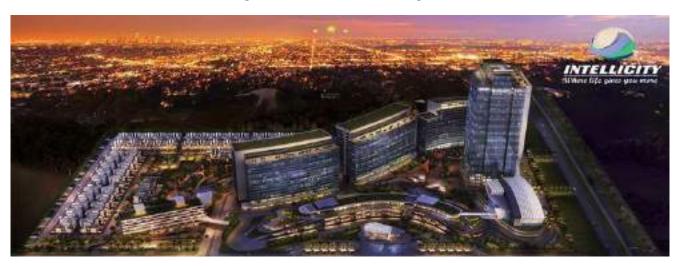
# NOTICE OF THE 4th MEETING OF THE COMMITTEE OF CREDITORS OF M/S. INTELLICITY BUSINESS PARK PVT. LTD. (UNDER CIRP)



**Date & Time of Meeting** : 19.10.2019 at 3.00 PM

Venue of Meeting : F-116, Lajpat Nagar-1, New Delhi-110024

SARVESH KASHYAP

Resolution Professional IBBI/IPA-002/IP-N00127/2017-18/10296 Email: intellicitycirp@gmail.com

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744**Regd.Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# **AGENDA INDEX**

# OF THE 4<sup>th</sup> MEETING OF COMMITTEE OF CREDITORS

Sr. No.	Agenda Items		
A. LIST (	A. LIST OF MATTERS TO BE DISCUSSED/NOTED		
1.	The Resolution Professional to take the Chair		
2.	To take roll call at the Meeting		
3.	To ascertain the quorum of the Meeting		
4.	To take note of the minutes of all the previous meetings of		
	Committee of Creditors		
5.	To take note of action taken since last meeting of the		
	Committee of Creditors		
6.	To take note of the claims received by the		
	Resolution Professional till 13-10-2019		
7.	To discuss the list of provisional Resolution Applicants who		
	have submitted the expression of Interest in response to the		
	Invitation of expression of Interest		
B. LIST	OF ISSUES TO BE VOTED UPON AFTER DISCUSSIONS.		
8	To discuss and approve revised Form G for submission of		
	Expression of Interest		
9 To discuss and approve Request for Resolution P			
	(RFRP)		
10	10 To ratify and approve the fees and appointment of advocat		
	and other professionals		
11	To discuss and approve the estimated cost of the Corporate		
	Insolvency Resolution Process		
12	To approve reduction of notice period of meetings of the		
	Committee of Creditors		
13	Contribution by the members of CoC i.e. financial creditors in a class		
	(Home Buyers) to meet the CIRP cost.		
C. ANY	OTHER MATTER WITH THE PERMISSION OF THE CHAIR.		
	Any other matter with the permission of the Chair		
	Vote of Thanks.		

# NOTICE OF THE 4<sup>th</sup> MEETING OF

# THE COMMITTEE OF CREDITORS OF INTELLICITY BUSINESS PARK PVT.LTD.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744**Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# To,

Mr. Vivek Raheja	Authorised Representative of
• • • • • • • • • • • • • • • • • • • •	Financial Creditors in a Class (Home
	Buyers)
,	Member of Suspended Board
B-30, Sector-Gamma, Greater Noida (UP)-	
201306	
Mr. Vikash Bhagat	Member of Suspended Board
G-102, Alakhnanda Apartments, Rampuri,	·
Ghaziabad-(UP)-201007	
Mr. Anil Ram Sutar	Member of Suspended Board
304, Harsa Corner Complex, Ghazipur, New	·
Delhi-110096	
Mr. Sanjay Kumar	Member of Suspended Board
B-30, Sector-Gamma-1, Greater Noida (UP)-	•
201306	
Mr. Sameer Anil Sutar	Member of Suspended Board
A-2, Sector-19, Noida, (UP)201301	·
Mr. Kamal Aggarwal	Member of Suspended Board
	•
Delhi-110092	
	JD 2C, 2nd Floor, Pitampura, New Delhi, Delhi- 110034 vivek@vpgs.in  Mr. Manoj Kumar Chaudhary B-30, Sector-Gamma, Greater Noida (UP)- 201306  Mr. Vikash Bhagat G-102, Alakhnanda Apartments, Rampuri, Ghaziabad-(UP)-201007  Mr. Anil Ram Sutar 304, Harsa Corner Complex, Ghazipur, New Delhi-110096  Mr. Sanjay Kumar B-30, Sector-Gamma-1, Greater Noida (UP)- 201306  Mr. Sameer Anil Sutar A-2, Sector-19, Noida, (UP)201301  Mr. Kamal Aggarwal S-563, 1st Floor, School Block, Sakarpur,

Dear Sirs,

**NOTICE** is hereby given that in accordance with the provisions of Regulations 17, 18 & 19 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations"), the Fourth Meeting of the Committee of Creditors ("CoC") of Intellicity Business Park Private Limited, will be held on Saturday, 19<sup>th</sup> October, 2019 at 03:00 PM at F-116, Lajpat Nagar-I, New Delhi-110024.

Kindly make it convenient for yourself or your Authorised Representative to attend the meeting.

Kindly note that for class of creditor (Home Buyers), the CoC meeting shall be attended by only Authorised Representative of class of Creditors (Home Buyers).

As per the provisions of Regulation 16A of CIRP Regulations, Mr. Vivek Raheja, Insolvency Professional having IBBI Registration No. IBBI/IPA001/IP-P00055/2017- 2017/10133, having his office at JD 2C, 2nd Floor, Pitampura, Delhi-110034 Email: <a href="wivek@vpgs.in">wivek@vpgs.in</a> is acting as Authorised Representatives of the Financial Creditors in a class (Home Buyers).

# For Intellicity Business Park Private Limited

Sarvesh Kashyap
Resolution Professional

Regn. No. IBBI/IPA-002/IP-N00127/2017-18/10296

Email: intellicitycirp@gmail.com

Date: 14.10.2019 Place: New Delhi

Encl: Agenda and notes to agenda for the 4<sup>th</sup> Meeting of CoC and resolutions which are proposed to be passed thereat and the Explanatory Statements to the said resolutions are also enclosed for your kind consideration.

# **NOTES**

- 1. As per Regulation 21(2) of CIRP regulations, any Participant may attend the Meeting either in person or through an Authorized Representative. Those Participants who desire to depute authorised representative shall inform the Resolution Professional at least 48 hours in advance of the Meeting. The Authorized Representative is requested to carry proof of Identity for verification purpose.
- As per Circular no. IBBI/CIRP/016/2018 dated 10<sup>th</sup> August, 2018, Person representing in the CoC should be competent and authorised to take decisions on the spot and without deferring decisions for want of any internal approval from the financial creditors.
- 3. Members who wants to attend the Meeting through video conferencing or by audio visual means shall inform at least 48 (Forty-Eight) hours in advance to enable us to better facilitate the video conferencing process. It is to be noted that the participants attending the aforesaid Meeting through video conferencing or other audio and visual means would also be considered as part of quorum for the aforesaid Meeting and a roll call will be carried out as per Regulation 24 (2) of CIRP Regulations for such participants.
- 4. A Participant being a Financial Creditor shall only be entitled to vote. The Directors of the Corporate Debtor and one representative of the Operational Creditor (s), if any, attending the Meeting shall not have any right to vote at the Meeting and shall not form a part of the quorum. A financial creditor being a related party of the Corporate Debtor shall not have any right of representation, participation or voting in the Meeting.
- 5. In terms of Regulation 13 of CIRP Regulations, the list of creditors is available for inspection.

