall be</p>		<p>three months of receiving such application.</p> <hr/> <p>Allowed. As a general rule, the corporate debtor starts on a clean slate after the approval of the Resolution Plan and as such the liabilities of the period prior to the approval of the Resolution Plan stands extinguished under the provisions of the Code.</p> <hr/> <p>The SRA will be taking over after the effective date of the Resolution Plan and hence, cannot be held responsible for any infringement, deviations committed by the erstwhile management and cannot be made to pay any penalty, claim for action committed before the approval of the Resolution Plan in view of the clean slate policy enunciated by the Hon'ble Supreme Court in the case of <b>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</b> 2021 SCC Online SC 313.</p>
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	<p>deemed to be approved. Accordingly, any action or implementation of this Resolution Plan shall not be a ground for termination of any Clearances or the like that has been granted to the Corporate Debtor or for which the Corporate Debtor has made an application for renewal or grant.</p>		<p>Allowed subject to the observation that the SRA would make application for renewal of grant etc to the respective authorities who may consider the same keeping in mind the objective of the Code to enable the corporate debtor remain a going concern.</p>
	<p>The approval of this Plan by the NCLT shall be deemed to have waived all the procedural requirements in terms of Section 66, Section 42, Section 62 (1), Section 71 of the Companies Act, 2013, and relevant rules made thereunder, in relation to reduction of share capital of the Corporate Debtor;</p>		<p>To be as per provisions of the Companies Act, 2013. No waiver by this authority can be considered.</p>
	<p>Upon the approval of the Resolution Plan by the NCLT, any claims by any person whether submitted to Resolution Professional or not, admitted by Resolution Professional or not, due or contingent, asserted or un-asserted, crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, present or future against the Corporate Debtor accrued as on the insolvency commencement date against the Corporate Debtor, whether arising under the subsisting consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or any contractual arrangements entered into by the CD , shall notwithstanding any provision to the contrary in their terms, stand extinguished without any recourse;</p>		<p>Granted in view of the decision of the Hon'ble Supreme Court in the case of <b><i>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</i></b> 2021 SCC Online SC 313.</p>
	<p>The submission of this Resolution Plan shall not in any manner prejudice or affect the ability of the Resolution Applicant/SPV to be a Resolution Applicant under the Code in respect of any other person or in respect of any other corporate insolvency resolution process under the Code.</p>		<p>Allowed subject to the condition that it should not affect the implementation of the present Resolution Plan.</p>

<p>2.</p>	<p><b>Clause 11.2 Liabilities for Past Actions or Omissions, Page 41 of the Resolution Plan Compilation</b></p> <p>All Claims against the Corporate Debtor from any Party as on the Implementation Date will stand extinguished subject to however the Resolution Applicant fulfilling its financial obligations undertaken under this Resolution Plan. In this context it is further clarified that:</p> <p>a. Claims admitted/verified by the Resolution Professional shall stand settled and extinguished as per the Resolution Plan.</p> <p>b. Claims that were either not filed or not admitted or rejected during the CIRP in terms of the provisions of the Code shall stand extinguished;</p> <p>c. Any Claim that may arise post the Implementation Date including Claims under applicable Law, contract, judicial/quasi-judicial proceedings, disputed or undisputed, crystallized or otherwise which relate to the period on or prior to the insolvency Commencement Date shall always be subject to the payment proposed to be made under this Resolution Plan and shall pose no additional liability (whether financial, contractual, performance or otherwise) on the Resolution Applicant.</p> <p>d. Any claims made under any guarantees issued by the Corporate Debtor on behalf of any third party(ies) shall also stand extinguished as a part of this Resolution Plan and the beneficiaries of such guarantees shall be expected to recover the monies with respect to uninvoked guarantees from the principal borrower and for any shortfall, they shall not have any recourse against the Corporate Debtor and/or the Resolution Applicant.</p> <p>All outstanding negotiable instruments issued by the Corporate Debtor including demand promissory notes, post-dated cheques, bills of</p> <p>IA No.331 of 2021 In CP (IB) No.105/Chd/Hry/2019 (Admitted)</p>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh.</b></p>	<p>Allowed in view of the decision of the Hon'ble Supreme Court in the case of <b>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</b> 2021 SCC Online SC 313, which held that as on the date of the approval of the Resolution Plan, all such claims that are not part of the Resolution Plan shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect of such claims.</p>
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	<p>exchange, letters of credit etc. shall stand terminated and the Liability of the Corporate Debtor under such instruments shall stand extinguished other than those issued during the CIRP process;</p> <p>· All powers of attorney executed by or on behalf of the Corporate Debtor on or prior to the Implementation Date shall stand revoked and cancelled except when expressly continued by the new management formed after the Effective Date;</p>		
	<p>· The Resolution Applicant, and its directors, officers and employees shall have immunity from any actions and penalties (of any nature) under any laws for any non-compliance of laws in relation to the Corporate Debtor or by the Corporate Debtor, as well as with the terms of any agreement or arrangement entered into by the Corporate Debtor, which was existing as on the Implementation Date and such Immunity shall continue for a period of 12 months from, the Implementation Date. Without any liability for the non-compliance during the time specified above, the Resolution Applicant shall undertake to cause the Corporate Debtor to expeditiously identify such non-compliances, evaluate the steps required to address such non-compliances and take steps to remedy such non-compliance to the extent practically possible. The Resolution Applicant and the Corporate Debtor shall be entitled to apply to and approach the Hon'ble NCLT for relief for continued implementation of the approved Resolution Plan before or after any coercive action is taken against the Corporate Debtor or the Resolution Applicant.</p>		<p>Granted in terms of the provisions of Section 32A of the Code which provides for cessation of the liability for prior offences etc.</p>
	<p>· The Corporate Debtor shall be entitled to terminate or modify any contract(s) (including contracts with</p>		<p>Allowed in terms of the clean slate policy enunciated by the Hon'ble Supreme Court</p>