- 6. As per provisions of Section 24 (4) of the Insolvency and Bankruptcy Code, 2016 ("Code"), the Directors, Partners and One Representative of Operational Creditors, of the Corporate Debtor may attend the Meeting of Committee of Creditors but shall not have any right to vote in such Meeting and shall not form a part of the quorum. In our case, no Operational Creditor qualify for the limit of 10% of the total claim amount and therefore no notice will be issued to any Operational Creditor.
- 7. As per provisions of section 21 (8) of the Code, save as otherwise provided in the Code, all decisions of the committee of creditors shall be taken by a vote of not less than fifty-one per cent of voting share of the financial creditors.
- 8. As per provisions of Regulation 25(4) of CIRP Regulations, at the conclusion of voting at the Meeting, the decision taken on each of the items along with the names of the Members of the Committee of Financial Creditors (CoC) who voted for or against the decision, or abstained from voting will be announced.
- At the conclusion of voting at the Meeting, the decision taken on each of the items along with the names of the Members of COC who voted for or against the decision, or abstained from voting will be announced.
- 10. In terms of Regulation 25 (5) of CIRP Regulations, the voting will be done through electronic means provided in the manner laid down in Regulation 26 of CIRP Regulations.
- 11. Detailed instructions for e-voting follow on the next page.

# **INSTRUCTIONS FOR E-VOTING**

**START AND END TIME**: The voting period will begin on **Thursday**, **17.10.2019** at **10.00 A.M**. and ends on **Friday**, **18.10.2019** at **06.00 P.M**. During this period, the members of the Committee of Creditors are being provided the platform to cast their vote electronically.

**WEBSITE LINK TO VOTE:** The participating members of the Committee of Creditors should log on to the e-voting website http://intellicitycirp.com/otp login during the voting period.

**LOGIN by OTP:** Enter your mobile or email id. Kindly ensure you use the same mobile number or Email id as notified to the IRP for e-Voting.

You will also receive an INVITE e-mail from **Claim-Bridge** on the registered email id and mobile number with the same link http://intellicitycirp.com/otp login).

**PASSWORD:** Enter your mobile number or Email id and click on submit button. Your unique OTP (One Time Password) would be delivered on your mobile number and registered email. Once you enter the OTP click on confidentiality agreement button and Submit you would be logged in to voting platform.

**VOTING:** Once logged in, you would go to voting's and click on it. Here you would see the voting from the **<company / IRP>** listed. Click on the event name i.e **<Vote here>** and you would be taken to voting page.

**OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:

YES NO ABSTAIN

**CONFIRMATION:** After selecting the option, click on "SUBMIT". You would receive a "THANK YOU" message on the screen. This is a confirmation that your vote has been recorded and also receives a confirmation note on registered email and mobile.

**CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to Ankit@claim-bridge.com.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# AGENDA FOR THE 4<sup>th</sup> MEETING OF COMMITEE OF CREDITORS

# A- LIST OF ISSUES TO BE DISCUSSED/NOTED

# ITEM NO. 1-

### **CHAIRMAN OF THE MEETING**

As per Regulation 24(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Professional shall act as the Chairperson of the meeting of the Committee of Creditors.

# ITEM NO. 2-

### TO TAKE THE ROLL CALL AT THE MEETING

As per Regulation 24(2) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Professional shall take a roll call if any participant is attending the meeting through video conferencing or other audio and visual means.

# ITEM NO. 3

# TO ASCERTAIN THE QUORUM OF THE MEETING

As per Regulation 22(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the quorum for the meeting of members of the committee shall be at least 33% of the voting rights present either in person or by video conferencing or other audio-visual means. The committee may modify the percentage of voting rights required for quorum in respect of any future meetings of the committee.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)

CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# ITEM NO. 4

# TO TAKE NOTE OF THE MINUTES OF ALL THE PREVIOUS MEETINGS OF COMMITTEE OF CREDITORS

The minutes of all the previous meetings of the Committee of Creditors (CoC) held respectively on 06-08-2019, 30-08-2019 and 24-09-2019 are being enclosed as **Annexure-1** alongwith e-voting results. The minutes have already been circulated to all the participants. The members please take note of the same.

# ITEM NO. 5

# TO TAKE NOTE OF ACTION TAKEN SINCE LAST MEETING OF THE COMMITTEE OF CREDITORS:

The appointment of the Resolution Professional was confirmed by the Adjudicating Authority vide its order dated 20<sup>th</sup> September, 2019 and the order of his appointment was uploaded on the website of the Hon'ble Tribunal only on 11/10/2019. However the Resolution Professional started the functioning immediately after the appointment. Following actions has been taken by the Resolution Profession:

S. No.	Action Points	Status
1	Publication of Invitation of Expression	1. Published in the Financial Express, New Delhi and Jansatta, Delhi Edition on 29-09-2019
		2. Also placed on the web site of IBBI i.e. <a href="https://www.ibbi.gov.in">https://www.ibbi.gov.in</a> and on the web site <a href="https://intellicitycirp.com">https://intellicitycirp.com</a>
2	Detailed invitation for Expression of interest	Placed on the web site <a href="https://intellicitycirp.com">https://intellicitycirp.com</a>
3	Appointment of Forensic Auditor for the Transactions Audit	Appointment Letter was issued to Mr. Vaibhav Gupta, Chartered Accountant on 30 <sup>th</sup> September, 2019
4	Appointment of Security Guards	Four Security guards (Two in days and Two in Night along with Gunman) has been appointed with a new security service provider "Shiv Ganga Security Pvt. Ltd."
5.	Videography of Project site	Videography of project site located at Greator Noida has been taken
6.	Status Report	Status Report upto 3 <sup>rd</sup> CoC meeting was filed before the Hon'ble NCLT, New Delhi.
7.	Handing Over & Taken Over	Handover has been taken from the erstwhile IRP Mr. Mohit Kumar Gupta.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# Other Steps taken by the Resolution Professional:

- In addition to the aforesaid action taken, the Resolution Professional (RP) has been visiting the project site at Plot No. 01, Knowledge Park-04 Greater Noida, Gautam Budh Nagar, Uttar Pradesh ("Project Site") from time to time.
- On 02-10-2019, the RP met many homebuyers at the Project Site, listened to their queries and concerns and answered to them.
- RP also visited the registered office of the Company at M-167, Vikaspuri Near Syndicate Bank, New Delhi - 110018 and found the same as non-existent.
- Intimation as to his appointment as RP is being given by him to various authorities.
- RP has also requested the authorities like the Serious Fraud Investigation
   Office, the Economic Offence Wing and the Central Bureau of Investigation to
   investigate into affairs of the Corporate for taking action against the persons
   concerned.
- RP had meetings with various prospective Resolution Applicants.
- RP had issued a Demand notice to the Ascot for repayment of borrowed amount worth Rs.11,75,37,420/- immediately. No proper reply has been received. A legal notice is being sent through the Advocate.
- During the preliminary investigation, RP has inter-alia come across the Audit Report of M/s O.P.Goyal and Co., Chartered Accountant, Forensic Audit Report of Currie and Brown conducted in the instance of UP RERA and FIR filed against Directors and has observed that there are severe irregularities, diversion of funds and other unfair practices in the management of affairs of the Corporate Debtor. Accordingly, it has become necessary to investigate in the affairs of the Corporate Debtor.

### Inability in performing the duties:

Since the books of accounts, Tally data and other relevant documents/records of the Corporate debtor are not available with the Resolution Professional, therefore he is unable to update the Information Memorandum and provide the details and supports to the Forensic Auditor and Valuers appointed by the IRP/RP. CoC please guide to the Resolution Professional.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# ITEM NO. 6

# TO TAKE NOTE OF THE CLAIMS RECEIVED BY THE RESOLUTION PROFESSIONAL 13/10/2019

In the meeting of the Committee of Creditors (CoC) held on 24-09-2019, CoC was informed that 783 claims from Financial Creditors in a class (Home Buyers) and 7 claims from the Operational Creditors were received till 17-09-2019. Some claims have been received subsequently also and as on date there were a total of 829 claims duly received from Financial Creditors in a class (Home Buyers) and 8 claims duly received from the Operational Creditors.