	<p>parties that were related parties of the Corporate Debtor prior to the Insolvency Commencement Date) if in view of Resolution Applicant they either impose onerous conditions or may render the revival of the Corporate Debtor and implementation of the Plan impracticable or unviable or hinder the restructuring for the Corporate Debtor and its Affiliates;</p> <p>· With regard to all other unevolved bank guarantees / letters of credit, it is expressly stated that the Resolution Applicant shall neither be liable to honor such bank guarantee / letters of credit nor shall it be obliged to renew the bank guarantee / letters of credit or provide any assistance to the respective creditors to contest or defend any claims that are raised by the beneficiary. The satisfaction or payment by the respective creditors upon receipt of any claims in connection with the aforementioned bank guarantees / letters of credit shall not be construed as a default on part of the Corporate Debtor and, any modifications required in the bank guarantee / letter of credit documents to reflect such arrangement shall be made by the respective creditors.</p> <p>All agreements / arrangements between the Corporate Debtor and the persons currently classified as promoter or promoter group, persons acting in concert with promoters, holding companies, subsidiary companies, associate companies, group companies and / or their respective affiliates / associates, shall stand terminated at the instance of the Resolution Applicant, with no Liability to the Corporate Debtor (including but not limited to with regard to any previous breaches) or to Resolution Applicant. However, it is clarified that all claims of the Corporate Debtor against such related parties (and all liabilities of such related parties towards the Corporate Debtor) shall remain outstanding, due and payable in accordance with their terms, including any that may arise from the implementation of this Resolution Plan and shall be vested in the Corporate</p>		<p>in the case of <b>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</b> 2021 SCC Online SC 313.</p>
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	<p>Debtor and/or its successors for the benefit of the Resolution Applicant only;</p> <p>· Notwithstanding the terms of the relevant agreements, the NCLT shall direct that prior approval of the counterparties shall not be required to be obtained for change in control / constitution of the Corporate Debtor pursuant to the terms of this Plan and such counterparties: (i) shall waive all objections / liabilities of the Corporate Debtor arising out of the initiation of corporate insolvency resolution / bankruptcy proceedings involving the Corporate Debtor, appointment of the Resolution Professional and in respect of the implementation of this Plan; (ii) shall waive the right to suspend these agreements due to any previous delays / failures by the Corporate Debtor to make payments under such agreements; and (iii) shall not modify prejudicial to the Corporate Debtor or terminate the relevant agreements or take any adverse actions against the Corporate Debtor.</p>		
3.	<p><b>Clause 11.3 Relevant Tax Authorities, Page 43 of the Resolution Plan Compilation</b></p> <p>· The Corporate Debtor and the Resolution Applicant shall not be liable for any taxes and shall be granted an exemption from all Taxes, levies, fees, transfer charges, transfer premiums, and surcharges that arise from or relate to implementation of the Resolution plan, since payment of these amounts may make the Resolution plan unviable. Any reference to Taxes shall include any transfer premiums or charges, change of ownership/ Control charges payable in connection with the implementation of</p>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Income Tax Department/Hon'ble NCLT Chandigarh/ Central Board of Direct Taxes/GST Department/ Central Board of Excise and Customs/Registrar of Companies.</b></p>	<p>The SRA is directed to approach the Tax Authorities for these concessions and reliefs who will consider the same keeping in view the objectives of the IBC, 2016.</p>

	<p>this Resolution Plan and the consequent change in ownership and Control of the Corporate Debtor. Further:</p> <ul style="list-style-type: none"> <li>· The Central Board of Direct Taxes / relevant Tax authorities and its enforcing officers and / or agencies (including but not limited to the Assessing Officer, Commissioner of Income Tax, Commissioner of Income Tax (Appeals) and Income Tax Appellate Tribunal) to: (i) not void or take any other actions with respect to the transactions contemplated under this Plan under Section 281 of the IT Act; (ii) exempt the Resolution Applicant or its nominated SPV from any liability pursuant to Sections 56 and 170 of the IT Act; and (iii) not levy any Tax (including minimum alternate Tax) arising as a result of giving effect to, or otherwise in relation to, the Plan, in the hands of the Corporate Debtor, the Resolution Applicant or its nominee. The Central Board of Excise and Customs to not void or take any other actions with respect to the transactions contemplated under this Plan under Section 81 of the Central Goods and Service Tax Act, 2017 and not impose any successor liability on the Resolution Applicant or its nominated SPV, or the Corporate Debtor;</li> <li>· The Central Board of Direct Taxes / relevant Tax authorities to not subject income or gain or profits, if any, arising as a result of giving effect to the Plan to Tax including minimum alternate Tax in the hands of Corporate Debtor;</li> <li>· The CBDT/DOR shall grant the following exemptions / waivers: (i) from applicability of Section 56 (2)(x) and Section 281 of the Income Tax Act, 1961 including obtaining no-objection certificate from income tax authorities in respect of all the pending proceedings and dues (including interest and penalty) of the Corporate Debtor/Shareholder(s) arising for periods up to the Implementation Date (including such proceedings and dues for periods prior to the Implementation Date that may crystallize subsequent to the</li> </ul>		
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	<p>Implementation Date). and (ii) from all Tax Liabilities (including interest and penalty) and Tax proceedings arising in respect of periods up to the Implementation Date, including such Liabilities/ proceedings for periods up to the Closing Date that may crystallize subsequent to the Implementation Date in respect of on-going or potential Income - tax litigations at all levels;</p> <p>The CBDT/DOR will treat the transaction under the Resolution Plan as bonafidely undertaken with a view to revive the existing Business and shall treat the Resolution Plan, approved by Hon'ble NCLT as duly compliant with the provisions of the Income Tax Act, 1961 and thus any step followed as part of the restructuring under this Resolution Plan shall be provided any specific exemption from tax, if arising on account of the steps followed in the transaction. The Income-Tax authorities shall waive any Taxes, including Minimum Alternate Tax or under "Income arising under the head Income from Other Sources, arising from or in connection with the implementation of the Resolution Plan. The Corporate Debtor shall be permitted to carry forward its unabsorbed tax losses and unabsorbed depreciation notwithstanding a change in the shareholding of the Corporate Debtor as provided under Section 79 of the Income Tax Act, The Central Board of Excise and Customs ("CBEC")/DOR to not void or take any other actions with respect to the transactions contemplated under Section 81 of the Central Goods and Service Tax Act, 2017 and not impose any successor liability on the Resolution Applicant and the Corporate Debtor. Further CBEC/DOR shall waive the Corporate Debtor and Resolution Application from all Tax Liabilities (including interest and penalty) and Tax proceedings arising in respect of periods up to the Implementation Date, including such Liabilities/ proceedings for periods up to the Implementation Date that may crystallize subsequent to the Implementation Date in respect of any</p>		
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	<p>on-going or potential Tax litigations at all levels;</p> <ul style="list-style-type: none"> <li>· All the dues including taxes/ cess/ interest / penalty and other liabilities outstanding towards GST, Income Tax, RoC any other statutory authority, existing as on NCLT Plan approval date i.e. the Effective Date, shall stand extinguished. No liability shall arise on the Resolution Applicant for the period prior to NCLT Plan approval date i.e. the Effective Date.</li> <li>· The Corporate Debtor shall not be disallowed any previous deductions before the Implementation Date on the grounds of non-payment or non-deduction of TDS which has already been allowed in previous returns;</li> <li>· The Resolution Applicant and/or the Corporate Debtor, as the case may be, shall be entitled to all the assets including all benefits with respect to input tax, credit of Various Taxes including but not limited to service tax, sales tax, goods and service tax or cess by whatever name known, available as balance in financial statements as of the Implementation Date;</li> <li>· Any liability relating to a period prior to the Implementation Date, arising out of or relating to any such benefit/asset accruing or to be accrued to the Corporate Debtor, will be treated as an Operational Creditor and no additional payment shall be made or be payable with respect to such liability by the Corporate Debtor and/or the Resolution Applicant; and</li> <li>· All Claims (whether contingent or crystallized, known or unknown, filed or not filed) or Governmental Authorities in relation to all Taxes which the Corporate Debtor was or may be liable to pay (including with respect to financial years under assessment), all deductions and all withholding Taxes on any payment, as required under Applicable Law and pertaining to the period prior to the Insolvency Commencement Date shall stand extinguished on the NCLT Plan</li> </ul>		
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	<p>approval date i.e. the Effective Date. Furthermore, and without prejudice to the other generality of the foregoing, any assessment, re-assessment, revision or other proceedings under the provisions of the applicable Laws relating to Taxes would be deemed to be barred in relation to any period prior to the Implementation Date, by virtue of the order of the Adjudicating Authority approving this Resolution Plan.</p> <ul style="list-style-type: none"> <li>· Any tax liability (including any interest and/or penalty thereon) arising on account of transfer of development rights from subsidiaries to Corporate Debtor shall stand reduced to NIL and the Resolution Applicant and/or Corporate Debtor shall not be under any obligation to pay any tax/demand in relation to the same.</li> <li>· The requirement of obtaining a no objection certificate under section 281 of the Income-Tax Act, 1961 and provisions of taking over its predecessor's Tax liability under section 170 of the Income Tax Act shall not be applicable. Further, the transaction shall not be treated as void under section 281 of the Income Tax Act, 1961 for any claims in respect of Tax or any other sum payable by the Corporate Debtor or any shareholder of the Corporate Debtor. Similarly, any requirements to obtain waivers from any tax authorities including in terms of Section 79 and Section 115B and any other provision of the Income Tax Act, 191 is deemed to have been granted upon approval of this Resolution Plan on the NCLT Plan approval date i.e. the Effective Date.</li> <li>· That the Adjudicating Authority be pleased to give our issue necessary direction, instructions to the CBDT, Central board of Indirect Taxes and Customs and State GST authorities to exempt income/gain/profits, if any, arising as a result of giving effect to the Resolution plan and from being subjected to Income Tax in the hands of the Corporate Debtor or the Resolution</li> </ul>		
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	<p>Applicant under the provisions of value added tax, customs, octroi, excise duty, service tax, goods &amp; services Tax, Income-Tax Act including but not limited to any income tax and Minimum Alternate Tax (MAT) liability arising on capital reduction in Corporate Debtor, consolidation of share capital of Corporate Debtor, write off/ write down of current amounts due to employees, vendors, Operational Creditors, Financial Creditors, value of assets, value of inventories etc. Without any impact on brought forward tax and book loss/ depreciation; and waive all liabilities whether crystallized or not in respect of Taxes (including interest and penalty) arising in respect of periods up to the NCLT Plan approval date i.e. the Effective Date;</p> <p>· Waiver of any withholding tax, income-tax and MAT liability or consequences (including interest, fine penalty, etc) on Corporate Debtor, Resolution Applicant and its shareholders on account of various steps as proposed in the Resolution plan, including but not limited to liabilities if any under Section 28, Section 41, Section 56, Section 43, Section 28, Section 115JB, Section 79, Section 45, Section 269SS, Section 269T and Section 271E of the Income-Tax Act, 1961, Including, without limitation:</p> <p>a. Waiver of MAT and income tax implication arising due to hiving-off of surplus/obsolete assets, sold by the Resolution Applicant.</p> <p>b. Waiver of MAT and income tax implication arising due to write back/write off of liabilities in the books of accounts of Corporate Debtor without any impact on brought forward tax and book loss/depreciation, pursuant to this Resolution Plan.</p> <p>c. Waiver of MAT and income tax implications arising due to the revaluation of assets of the Corporate Debtor to their realisable value, pursuant to this Resolution Plan.</p>		
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	<p>C&amp;C Constructions Ltd. was a contractor of the Corporate Debtor and had taken an advance of INR 58.6 Crores for the purpose of construction and development work. C&amp;C Constructions Ltd. is currently undergoing CIRP in terms of the provisions of IBC and the Resolution Professional of the Corporate Debtor has filed a claim of INR 58.6 Crores in the CIRP of C&amp;C Constructions Ltd. which has been verified and admitted of INR 49.4 Crores by the Resolution Professional of C&amp;C Constructions. Any amount recovered under the said claim filed by the Resolution Professional of the Corporate Debtor, shall be distributed proportionately amongst all the Secured Financial Creditors of the Corporate Debtor. It is clarified that the same shall be over the above the amount allocated to the Secured Financial Creditors in the Resolution Plan.</p> <p>Incase any litigation for recovery of INR 58.6 Crores from C&amp;C Construction Ltd. is initiated or has to be initiated then the same shall be the sole responsibility of the secured financial creditors.</p> <p>Any liability/claim pertaining to period prior to Insolvency Commencement Date on account of non-payment of tax/ interest/ penalty by Corporate Debtor, shall stand reduced to NIL on the NCLT Plan approval date i.e. the Effective Date and the Resolution Applicant and/or Corporate Debtor shall not be under any obligation to pay any tax/demand in relation to the same.</p> <p>All assets (including properties, whether freehold, leasehold or license basis) of the Corporate Debtor to be vested, free and clear of all Encumbrances and disputes;</p>		<p>Granted keeping in view the interest of the corporate debtor as well as financial creditors of the corporate debtor and the relevant provisions of the IBC, 2016.</p> <p>As regards the payment of tax interest and penalty of the corporate debtor, the SRA may approach the Tax Authorities who will consider the same keeping in view the objectives of the IBC 2016.</p> <p>Granted in terms of the provisions of IBC, 2016.</p>
4.	<b>Clause 11.4. Punjab Real Estate Regulatory Authority (PRERA)</b>	<b>The Authorities/Courts/ Government/</b>	The SRA to approach Punjab Real Estate