Attention of the CoC is invited towards Regulations 4, 14 and 16A(7) of the Insolvency and Bankruptcy Board of Indian(Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which provide that:

# Regulation 4 – Access to Books

Without prejudice to section 17(2)(d), the interim resolution professional may access the books of account, records and other relevant documents and information, to the extent relevant for discharging his duties under the Code,

### Regulation 14- Determination of amount of claim

Where the amount claimed by a creditor is not precise due to any contingency or other reason, the interim resolution professional or the resolution professional, as the case may be, shall make the best estimate of the amount of the claim based on the information available with him.

(2) The interim resolution professional or the resolution professional, as the case may be, shall revise the amounts of claims admitted, including the estimates of claims made under sub-regulation (1), as soon as may be practicable, when he comes across additional information warranting such revision.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# Regulation 16A(7) - Voting Share

The voting share of a creditor in a class shall be in proportion to the financial debt which includes an interest at the rate of eight per cent per annum unless a different rate has been agreed to between the parties.

In absence of books of accounts the Resolution Professional has verified the received claims on the best estimation basis. Many home buyers claimants have to provide necessary inputs/documents/information for which mails have been sent to them. However, summary of claims verified/collated as on 13<sup>th</sup> October,2019 is as follows:

Particulars	No. of	Amount	Amount	Voting
	Claimants	Claimed	Verified/Collated	%
		(in Rs.)	(in Rs.)	
Financial	829	228,78,95,945/-	173,05,96,108/-	100%
Creditors in				
class (Home				
buyers)				
Operational	8	17,05,04,210/-	17,05,04,210/-	0%
Creditors				
Workman &	0	0	0	0%
Employees				
Others	0	0	0	0%
Total				100%

A complete list of claimants along with voting share is attached as **Annexure-**II and the same is also available at <a href="https://intellicitycirp.com">https://intellicitycirp.com</a>.

### ITEM NO. 7

TO DISCUSS THE LIST OF PROVISIONAL RESOLUTION APPLICANTS WHO HAVE SUBMITTED THE EXPRESSION OF INTEREST IN RESPONSE TO THE INVITATION OF EXPRESSION OF INTEREST

### **Explanatory Statement:**

As decided in the last meeting of the Committee of Creditors (CoC) held on 24th

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

September,2019 and as per Section 25(2) (h) of the Insolvency and Bankruptcy Code, 2016, the Resolution Professional (RP) had to invite Expression of Interest (EOI) from prospective resolution applicants.

Accordingly, RP in accordance with Regulation 36 A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 got the Form G published in the Financial Express, New Delhi Edition and Jansatta, Delhi Edition on 29-09-2019. The said Form G was also uploaded on the designated website of IBBI as well on the website <a href="https://intellicitycirp.com">https://intellicitycirp.com</a>. The last date for receiving EoI was 13-10-2019.

As on 13-10-2019, following EOIs were received by the RP:

S. No.	Name of Prospective Resolution Applicant	Entity Type
1	One City Infrastructure Private Limited along with	Pvt. Ltd. Company
	Mr. Apoorv Jain and Mr. Sunil Kumar Jain and Individuals	
2	Om Drishian International Limited (Lead Consortium members	
	Member) & Reynold Projects Pvt. Ltd.	
	(In case EOI is accepted new consortium	
	company in the name of "RPPL Om Consortium	
	will form)	

As only two EOIs have been received till last date of receipt i.e. 13-10-2019, that too are incomplete as found after the preliminary check. In order to give them time for furnishing further documents/information and also to have few more competitive and attractive EOIs, it is proposed to extend the time of submission of EOI by re-publishing the Form G.

The same is being given for approval of CoC as per the Agenda Item No.8.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)

CIN NO.: **U45400DL2012PTC244744**Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# B- LIST OF ISSUES TO BE VOTED UPON AFTER DISCUSSIONS

# **ITEM NO. 8**

TO DISCUSS AND APPROVE REVISED FORM G FOR SUBMISSION OF EXPRESSION OF INTEREST

# **Explanatory Statement:**

As discussed in Agenda Item No. 7, in response to Form G published in the newspapers on 29-09-2019, only two Expression of Interest (EOI) were received up to the last date of submission of EOI i.e. 13-10-2019.

As there may be scope for receipt of further EOIs from other prospective resolution applicants, it is proposed to revise the Invitation for EOI with revised timeline. The revised Form G is being placed before the Committee of Creditors for approval, as annexed in **Annexure-III** 

Accordingly, the following resolution is being put before CoC for passing:

# Resolution:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT pursuant to provisions of the Insolvency And Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, the draft of revised Expression of Interest as placed before the meeting of the Committee of Creditors be and is hereby approved.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)

CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

"RESOLVED FURTHER THAT Resolution Professional of Intellicity Business Park Private Limited be and is hereby authorised to take such steps which are necessary for the publication of Expression of Interest."

This Agenda item is put up for e-voting.

# **ITEM NO.9**

TO DISCUSS AND APPROVE REQUEST FOR RESOLUTION PLAN (RFRP)

# **Explanatory Statement:**

As per Regulation 36 B (1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, the resolution professional (RP) shall issue the information memorandum, evaluation matrix and a request for resolution plans, within five days of the date of issue of the provisional list under sub-regulation (10) of regulation 36A to -

- (a) every prospective resolution applicant in the provisional list; and
- (b) every prospective resolution applicant who has contested the decision of the resolution professional against its non-inclusion in the provisional list.

Accordingly, RP has prepared the request for resolution plans (RFRP) detailing modalities for submission of resolution by the resolution applicant. A Copy of the RFRP is attached herewith as **Annexure-IV** for discussion and approval.

The following Resolution is therefore placed before COC for consideration and passing:

### **Resolution:**

To consider and, if thought fit, to pass with or without modification the following resolution:

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

"RESOLVED THAT, pursuant to provisions of Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, the draft of "Request for Resolution Plan" (RFRP) as placed before the meeting of CoC be and is hereby approved".

"RESOLVED FURTHER THAT Resolution Professional of Intellicity Business Park Private Limited be and is hereby authorised to issue the "Request for Resolution Plan" (RFRP) to the prospective Resolution Applicant as per provisions of the Code."

This Agenda item is put up for e-voting.

# **ITEM NO.10**

# TO RATIFY AND APPROVE THE FEES AND APPOINTMENT OF ADVOCATES AND OTHER PROFESSIONALS

# **Explanatory Statement:**

As per the provisions of Section 20(2) of the IBC, 2016, we have appointed the following Advocate & Professionals for supporting in Corporate Insolvency Resolution Process of the Corporate Debtor.

The following is the list of Advocate and Professionals who were appointed for the job of the Corporate Debtor by the RP was placed:-

Sr. No	Name of the Advocate/Professionals	Particulars of the Assignment	Fees Settled with the Professionals
1.	Mr. Sameer Rastogi Advocate & Insolvency Professional	Professional for appearance before the NCLT and NCLAT and drafting of various reports, application and reply	Rs.1,00,000/- P.M. plus tax, plus out of pocket expenses
2.	Mr. Alok Chandra Singh Insolvency Professional & Company Secretary	For providing secretarial services and verification of claims	Rs.1,00,000/- P.M plus tax,
3.	Dr. A.G. Agarwal FCMA, FCS, FICA, FIMA, FIV, Ph.D	Resolution Process Advisor	Rs.1,00,000/- inclusive of all tax and out of pocket expenses

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

The brief profile of all the professionals are attached herewith and marked as **Annexure-V**.

In addition of above Resolution Professional is also in process to appoint a Chartered Accountant for complete the accounts of the Corporate Debtor after 2015.

The following Resolution is therefore placed before COC for consideration and passing:

# Resolution:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT as per the provisions of Section 20(2) of the IBC, 2016 and Regulation 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions of Insolvency and Bankruptcy Code,2016 the appointment & fees of under mentioned legal and other professionals be and is hereby ratified.