	<p><b>Authority), Page 47 of the Resolution Plan Compilation</b></p> <ul style="list-style-type: none"> <li>· All order passed by Punjab RERA against the Corporate Debtor shall stand nullified.</li> <li>· To grant relief from payment of any fee, charge, levy etc. due to change in ownership or revisions of project completion timeline etc.</li> <li>· To accept the new time period for completion of the construction of the Project, as contemplated under the Resolution Plan.</li> </ul>	<p><b>Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh/RERA Punjab</b></p>	<p>Regulatory Authority for necessary reliefs and concessions who will consider the same keeping in view the objectives of the IBC, 2016.</p>
5.	<p><b>Clause 11.5. Inquiries, Investigations etc. Page 47 of the Resolution Plan Compilation</b></p> <ul style="list-style-type: none"> <li>· Upon the approval of Resolution Plan by the Hon'ble NCLT, all ongoing investigations and proceedings as mentioned in the Information Memorandum or otherwise, 'whether civil or criminal, notices, of action, suits,' claims, disputes, litigation, arbitration or judicial, regulatory or administrative proceedings against or in relation to, or in connection with the Corporate Debtor or the affairs of the Corporate Debtor, pending or threatened, present or future ( including without any limitation, any investigation, action, proceeding, prosecution, whether civil or criminal, by the CBI, ED or any other regulatory or enforcement agency), in relation to any Period prior to the Effective Date or arising on account of the acquisition of the control by the Resolution Applicant over the Corporate Debtor pursuant to this Resolution Plan shall stand withdrawn or dismissed and all liabilities or 'obligations in relation thereto, whether or not set out in the Balance Sheets and Profit or Loss Account of the Corporate Debtor, will be deemed to have been written off in full without any tax liability on the Corporate Debtor and permanently extinguished and the Corporate Debtor and the Resolution Applicant shall at no point of time be directly or indirectly, held responsible or</li> </ul>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh/CBI/Enforcement Directorate/ Serious Fraud Investigation Office.</b></p>	<p>Granted in terms of provisions of Section 32A of the code which provides for cessation of liability for prior offences etc.</p>

	<p>liable in relation thereto notwithstanding any adverse order that may be passed in respect of the same by any authority prior or after the Completion Date.</p> <p>In case of any action by any governmental authority, enforcement directorate, serious fraud investigation office, ministry of corporate affairs, taxation authorities (direct or indirect taxes), central or state or local authorities or any other Governmental Authority against any acts or omission of Corporate Debtor or existing shareholder and/or director of Corporate Debtor (Prior to the NCLT Plan approval date i.e. the Effective Date), shall not have any bearing on the ownership of Resolution Applicant on the Corporate Debtor and its assets, including but not limited to Project and/or Project Land, after the NCLT Plan approval date i.e. the Effective Date.</p> <p>Upon the approval of the Resolution Plan by the Hon'ble NCLT, all new inquiries, investigations, whether civil or criminal, notices, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings will be deemed to be barred and will not be initiated or admitted against the Corporate Debtor in relation to any prior period to the acquisition of control by the Resolution Applicant over the Corporate Debtor or on account of acquisition control by the Resolution Applicant over the Corporate Debtor pursuant to this Resolution Plan. In any event the Resolution Applicant, the Corporate Debtor or the reconstituted Board of Directors shall not be responsible for any non-compliance relating to the period prior to the Effective Date.</p> <p>No consequence of liability arising out of any criminal act done by the Corporate Debtor and/or its management shall fall upon the Resolution Applicant or any employees, directors, representatives of Resolution Applicant and the Corporate Debtor.</p>		
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	<p>· Neither shall the Resolution Applicant nor the Corporate Debtor nor their respective directors, officers, and employees to be appointed after the Approval Date be liable for any violations, liabilities, penalties or fines with respect to or pursuant to the Corporate Debtor not having in place the requisite licenses and approvals required to undertake its business as per Applicable Laws and the Resolution Applicant seeks a time period of 12 months from the Effective Date, to ensure renewal of such consents/licenses and approvals.</p> <hr/> <p>· Upon Approval of the Resolution Plan by the Adjudicating Authority, all pending litigations and contingent liabilities and any and all claims against the Corporate Debtor in relation to any of those litigations shall stand automatically revoked, released, cancelled, withdrawn, dismissed and reduced to NIL and shall be deemed null and void (as the case may be) and all financial obligations in relation to all such litigations shall be considered to be permanently settled, discharged, and extinguished in full with effect from the NCLT Plan approval date i.e. the Effective Date. Furthermore, any and all stay / restraint / claim / restriction on creating any encumbrance or interest of any third party on the Corporate Debtor or the Project or the Project Land or any assets of the Corporate Debtor shall be deemed to be cancelled, waived and nullified and no such right or restriction shall be construed as continuing on and from the NCLT Plan approval date i.e. the Effective Date.</p> <p>· Upon Approval of the Resolution Plan by the Adjudicating Authority, the Resolution Applicant shall be the true, legal and beneficial owner of the Corporate Debtor and the Project (including Project Land) and shall have peaceful and quiet enjoyment of the Project without any hindrance of exercise</p>		<hr/> <p>Granted subject to the provisions of IBC, 2016 and the clean state policy enunciated by the Hon'ble Supreme Court in the case of <b><i>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</i></b> 2021 SCC Online SC 313.</p>
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	<p>of its rights from any third party including but not limited to any litigations against the Corporate Debtor and its subsidiaries (including its step-down subsidiaries).</p> <p>· Upon Approval of the Resolution Plan by the Adjudicating Authority, the Resolution Applicant shall have a clean title towards the Corporate Debtor and the shareholding in favour of the Corporate Debtor of its subsidiaries (including its step-down subsidiaries) and the Project and Project Land.</p> <p>· Upon Approval of the Resolution Plan by the Adjudicating Authority, subject to the terms of this Resolution Plan, the Resolution Applicant shall have the absolute right to deal in the Corporate Debtor and its subsidiaries (including its step-down subsidiaries) and in the Project and / or Project Land as it may deem appropriate in its sole discretion, including but not limited to, sale, lease, dispose off, alienate the Project / Project Land / its built-up area, etc.</p> <hr/> <p>· Upon Approval of the Resolution Plan by the Adjudicating Authority, any Fraud Investigation Office including Serious Fraud Investigation Office (SFIO) and Enforcement Directorate (ED)) (“investigation”) that have been initiated or are threatened to be initiated against the Corporate Debtor for actions/omissions of the Corporate Debtor and / or its stakeholders that relate to the period at any time till the Implementation Date shall stand automatically revoked, released, cancelled, withdrawn, dismissed and reduced to NIL and shall be deemed null and void (as the case may be) and all financial obligations in relation to such Investigation shall be permanently settled, discharged, and extinguished in full with effect from the NCLT Plan approval date i.e. the Effective Date.</p> <hr/> <p>Upon approval of the Resolution Plan by the Adjudicating Authority, necessary</p>	<hr/> <hr/> <hr/>	<hr/> <p>Granted in terms of provisions of Section 32A of the code which provides for cessation of liability for prior offences etc.</p> <hr/> <p>The SRA to approach the relevant authorities for</p>
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	<p>directions would deemed to have been issued by the Adjudicating Authority to relevant authorities in relation to approval of the Plan and to take necessary actions expeditiously in relation to making necessary updation in the records w.r.t. Project, Project Land such relevant authority shall issue necessary certificate/ approval letter in relation to the above.</p>		<p>necessary certificates/approval who are directed to decide the same expeditiously keeping in view the objectives of the IBC, 2016.</p>
	<p>Upon approval of the Resolution Plan by the Adjudicating Authority all Non-Compliances, breaches and defaults of the Corporate Debtor for the period prior to the NCLT Plan approval date i.e. the Effective Date (including but not limited to those relating to acquisition of land/licences and if any Non-Compliances, breaches and defaults, shall be deemed to be waived by the concerned Governmental Authorities. Immunity shall be deemed to have been granted to the Corporate Debtor from all proceedings and penalties under all Applicable Laws for any Non-Compliance for the period prior to the NCLT Plan approval date i.e. the Effective Date and no interest/penal implications shall arise due to such Non-Compliance /default /breach prior to the NCLT Plan approval date i.e. the Effective Date.</p>		<p>Granted subject to the provisions of IBC, 2016 and the clean state policy enunciated by the Hon'ble Supreme Court in the case of <b><i>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</i></b> 2021 SCC Online SC 313.</p>
<p>6.</p>	<p><b>Clause 11.6 No legal action by creditors Page 49 of the Resolution Plan Compilation</b></p> <p>Any legal action of any kind/nature pending the occurrence of the Implementation Date, no creditor shall be entitled to institute or continue any suits or proceedings including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or authority against the Corporate Debtor or take any action to foreclose, recover or enforce any security interest created by the Corporate Debtor and/or any other person(s) or entities with respect to the Claims in respect of its property or otherwise including but not limited to the</p>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh</b></p>	<p>Granted in terms of the clean slate policy enunciated by the Hon'ble Supreme Court in the case of <b><i>Ghanshyam Mishra and Sons Private Limited through Authorized Signatory vs. Edelweiss Asset Reconstruction Company Limited through the Director &amp; Ors.</i></b> 2021 SCC Online SC 313, which lays down that once the resolution plan is duly approved by the NCLT, the claims as provided in the Resolution Plan shall stand frozen and will be binding on</p>