Sr. No	Name of the Advocate/Professionals	Particulars of the Assignment	Fees Settled with the Professionals
1.	Mr. Sameer Rastogi Advocate & Insolvency Professional	Professional for appearance before the NCLT and NCLAT and drafting of various reports, application and reply	Rs.1,00,000/- P.M. plus tax, plus out of pocket expenses
2.	Mr. Alok Chandra Singh Insolvency Professional & Company Secretary	For providing secretarial services and verification of claim	
3.	Dr. A.G. Agarwal FCMA, FCS, FICA, FIMA, FIV, Ph.D	Resolution Process Advisor	Rs.1,00,000/- inclusive of all tax and out of pocket expenses

This Agenda item is put up for e-voting.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# ITEM NO.11

# TO DISCUSS AND APPROVE THE ESTIMATED COST OF THE CORPORATE INSOLVENCY RESOLUTION PROCESS

# **Explanatory Statement:**

During the course of the Corporate Insolvency Resolution Process (CIRP), various expenses have to incurred like fee payable to the Resolution Professional, the authorised representative for class of creditor (Home Buyers), fees payable to other professionals engaged for CIRP and other costs directly relating to CIRP forming part of insolvency resolution process costs. The estimated cost as per IBBI proposed format has been enclosed as **Annexure-VI**. The Committee of Creditors (CoC) is requested to approve the same.

The following Resolution is therefore placed before COC for consideration and passing:

### Resolution:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT the estimated Corporate Insolvency Resolution Process Cost (inclusive of expenses incurred on or by the interim resolution professional) of Rs. 65,15,000/- (Rupees Sixty Five Lakh Fifteen Thousand only) be and is hereby approved."

This Agenda item is put up for e-voting.

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

# **ITEM NO.12**

# TO APPROVE REDUCTION OF NOTICE PERIOD OF MEETINGS OF THE COMMITTEE OF CREDITORS

# **Explanatory Statement**

In terms of Regulations 19(1) of CIRP Regulations, a notice period of five days is required for conducting the meetings of Committee of Creditors (CoC). However, as per proviso to Regulation 19(2), the notice period may be reduced to forty-eight hours if there is any authorised representative.

As at times, an urgent need may arise to call CoC meeting at a shorter notice, it is, therefore, proposed to reduce the notice period to forty eight hours.

The following Resolution is therefore placed before COC for consideration and passing:

### **Resolution:**

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT the minimum period of notice for convening the all future meetings of Committee of Creditors be and is hereby reduced from five days to forty eight hours."

This Agenda item is put up for e-voting.

### **ITEM NO.13**

CONTRIBUTION BY THE MEMBERS OF COC i.e. FINANCIAL CREDITORS IN A CLASS (HOME BUYERS) TO MEET THE CIRP COST.

# **Explanatory Statement**

The Resolution Professional apprised the Members of CoC i.e. Financial Creditors in a Class (Home Buyers) that there is no sufficient fund in the bank accounts of the Corporate Debtor to meet the expenses necessary for carrying out Corporate Insolvency Resolution Process of the Corporate Debtor. As of now the estimated cost of CIRP is Rs. 65,15,000/- (Rupees Sixty Five Lakh Fifteen Thousand only).

(UNDER CORPORATE INSOLVENCY RESOLUTION PROCESS)
CIN NO.: **U45400DL2012PTC244744** 

Regd. Office- M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018

Accordingly RP proposes contribution by the each member of the CoC in proportionate to their voting right to meet the Cost of the CIRP.

The following Resolution is therefore placed before COC for consideration and passing:

### Resolution:

To consider and, if thought fit, to pass with or without modification the following resolution:

"RESOLVED THAT consent of the Committee of Creditors (CoC) be and is hereby accorded to make contribution to the tune of Rs. 65,15,000/- (Rupees Sixty Five Lakh Fifteen Thousand only) in proportionate to the voting right of each member of the CoC which shall be solely utilized for Corporate Insolvency Resolution Process of the Corporate Debtor.

"FURTEHR RESOLVED THAT the contribution made by the each member of COC in proportionate of their Voting Rights shall be paid to the Resolution Profession in the name of "Intellicity Business Park Private Limited" through Cheque or Demand Draft."

This Agenda item is put up for e-voting.

# C- ANY OTHER MATTER WITH THE PERMISSION OF THE CHAIR.

The members of COC would be entitled to raise any other matter to be discussed and decided with the permission of the chair.

\*\*\*\*\*\*

MINUTES OF THE PROCEEDINGS OF THE FIRST MEETING OF COMMITTEE OF CREDITORS OF INTELLICITY BUSINESS PARK PRIVATE LIMITED (CORPORATE DEBTOR) HELD ON AUGUSTO6, 2019 AT 03.00 P.MAT 15, PASCHIM VIHAR EXTN., MAIN ROHTAK ROAD, NEW DELHI-110063, DELHI, INDIA.

### **Present in Person:**

1.	Mohit Kumar Gupta	Interim Resolution Professional
----	-------------------	---------------------------------

# **MEMBERS OF COMMITTEE OF CREDITORS:**

2	Mr. Vivek Raheja	Authorized Representative(AR) of
	-	Financial Creditors in a class
		(Home Buyers)

# OPERATIONAL CREDITOR WHO INVITED TO ATTEND THE MEETING

-	
	ABSENT
	ADSENI

# MEMBERS OF THE SUSPENDED BOARD OF DIRECTORS OF CORPORATE DEBTOR:

3	Manoj Kumar	Director of Intellicity Business
	Chaudhary	Park Pvt. Ltd.
4	Sameer Anil Sutar	Director of Intellicity Business
		Park Pvt. Ltd.
5	Anil Ram Sutar	Director of Intellicity Business
		Park Pvt. Ltd.
6	Vikash Bhagat	Director of Intellicity Business
		Park Pvt. Ltd.
7	Kamal Aggarwal	Director of Intellicity Business
		Park Pvt. Ltd.

# **BY INVITATION:**

8	Rajiv Malik	Team Member of IRP
---	-------------	--------------------

The meeting commenced at 03.00 P.M.

# 1. CHAIRMAN OF THE MEETING:

Mr. Mohit KumarGupta, the Interim Resolution Professional (IRP) presided over the meeting and occupied the Chair and welcomed the members to the First Meeting of the Committee of Creditors(CoC).

### 2. INTRODUCTION OF THE PARTICIPANTS:

The Chairman requested the participants to introduce themselves. All participants introduced themselves.

# 3. QUORUM

The Chairman informed that there was more than 33% presence of the members with voting rights and accordingly the requisite quorum being present in person, the meeting was called to order.

# A. LIST OF MATTERS DISCUSSED / NOTED

# 4. TO TAKE NOTE OF CLAIMS RECEIVED BY THE IRP

The Chairman informed the Committee the number of claims received up to July30<sup>th</sup>, 2019, though 26<sup>th</sup>June, 2019 was the last date of receipt of claims pursuant to the public announcement made under Sections 13 and 15 of the Insolvency and Bankruptcy Code, 2016, as there was a stay for the formation of Committee of the Creditors (CoC) by Hon'ble NCLAT vide its Order dated 19.06.2019. In this Order the IRP was directed to perform his duties under the provision of IBC except the formation of the CoC. The Hon'ble NCLAT has vacated the stay on the formation of CoC vide its Order dated 26<sup>th</sup> July 2019, accordingly CoC was formed on 30<sup>th</sup> July 2019.

He placed a note indicating the number of such claims including the amount claimed, before the Committee.

He further informed that 487 claims from Financial Creditors in a class (Home Buyers) have been received.

He also informed that two claims of Operational Creditors were received.