	<p>Litigation cases as mentioned in the Data Room;</p> <ul style="list-style-type: none"> <li>All existing otherwise shall stand cancelled and discharged except the land belonging to the Corporate Debtor situated at Gujarat;</li> </ul>		<p>all the stakeholders, including the statutory creditors and no person will be entitled to initiate or continue any proceeding in respect of such claims.</p>
	<ul style="list-style-type: none"> <li>Any event of default having occurred on part of the Corporate Debtor under any of the financing documents entered into by the Corporate Debtor on its own behalf or on behalf of subsidiaries (if any), joint ventures or associates to secure or guarantee any of their liabilities, prior to the NCLT Plan approval date i.e.the Effective Date, shall be waived in entirety and all rights under the existing finance documents in relation thereto shall stand extinguished.</li> </ul>		<p>Granted as per provisions of IBC, 2016.</p>
<p>7.</p>	<p><b>Clause 11.7 to Clause 11.12 Page 50 of the Resolution Plan Compilation</b></p> <ul style="list-style-type: none"> <li>Subject to applicable regulations and bye laws of GMADA/ State transport/PIDB, the Resolution Applicant shall be allowed to undertake redesigning of the Project Site, based on its own viability assessments.</li> <li>Subject to applicable regulations and bye laws of GMADA/ State transport/PIDB, any additional FAR (any basis)/ Ground coverage relating to the Project Site permitted under the master plan shall vest with the Corporate Debtor and no further payments shall be payable to authority for such additional FAR/ Ground coverage or height coverage.</li> </ul>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but are not limited to Hon'ble NCLT Chandigarh/GMADA/State Transport Department/PIDB.</b></p>	<p>Directed to approach GMADA and other authorities for approval under applicable law/regulations.</p>
	<ul style="list-style-type: none"> <li>That the reconstitution and reduction of share capital set out in the resolution is approved and implemented pursuant to the provisions of the Code, specifically, Regulation 37 of the CIRP Regulations read with Section 31 of the Code. The compliance with the provisions of the Resolution Plan and the merger as proposed in this Resolution Plan shall be deemed to be in</li> </ul>		<p>Necessary compliances to be made before the Registrar of Companies and other authorities as per the provisions of the Acts applicable.</p>

	<p>accordance with and constitute compliance with any and all provisions of Law that would have otherwise applied to a similar merger or reduction of capital under the Companies Act, 2013 the Income Tax Act, 1961 and/or under rules/circulars/regulations issued thereunder.</p> <hr/> <ul style="list-style-type: none"> <li>Debit balance of retained earnings (i.e. Profit &amp; Loss account) as on Implementation Date is lost or unrepresented by available assets of Corporate Debtor. Resolution Applicant proposed to adjust the debit balance of retained earnings against the credit balance of securities Premium Account of Corporate Debtor. It is clarified that on account of above transactions of capital reduction, true and fair financial position shall be reflected in the financial statements of the Corporate Debtor.</li> </ul> <hr/> <ul style="list-style-type: none"> <li>The moratorium provisions under the Code including but not limited to Section 14 of the Code shall mutatis mutandis apply for the period from the NCLT Plan approval date i.e. the Effective Date till the Implementation Date. Without prejudice to the generality of the foregoing, the Corporate Debtor shall be provided un-interrupted supply of essential services and goods during the period from the NCLT Plan approval date i.e. the Effective Date till the Implementation Date by all relevant Stakeholders.</li> </ul> <ul style="list-style-type: none"> <li>The relevant Govt. Authorities to issue structural stability certificate/NoC/OC/CC etc, in terms of the applicable laws for the structure already completed as on the Implementation Date if not already provided.</li> </ul>		<hr/> <p>As per accounting standards under the Companies Act, 2013.</p> <hr/> <p>Allowed as per the provisions of the IBC, 2016.</p>
8.	<p><b><u>Clause 12- Reliefs and Concessions from GMADA for implementation of the Resolution Plan Page 51 of the Resolution Plan Compilation</u></b></p>	<p><b>The Authorities/Courts/ Government/ Semi-Government Authority include but</b></p>	<p>Allowed as per observations made in our order in IA No. 572/2022 above.</p>

	<p>· GMADA shall withdraw the Notice of Termination dated 04.04.2016 of the Concession Agreement dated 15.04.2009 on the approval of the Resolution Plan by the Adjudicating Authority and the pending Arbitration proceedings shall be deemed to have been terminated.</p> <p>· GMADA to exclude the period already consumed between the Compliance Date under the Concession Agreement till the Effective Date of this Resolution Plan from the Concession Period of Tower A, B, C.</p> <p>· GMADA to revise the Compliance Date as defined under the Concession Agreement to start/begin from the Implementation Date of the Resolution Plan and thereby extending all other consequential timelines as defined in the Concession Agreement to start /begin from the Implementation Date till the successful implementation/construction of the project in terms of the Resolution Plan.</p> <hr/> <p>· GMADA shall provide the option to the Resolution Applicant to either convert the allotment of project site of Commercial Complex under the Concession Agreement from lease hold to free hold. The modalities of which shall be worked upon between the parties at the relevant time or an option at the hands of Allottees(Financial Creditors) to convert their respective units into freehold after payment of requisite fees/charges etc. This fees shall commensurate with option of similar nature given by GMADA for other lease hold Allottees.</p> <p>· Dispensation from seeking consent of GMADA for any business transfer to be undertaken between the Corporate Debtor and the Resolution Applicant/Special Purpose Vehicle ("SPV"). The business transfer, if so finalized by the Resolution Applicant, shall be an integral part of and in</p>	<p><b>are not limited to Greater Mohali Area Development Authority(GMADA)/Hon'ble NCLT Chandigarh</b></p>	<p>These reliefs and concession can't be granted by this authorities. The SRA is directed to approach GMADA for further necessary approval under applicable law/regulations.</p>
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	<p>accordance with the Resolution Plan and shall be deemed to have carried out without any further deed or action or procedural requirements required to be complied by the Corporate Debtor, SPV or the Resolution Applicant. It is clarified that the approval of the Adjudicating Authority shall constitute adequate approval for the business transfer and accordingly, no approval/consent shall be necessary from any other Person or Governmental Authority (including GMADA);</p>		
	<p>· This Resolution Plan provides for settlement of Operational Creditors including GMADA. Post the approval of this Resolution Plan by the CoC and the Adjudicating Authority, GMADA shall ensure that the Corporate Debtor is provided with unencumbered and unfettered takeover of the Project in terms of the Concession Agreement dated 15.04.2009 executed between the Corporate Debtor and GMADA and revised as per the terms of the Plan.</p> <p>· GMADA/ any other authority should verify that the work has been executed as per the plans approved by statutory authority. In case of any deviation from the approved plans, if required, GMADA shall reconcile and approve and carry out necessary modifications in the various definitive documents etc. with respect to the Project. Any levy/cost or penalties leviable by GMADA to make the existing project compliant should be waived off. Further, any costs incurred towards redevelopment shall be recovered from Financial Creditor- Allottees.</p>		<p>Allowed as per observations in our order in IA 572/2022.</p>
	<p>· GMADA shall grant waiver from any imposition of penalty or interest, as the case may be, on the payments envisaged under the present Resolution Plan and any future payments to be made in accordance with the timelines under the Resolution Plan.</p>		<p>To approach GMADA as observed in our order in IA 572/2022.</p>

	<ul style="list-style-type: none"> <li>· GMADA shall revise the Annual Concession Fee charges under the Concession Agreement to 2% of the Upfront Consideration subject to increase at the rate 15% after every 10 (ten) years, over the previous Annual Concession Fee paid by the Resolution Applicant.</li> <li>· There is no allocation of land as per sanction plan of the Project for installing substation. GMADA to allocate land for installation of a suitable substation separately i.e. outside the current approved layout plan. Provision of electricity of 18 MVA Connection (high tension) and the erection of suitable substation and conduit to tap the tower has to be at the cost of GMADA as it is part of external development charges and the value of the EDC is built in the allotment price of the land. GMADA has to make provision of 11 KVA power supply for the project site.</li> <li>· GMADA would allow mortgage of land to raise funds to carry out development work in the Project.</li> </ul>		
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31. On a perusal of the reliefs etc., sought above, it is seen that those are claimed mainly on the ground that the same are essential for keeping the corporate debtor as a going concern. Many of the reliefs sought come within the jurisdiction of Government Authorities/Departments. As regards such claims, it is clarified that under the IBC this Adjudicating Authority has powers to decide the reliefs claimed which are directly relatable to the Resolution Process and not over those pertaining to extraneous issues. Thus, the reliefs/waivers pertaining to the domain of various Departments/Governmental Authorities, except for those allowed in the foregoing paragraphs specifically considering the need to keep the corporate debtor as a going concern, is beyond the powers of this Adjudicating

Authority to sanction and the Successful Resolution Applicants are at liberty to approach the competent authorities/courts/legal forums/office(s) Government or Semi-Government/State or Central Government for granting the said relief(s).