AR of Financial Creditors in Class (Home Buyers) raised the question that only the principal amount has been admitted by the IRP. He emphasised that the Assured Return and interest claimed by the Class of Creditors needs to be accepted and the IRP needs to decide the interest to be admitted. He also informed that as per Regulation 16 A (7) of CIRP Regulations the voting share of a creditor in a class shall be in proportion to the financial debt which includes an interest at the rate of eight per cent per annum unless a different rate has been agreed to between the parties and there is a need to give the voting share to each member of the class of creditors before the e-voting starts.

The AR requested the Chairman to provide the interests and assured returns in the claims of the Home Buyers. The Chairman assured the same

# 5. TO TAKE NOTE OF CONSTITUTION OF COMMITTEE OF CREDITORS (COC)

The Chairman informed participants about the constitution of Committee of Creditors and a copy of report of composition of CoC filed with NCLT, New Delhi, was circulated to the participant of the CoC which was noted by the Committee.

# 6. TO TAKE NOTE OF OPERATIONS OF THE CORPORATE DEBTOR SINCE COMMENCEMENT OF CIRP.

The Chairman briefed the Committee on the state of affairs of the operations of the Company as on the date of commencement of Corporate Insolvency and Resolution Process and the developments took place thereafter. He also informed the Committee that he has visited the registered office of the Corporate Debtor, but same was found locked. He also visited at the construction site and found only 5-10% construction at the site.

IRP asked the status from the suspended board of directors but it was informed that the registered office was never used and no suspended director knew about the keys of the premises. AR asked the IRP to take suitable legal action as registered office is the place where all the correspondence is received.

AR also asked about the security arrangements made by the IRP at the site and IRP informed that no security was deployed at the site as he did not have the requisite fund to deploy at the site. AR requested him to deploy the requisite security at the site as it was IRP's duty to deploy security.

The chairman has inform to the committee that promoters / Directors of the Corporate Debtor are not co-operating with IRP to provide the records/documents/information/data of the Corporate Debtor to enable him to take control of the Assets and / or bank accounts of the Corporate Debtor. The IRP has filed an application u/s 19(2) of the IBC before the Hon'ble NCLT against the Directors of Corporate Debtor and other concern persons.

# 7. To take note of the expenses incurred towards the CIRP cost of M/s Intellicity Business Park Private Limited, Corporate Debtor and any receipts thereof since the commencement of CIRP.

The Chairman placed before the meeting the statement of CIRP Cost from 13<sup>th</sup> June 2019 to 31<sup>st</sup> July 2019. He has also informed the committee that there was no receipt from any Bank Account of the Corporate Debtor during the period from 13<sup>th</sup> June 2019 to 31<sup>st</sup> July 2019.

The Applicant M/s Ample Infrastructure Pvt Ltd has paid Rs 2,00,000/- towards the CIRP Expenses as per the Hon'ble NCLT 27.05.2019.

AR asked the IRP to give a brief description of the expenses incurred by the IRP so that the class of creditors can take an informed decision and the same is enclosed separately with these minutes.

# 8. TO TAKE UP AND DISCUSS THE PROPOSAL FOR INTERIM FINANCE.

The Chairman explained that the Company is in dire need of interim funding to keep the company as going concern and to meet the CIRP expenses. The Committee discussed the matter in details and suggested that this matter may be consider in the next meeting of CoC.

The following discussions also taken place in the meeting of the CoC:

- 1. The Chairman informed the Committee of the Creditors that he has visited the registered office of the company and found that same was locked. It was informed to the CoC by the Members of Suspended Board that the registered office of the Corporate Debtor is locked for last 2 years and at present there is no registered office of the Corporate Debtor. The Authorized Representative (AR) of Financial Creditors in Class (Home Buyers) requested the Chairman to file an application before the Hon'ble NCLT as it is a violation of the Companies Act, 2013. The Chairman assured the same.
- 2. The Chairman also informed the Committee that he is informing the Postal Department to deliver all the mails of M/s Intellicity Business Park Pvt Ltd in the office of IRP/RP.
- 3. The Chairman informed further the Committee a complaint has been received that someone has removed the steel roads, Other materials, etc from the construction site. This fact was confirmed by Mr Kamal Aggarwal Member of the Suspended BoD of the Corporate Debtor that the Steel Rods and others materials have removed from the construction site as same belonged to the Ascot Projects Pvt Ltd and Contractors were directed by them to stop the work at this construction site. The Chairman instructed the Members of suspended BoD of the Corporate Debtor to stop the removal of any materials from this construction site

and also provide the details of materials already removed by them.

4. Mr. Kamal Aggarwal Member of Suspended BoD of the Corporate Debtor informed the Committee that the appeal filed before REAT, Lucknow against the Order of UP RERA was signed in the month of July 2019 on behalf of Intellicity Business Park Private Limited without the knowledge / consent of IRP. The act of filing an appeal was wrong as there is a Moratorium granted by Hon'ble NCLT in favour of Corporate Debtor. He also informed they have instructed their counsel to rectify the mistake.

Mr. Kamal Aggarwal Member of Suspended BoD of the Corporate Debtor also informed the Committee that they were doing endorsement of BBA for and on behalf of Intellicity Business Park Private Limited without the knowledge / consent of IRP. He further informed that they for collecting some amount from the Home Buyers for endorsement of BBA. He again informed the Committee that they are refunding the amount received from approximate 250 nos of Home Buyers.

# B. LIST OF MATTERS VOTED UPON AFTER DISCUSSION.

# 1. TO RATIFY EXPENSES TOWARDS PUBLIC ANNOUNCEMNT FOR INITIATION OF CORPOATE INSLOVENCY RESOLUTION PROCESS (CIRP)

The Chairman informed that in terms of Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 read with Section 15 of Insolvency & Bankruptcy Code, 2016, a Public Announcement was made by IRP on 15<sup>th</sup> June, 2019 in Financial Express (English) and Jansatta (Hindi). The cost of Rs. 11,424/- was paid for the said announcement in Newspapers and stated that as per law the applicant has to bear the expenses of the Public Announcement which may be ratified and reimbursed by the Committee.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT,** pursuant to Regulation 6 (3) Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, the payment of publication expenses amounting to Rs. 11,424/- towards Public announcement be and is hereby ratified."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 09.08.2019 at 03.00P.M. and will remain open upto10.08.2019 at 03.00P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detailed instructions are a part of the minutes.

# 2. To ratify fees and appointment of Advocates & Professionals.

The Chairman informed the Committee that as per the provisions of Section 20(2) of the IBC, 2016, he has appointed the following Advocate & Professionals for verification of the claims received and maters incidental thereto, advocates for appearing before Hon'ble NCLT/NCLAT, drafting the application / report / any other documents filed before the Hon'ble NCLT/NCLAT. The following is the list of Advocate and Professionals who were appointed for the jobs for and on behalf of Corporate Debtor to protect the interest of Home Buyers.

SR. No.	Name of the Advocate / Professional	Particulars of the assignment	Fees Settled with the valuers/ Professional
1.	Suneel Kumar, Chartered Accountants (Professional)	For professional services with relation to 489 Claim verification Fees of Independent Chartered Accountant (Total Claim expected to be received 1800)	plus Tax, plus Out of Pocket
2.	Saurabh Kalia, Advocate	For appearance before NCLT and NCLAT.	Rs. 1,00,000/- plus Tax, plus Out of pocket expenses
3.	Rajiv Malik, Advocate and Company Secretary and Insolvency Professional	19(2) of the IBC submitted	Rs 1,00,000/- plus Tax, plus Out of pocket expenses
4.	Claim Bridge	For e-voting and follow up with the Creditors of Intellicity Business Park Private Limited, Corporate Debtor.	·

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT** as per the provisions of Section 20(2) of the IBC, 2016and Regulation 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions of IBC-2016 the payment of under mentioned legal and professional fees to the Advocates /Professional be and is hereby ratified.