32. It is directed that any relief sought in the resolution plan, where the contract/agreement/understanding/proceedings/actions/notice etc., is not specifically identified or is a contingent liability, is at this moment not acceded to.

33. For the implementation of the plan following names have been proposed as the members of the Monitoring Committee:

<b>Name(s) of the proposed member(s) of implementation and monitoring committee</b>	<b>Brief description of the Proposed member(s) of the I&amp;M committee</b>
Anuj Jain	Resolution Professional
One representative of the Resolution Applicant	Representative Authorised by MDPL
One representative of the Financial Creditors (Banking and Financial Institutions) having the highest voting share in the CoC and having approved the Resolution Plan	Representative Authorised by Edelweiss ARC

34. After hearing the submissions made by the learned counsel for the Resolution Professional and perusing the records, we find that the Resolution Plan alongwith the addendum dated 27.03.2023, has been approved on the terms both financial and others as detailed therein. As per the CoC, the

Resolution Plan meets the requirement of being viable and feasible for the revival of the Corporate Debtor. By and large, all the compliances have been done by the RP and the Resolution Applicant for making the plan effective after approval by this Bench.

35. As is clear from the minutes of the meeting of the CoC, the proposal of the Resolution Plan by the Resolution Applicant is submitted only after the clarification given by the representative of GMADA regarding withdrawal of the notice for termination of the concession agreement and this fact has been duly recorded in the 16th CoC meeting dated 30.03.2021, which has been made part of the Resolution Plan. We also note that though the notice was issued on 04.04.2016, subsequently, there is no instruction from GMADA to stop the work for completion of the project, and that termination was never initiated by GMADA of the Concession Agreement dated 15.04.2009 between GMADA and Corporate Debtor.

36. We have extensively discussed the objections raised by GMADA in our order in IA No. 572/2022 and also mentioned the same under the head 'reliefs and concessions' in para 30 above.

37. On a perusal of the documents on record, we are satisfied that the Resolution Plan dated 28.04.2021 read with addendum dated 23.04.2021, clarification dated 30.03.2021 along with the addendum dated 27.03.2023, thereto, are in accordance with Sections 30 and 31 of the Code and complies with Regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.



38. In the result, subject to the observations made in this order, we hereby accord our approval to the Resolution Plan dated 28.04.2021 read with addendum dated 23.04.2021, clarification dated 30.03.2021 alongwith addendum dated 27.03.2023.

39. It is further directed that the Resolution Applicant, on taking control of the corporate debtor, shall ensure compliance under all applicable laws for the time being in force. As far as the question of granting time to comply with the statutory obligations or seeking sanctions from governmental authorities is concerned, the Resolution Applicant is directed to do the same within one year as prescribed under Section 31(4) of the Code.

39.1 The Resolution Plan as approved shall be binding on the corporate debtor and its employees, members, and creditors, including the Central Government, State Government, or Local Authority, to whom a debt in respect of the payment of dues arising under any law for the time being in force such as authorities to whom statutory dues are owned, guarantors and other stakeholders involved in the resolution plan.

39.2 The Moratorium imposed under Section 14 shall cease to have effect from the date of this order.

39.3. The Resolution Professional shall stand discharged from his duties with effect from the date of this order. However, he shall perform his duties in terms of the Resolution Plan as approved by this Adjudicating Authority.

39.4. The Resolution Professional is further directed to hand over all records and properties to the Resolution Applicant and shall finalize the further line of action required for starting the operation. The Resolution Applicant shall have access to all the records and premises of the corporate debtor through the Resolution Professional to finalize the further line of action required for starting the operation.

39.5. In case of non-compliance with this order or withdrawal of the Resolution Plan, the performance security amount already paid by the Resolution Applicant shall be liable to be forfeited, in addition to such further action as may be permitted under the law.

39.6. Liberty is hereby granted for moving any application if required in connection with the implementation of this Resolution Plan.

40. The project under consideration in the Resolution Plan is of national importance and has been initiated after signing of the Concession Agreement between the concessioning authority i.e. GMADA and the concessionaire i.e. corporate debtor in the year 2009. One of the reasons mentioned for the failure of the corporate debtor to complete the project is the project cost overrun due to delay in implementation of the project. The SRA can only complete the half finished project, if the approvals/permission are granted by the authorities including GMADA in time. We, therefore, direct the SRA to approach these authorities in line with our directions in the foregoing paragraphs within two months of this order and the authorities are directed to consider and dispose of such requests as soon as possible preferably within a period of sixty days from the receipt of such request.

41. This Authority specifically notes the process laid down in the Business Plan (for treating claim of Allottees) as extracted in Para 25 above. The same needs to be implemented in letter and spirit by the corporate debtor.

42. The Resolution Professional shall forward all records relating to the conduct of the CIRP and the resolution plan to the Board to be recorded on its database.

43. The Resolution Professional shall file a copy of this order with the concerned Registrar of Companies, inter alia, for updating the status of the corporate debtor. Additionally, the Registry shall send a copy of this order to the concerned Registrar of Companies.

44. The application bearing IA No. 331 of 2021 in the main Company Petition, i.e., CP(IB) No. 105/Chd/Hry/2019, shall stand allowed and disposed of accordingly.

45. A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.

Sd/-

**(Subrata Kumar Dash)**  
**Member (Technical)**

October 19, 2023  
PB/TBG

Sd/-

**(Harnam Singh Thakur)**  
**Member (Judicial)**