SR.	Name of the	Particulars of the	Fees Settled
No.	Advocate /	assignment	with the

	Professional		valuers/ Professional
1.	Suneel Kumar, Chartered Accountants (Professional)	For professional services with relation to 489 Claim verification Fees of Independent Chartered Accountant (Total Claim expected to be received 1800)	Rs 2,00,000/- plus Tax, plus Out of pocket
2.	Saurabh Kalia, Advocate	For appearance before NCLT and NCLAT.	Rs 1,00,000/- plus Tax, plus Out of pocket expenses
3.	Rajiv Malik, Advocate and Company Secretary and Insolvency Professional	19(2) of the IBC submitted	Rs. 1,00,000/- plus Tax, plus Out of pocket expenses
4.	Claim Bridge	For e-voting and follow up with the Creditors of Intellicity Business Park Private Limited, Corporate Debtor.	

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 09.08.2019 at 03.00P.M. and will remain open upto10.08.2019 at 03.00P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

# 3. To Ratify the Remuneration and out of pocket expenses of Interim Resolution Professional (IRP):

The Chairman informed the Committee that Mr. Mohit appointed as Interim Kumar Gupta was Resolution Professional (IRP) by Hon'ble NCLT, Bench II, New Delhi, vide its order dated 27.05.2019 (Received on 13.06.2019). In this Order, no remuneration was fixed by Hon'ble NCLT. The CIRP of M/s Intellicity Business Park Private Limited, Corporate Debtor was initiated with effect from 13.06.2019. The Chairman further informed the Committee that Hon'ble NCLAT vide its order dated 19.06.2019 stayed the formation of the Committee of Creditors (CoC) of M/s Intellicity Business Park Private Limited, Corporate Debtor. The IRP was also directed to act as per the provisions of IBC except the formation of CoC. The stay on the formation of CoC was vacated by Hon'ble NCLAT on 26.07.2019 and accordingly CoC was formed on 30.07.2019.

The Chairman also informed that the fee payable to IRP is Rs. 5,00,000/- Per Month plus applicable taxes and out of pocket expenses on actual basis. The fee payable to IRP is for the period from 13.06.2019 to 31.07.2019 subject to the approval of CoC.

The Chairman further informed the Committee that the Hon'ble NCLT vide its order dated 27.05.2019 (received on 13.06.2019) instructed the applicant to deposit Rs. 2,00,000/- towards the expenses of CIRP and the same was paid by the applicant.

The Chairman further added that the fee of IRP as ratified by the Committee of Creditors shall be treated as Insolvency Resolution Process Cost under Regulation 31 & 33 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT** pursuant to Regulation 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution

Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, payment of remuneration of Rs. 8,00,000/- (Rupees Eight lakhs only) plus applicable taxes and out of pocket expenses on actual basis, to the Interim Resolution Professional for a period from 13.06.2019 to 31.07.2019, of his remuneration be and is hereby ratified "Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 09.08.2019 at 03.00P.M. and will remain open upto10.08.2019 at 03.00P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

# 4. APPOINTMENT OF RESOLUTION PROFESSIONAL AND FINALISATION OF FEES

The Chairman brought to the notice of the Committee that as per Section 22(2) of the Insolvency and Bankruptcy Code, 2016 the Committee of Creditors (CoC) in the first meeting, majority vote of not less than Sixty Six per cent of the voting share of the financial creditors, either resolves to appoint the Interim Resolution Professional as Resolution Professional or replace the Resolution to Interim Professional by another Resolution Professional.

The Committee was informed that Mr.Mohit Kumar Gupta, the Interim Resolution Professional (IRP), eligible for the appointment as Resolution Professional (RP), offered himself for the appointment as Resolution Professional (RP). Further, he has also given his consent on the prescribed form to CoC. Further Mr. Mohit Kumar Gupta also quoted

his fee for the assignment as Rs. Five lacs per month plus applicable taxes and out of pocket expenses on actual basis.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT** pursuant to section 22, sub-section (2) and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, approval of committee of creditors be and is hereby accorded for appointment of Interim Resolution Professional as Resolution Professional in the matter of Corporate Insolvency Resolution Process of Intellicity Business Park Private Limited."

**"RESOLVED FURTHER THAT** the fees to be paid to the Resolution Professional amounting to Rs 5,00,000/- per month plus applicable taxes and out of pocket expenses on actual basis be and is hereby approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 09.08.2019 at 03.00P.M. and will remain open upto10.08.2019 at 03.00P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes

# 5. ANY OTHER MATTER WITH THE PERMISSION OF THE CHAIR.

To authorise Interim Resolution Professional / Resolution Professional convene the Extra Ordinary General Meeting of M/s Ascot Projects Private Limited (being a shareholders of Ascot and holding 99.94% shares) and to Reconstitute the Board of Ascot Projects Private Limited.

The Chairman informed the Committee that as per the provisions of Insolvency and Bankruptcy Code, 2016 and Rules and Regulations made there under, notice for the First CoC meeting of Intellicity Business Park Private Limited, Corporate Debtor was issued on August 1, 2019 to the members of CoC. After issuance of Notice for convening the 1stCoC meeting to the Financial Creditor in a class (Home Buyers) of Corporate Debtor, the Authorised Representative (AR) and Interim Resolution Professional (IRP) received various emails from the Financial Creditors in a class (Home Buyers) requesting to discuss and pass the resolution for convening the Extra Ordinary General Meeting of M/s Ascot Projects Private Limited, which is a 99.94% subsidiary of M/s Intellicity Business Park Private Limited, Corporate Debtor and to reconstitute the Board of Ascot Projects Pvt Ltd to protect the interest of Home Buyers.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT** the Extra Ordinary General Meeting of M/s Ascot Projects Private Limited (being the 99.94% subsidiary of Intellicity Business Park Private Limited, Corporate Debtor) be convened and to reconstitute the Board of Ascot Projects Private Limited.

**FURTHER RESOLVED THAT** Interim Resolution Professional (IRP) / Resolution Professional (RP) be and is hereby authorised to take such steps for convening of Extra

Ordinary General Meeting of the Ascot Projects Pvt Ltd (being 99.94% subsidiary Company of the Corporate Debtor).

**FURTHER RESOLVED THAT** Interim Resolution Professional (IRP) / Resolution Professional (RP) be and is hereby authorised to take such steps for reconstitution of the Board of M/s Ascot Projects Private Limited (being 99.94% subsidiary Company of the Corporate Debtor) in the best interest of the Home Buyers."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 09.08.2019 at 03.00P.M. and will remain open upto10.08.2019 at 03.00P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes

# Other Matters

- 1. The Chairman informed the Committee that an application u/s 19(2) of the IBC 2016 has been filed before Hon'ble NCLT, as no records/information/documents/data etc has been provided by the Members Suspended BoD of the Corporate Debtor.
- 2. The Chairman asked the members of suspended Board of Director to provide all the records/information/documents/data etc to the IRP/RP for the smooth working of the affairs of the Corporate Debtor and to complete the CIRP process as per the provision of IBC and Rules & Regulations made their under.

- 3. The Chairman also provided the following list of the records/documents/information/data etc to the Members of Suspended BoD, which has already been circulated various E-Mail:
  - 1. List of Directors and senior officers along-with their Email ID & telephone no.
  - 2. Details of locations of all manufacturing operations, warehouses, shops & offices along with plant/ office head.
  - 3. Details of auditors
  - 4. State of affairs of the company i.e plant / company is running or close.
  - 5. Books of accounts of the Company and person incharge thereof
  - 6. Copies of last three years financial statement and latest position of the Company.
  - 7. Details of all bank accounts
  - 8. Not to operate bank account, d-mat account or physical shares and remove any assets / inventory without prior permission of IRP.
  - 9. Details of vehicle & other assets of the Company.
  - 10. List of creditors containing name of creditors, amount due to them and security, in any.
  - 11. Fixed assets register
  - 12. Particulars of debt due to and from the Corporate Debtor with respect to the related party.
  - 13. Details all major assets, including land size, location, building size.

- 14. List of Assets and liabilities as on the date of initiation of CIRP of Intellicity Business Park Private Limited.
- 15. No of workers / staff, major plant & machinery
- 16. Details of Inventory (raw material, WIP, Finished goods, component, etc.
- 17. Provide information and details of major contracts regarding lease assets, long term purchase & sale contract, construction contacts, MoU etc.
- 18. Details of all materials litigations and on going investigations or proceedings initiated by the Government and Statutory Authorities or any other person (s).
- 19. Labour situation, payment of wages/ salary position, statutory dues etc.
- 20. Detail of security agency.
- 10. In addition to the above, the Chairman also requested Mr. Vikash Bhagat to provide the following records/documents/information/data etc.
  - 1. All Minutes of the Meetings of the Board of Directors M/s Intellicity Business Park Pvt Ltd and its Subsidiary M/s Ascot Projects Pvt Ltd.
  - 2. Details of Pingo Software which was used to maintained the record of all the Home Buyers of M/s Intellicity Business Park Pvt Ltd. and user ID and Password.
  - 3. Details of all Buyers in MIS
  - 4. Copies of All BBA's
  - 5. Details of Company Secretary and CFO of the Corporate Debtor and its Subsidiary.

- 6. Details of Authorised Signatories in all the Bank Accounts of the Corporate Debtor and its subsidiary.
- 7. Bank Statements of all the Bank Accounts of the Corporate Debtor.
- 8. Contract Copy of share purchase agreement, If any .
- 9. Tally Data of the Corporate Debtor & its Subsidiary along with its user ID and Password.
- 10. Assessment Record of all the Assessment of Income Tax of CD & its Subsidiaries.
- 11.All Notices and Assessment Orders of Income Tax, TDS, Service Tax, GST, Sales Tax,
- 12.Appraisal Report of the order passed by the Income Tax Authorities in connection of search in the premises of Corporate Debtor and its Directors and Officers.
- 13.User ID / Password of Income Tax, TDS, Service Tax, GST, Sales Tax, etc.
- 14. Maps, Drawing, Site Plans, etc. of the Project of M/s Intellicity Business Park Pvt Ltd & Its Subsidiaries.
- 15.The Complete List of Home Buyers of Intellicity Business Park Pvt Ltd.

The Chairman also asked the Members of Suspended BoD of the Corporate Debtor to provide all the Information / records / documents / data, etc. related to the Corporate Debtor and its subsidiary must be provided to the IRP / RP without any further delay.

There being no other business to be conducted, the meeting concluded with vote of thanks.

Marza any

Mohit Kumar Gupta
CHAIRMAN OF THE MEETING

CHAIRMAN OF THE MEETING

Date: 06th August, 2019

Place: New Delhi.

#### INSTRUCTIONS FOR E-VOTING:

**START AND END TIME:** The voting period will begin on **Friday, 09-08-2019 at 03.00 P.M.** and ends on **Saturday, 10-08-2019 at 03.00P.M.** During this period, the members of the Committee of Creditors are being provided the platform to cast their vote electronically.

**WEBSITE LINK TO VOTE:** The participating members of the Committee of Creditors should log on to the e-voting website <a href="http://intellicitycirp.com/otplogin">http://intellicitycirp.com/otplogin</a> during the voting period.

**LOGIN by OTP:** Enter your mobile or email id. Kindly ensure you use the same mobile number or Email id as notified to the IRP for e-Voting.

You will also receive an INVITE e-mail from **Claim-Bridge** on the registered email id and mobile number with the same link <a href="http://intellicitycirp.com/otp login">http://intellicitycirp.com/otp login</a>).

**PASSWORD:** Enter your mobile number or Email id and click on submit button. Your unique OTP (One Time Password) would be delivered on your mobile number and registered email. Once you enter the OTP click on confidentiality agreement button and Submit you would be logged in to voting platform.

**VOTING:** Once logged in, you would go to voting's and click on it. Here you would see the voting from the **<company / IRP>** listed. Click on the event name i.e **<Vote here>** and you would be taken to voting page.

**OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:

YES

NO

**ABSTAIN** 

**CONFIRMATION:** After selecting the option, click on "SUBMIT". You would receive a "THANK YOU" message on the screen. This is a confirmation that your vote has been recorded and also receives a confirmation note on registered email and mobile.

**CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to <a href="mailto:Ankit@claim-bridge.com">Ankit@claim-bridge.com</a>.

# Intellicity Business Park Private Limited Final Result of E-votiing for First CoC meeting held on 06.08.2019

No. of Resolutio n	Resoluti on ID	<u>Resoltution</u>	<u>Yes</u>	<u>No</u>	Abstain	Total No. of Vote Cast	% for Yes
1	20045	To authorise Interim Resolution Professional / Resolution Professional to convene the Extra-ordinary General Meeting of M/s Ascot Projects Private Limited (being a shareholders of Ascot and holding 99.94% shares) and to Reconstitute the Board of Ascot Projects Private Limited.	327	4	1	332	98.49
2	24404	To ratify fees and appointment of Advocates & Professionals	13	318	1	332	3.92
3	79414	To ratify the expenses towards Public Announcement for initiation of corporate insolvency resolution process (CIRP).	331	1	0	332	99.70
4	88860	To ratify the remuneration of the Interim Resolution Professional (IRP)	12	319	1	332	3.61
5	95900	To appoint a Resolution Professional and finalize fees for the same	15	316	1	332	4.52

MINUTES OF THE PROCEEDINGS OF THE SECOND MEETING OF COMMITTEE OF CREDITORS OF INTELLICITY BUSINESS PARK PRIVATE LIMITED (CORPORATE DEBTOR) HELD ON AUGUST 30, 2019 AT 04.00 P.M AT 15, PASCHIM VIHAR EXTN., MAIN ROHTAK ROAD, NEW DELHI-110063, DELHI, INDIA.

### Present in Person:

1.	Mohit Kumar Guptra	Interim Resolution Professional

### MEMBERS OF COMMITTEE OF CREDITORS:

2	Mr. Vivek Raheja	Authorized Representative of
		Financial Creditors in a class
		(Home Buyers)

# OPERATIONAL CREDITOR WHO INVITED TO ATTEND THE MEETING

ABSENT		

# MEMBERS OF THE SUSPENDED BOARD OF DIRECTORS OF CORPORATE DEBTOR:

3	Manoj Kumar	Director of Intellicity Business
	Chaudhary	Park Pvt. Ltd.
4	Sameer Anil Sutar	Director of Intellicity Business
		Park Pvt. Ltd.
5	Anil Ram Sutar	Director of Intellicity Business
		Park Pvt. Ltd.
6	Vikash Bhagat	Director of Intellicity Business
		Park Pvt. Ltd.
7	Kamal Aggarwal	Director of Intellicity Business
		Park Pvt. Ltd.

### **BY INVITATION:**

8	J.S. Nain	Team Member of IRP
9.	Rajiv Malik	Team Member of IRP

The meeting commenced at 04.00 P.M.

### 1. CHAIRMAN OF THE MEETING:

Mr. Mohit Kumar Gupta, the Interim Resolution Professional (IRP) / Resolution Professional presided over the meeting and occupied the Chair and welcomed the members to the Second Meeting of the Committee of Creditors (CoC).

### 2. INTRODUCTION OF THE PARTICIPENTS:

The Chairman requested the participants to introduce themselves. All participants introduced themselves.

### 3. QUORUM

The Chairman informed that there was more than 33% presence of the members with voting rights and accordingly the requisite quorum being present in person, the meeting was called to order.

### A. LIST OF MATTERS DISCUSSED / NOTED

### 4. TO TAKE NOTE OF CLAIMS RECEIVED BY THE IRP

The Chairman informed the Committee the number of claims received up to August 23<sup>rd</sup>, 2019, though 26<sup>th</sup>June, 2019 was the last date of receipt of claims pursuant to the public announcement made under Sections 13 and 15 of the Insolvency and Bankruptcy Code, 2016, as there was a stay for the formation of Committee of the Creditors (CoC) by Hon'ble NCLAT vide its Order dated 19.06.2019. In this Order the IRP was directed to perform his duties under the provision of IBC except the formation of the CoC. The Hon'ble NCLAT has vacated the stay on the formation of CoC vide its Order dated 26<sup>th</sup> July 2019, accordingly CoC was formed on 30<sup>th</sup> July 2019 and First Meeting of the CoC was held on August 6, 2019.

He placed a note indicating the number of such claims including the amount claimed, before the Committee.

He further informed that 591 claims from Financial Creditors in a class (Home Buyers) have been received till August 23, 2019.

He also informed that two claims of Operational Creditors were received whereas there was no new claim of the Operational Creditor after the First Meetingof CoC.

A list of accepted claims was placed before the Committee of Creditors in the meeting and the same was taken on record.

# 5. TO TAKE NOTE OF OPERATIONS OF THE CORPORATE DEBTOR SINCE COMMENCEMENT OF CIRP.

The Chairman briefed the Committee on the state of affairs of the operations of the Company as on the date of commencement of Corporate Insolvency and Resolution Process and the developments took place thereafter. He also informed the Committee that he has visited the construction site at Greater Noida. He further informed that two Banners of the Company were affixed at the site and photographs were also placed before the CoC. There was no change in the

status of the operations since the initiation of the CIRP of the Corporate Debtor.

6. To take note of the expenses incurred towards the CIRP cost of M/s Intellicity Business Park Private Limited, Corporate Debtor and any receipts thereof since the commencement of CIRP.

The Chairman placed before the meeting the statement of CIRP Cost from 13th June 2019 to 31st July 2019. He also informed the Committee that there is an of Rs. 20,000/-payable for the fee of Authorised Representative of the Financial Creditors in class of Home Buyers for attending the First CoC meeting. The Chairman also informed the committee that there was no receipt in the account of Corporate Debtor after the first meeting of the CoC till 23.08.2019

7. To take the note on the progress of CIRP of Intellicity

Business Park Private Limited, Corporate Debtor since
the commencement of CIRP Process

The Chairman informed the Committee that Banks as per details provided by one of the Member of the suspended BoD were informed about the initiation of the CIRP process in the case of M/s Intellicity Business Park Private Limited, Corporate Debtor. The Banks were also requested not to allow any debit entry in the accounts of the Corporate Debtor till further instructions.

The Chairman further informed the Committee that all bank accounts as per details available, were found inactive or seized or closed.

The Chairman also informed that there was a Balance of Rs. 5.44 lacs in one of the account of the Corporate Debtor maintained with Indusind Bank, Sector 63, Noida, District Gautam Budh Nagar, Uttar Pradsh.

The chairman informed the Committee that as per discussions in the last meeting of the CoC, the Post Master, Post Office, Tilak Nagar, New Delhi had informed that the registered office of the Company is closed and all the dak /

correspondence must be re-directed to the place of IRP / RP.

The Chairman further informed the Committee that we are in te process of providing Security Guards at the construction site, for which we have asked the quotation.

The Chairman also informed that the claims have been admitted as per law. He further clarified that interest and / or Assured Return has also been considered while admitting the claims of the Home Buyers.

The Chairman also placed before the meeting a copy of agreement of M/s Claim Bridge.

The chairman has informed to the committee that promoters / Directors of the Corporate Debtor are not cooperating with IRP to provide the records/documents/information/data of the Corporate Debtor of the Corporate Debtor. The IRP / RP has filed an application u/s 19(2) of the IBC before the Hon'ble NCLT against the Directors of Corporate Debtor and other concern

persons. The application filled under section 19(2) is listed on 04.09.2019 before the Hon'ble NCLT.

The Chairman also informed that in the last meeting of CoC, the members of suspended BoD were requested to provide the information / documents / records / tally data, etc. of the Corporate Debtor. Mr. Vikash Bhagat, one of the member of the suspended BoD has given few documents just before the start of the meeting of CoC. The data provided by the member of suspended BoD yet to be verified.

The Chairman placed before the meeting a cutting of Newspaper dated 27.08.2019, wherein UP RERA has moved out of two stalled housing projects in Noida, it was supposed to complete by calling in a new developer and also withheld 55 notices and orders to avoid an overlap with proceedings in the NCLT and other Courts where the same cases have been filled by Homebuyers or Investors. Out of the above two projects, one is Airwill Intellicity.

The Chairman also informed the Committee that a complaint has already been filed with the Bisrakh Police Station and he is in touch with the I.O. He further informed that I.O. assured him that he will visit the site frequently.

The chairman further placed before the Committee, a letter /notice received from the Income Tax Authorities attaching the site of the Corporate Debtor. The Chairman assured that he is replying and dealing with the Income Tax Authorities as per the provisions of IBC.

The Chairman also asked the members of suspended BoD to give the status of endorsing illegal BBA. It was informed to the meeting that the work of endorsing illegal BBA has been stopped and there is no further endorsement of BBA. The Chairman informed the meeting that the matter of endorsing of illegal BBA by the members of suspended BoD has been included in the application filed before the Hon'ble NCLT under section 19(2) of the IBC.

The members of suspended BoD informed that the appeal filed by them before RERA Appellate Tribunal will be modify on the next date of hearing.

The Committee noted the above.

# 8. TO TAKE UP AND DISCUSS THE PROPOSAL FOR INTERIM FINANCE.

The Chairman explained that the Company is in dire need of interim funding to keep the company as going concern and to meet the CIRP expenses. The Committee discussed the matter in details and once again suggested that this matter may be consider in the coming meetings of CoC.

### Information Memorandum (IM):

The Chairman informed the Committee that the Information Memorandum as per the available information /record has been prepared in accordance with the provisions of the IBC and Rules and Regulations made thereunder. The Information Memorandum will be shared with the Financial Creditors subject to the undertaking to be given by them.

The Committee noted the same.

#### B. LIST OF MATTERS VOTED UPON AFTER DISCUSSION.

# 1. To ratify and approve the fees and appointment of Advocates, Professionals & Valuers:

The Chairman informed the Committee that as per the provisions of Section 20(2) of the IBC, 2016, IRP / RP has appointed the following Advocate & Professionals for reconciliation of the claims received and maters incidental thereto. The IRP / RP has also appointed the advocates for drafting the application / report / any other documents and for appearance before the Hon'ble NCLT / NCLAT.

The Chairman further informed that as per the provisions of Regulation 17 (3) of the Insolvency And Bankruptcy Board Of India (Insolvency Resolution Process For Corporate Persons)
Regulations, 2016, where the appointment of Resolution Professional is delayed, the Interim Resolution Professional shall perform the functions of the Resolution Professional

from the fortieth day of the insolvency commencement date till a Resolution Professional is appointed under section 22. Accordingly, Mr. Mohit Kumar Gupta, Interim Resolution Professional has started to perform the function of Resolution Professional. As per the Provisions of regulation 27 of the Insolvency And Bankruptcy Board Of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016 the Resolution Profession shall appoint two registered Valuer to determine the fair value and the liquidation value of the Corporate Debtor within seven days of his appointment, but not later than forty-seven day from the Insolvency commencement date.

As stated above and to discharge the duty of Resolution Professional, Mr Mohit Kumar Gupta, IRP/RP has appointed two registered Valuers.

The fee settled by the IRP / RP for the assignments mentioned above for the Professional, is to be ratify and approved by the CoC.

The Chairman also informed the Committee that

there was no further expenditure/fee payable to the professional/advocates from the date of last meeting of CoC till 23<sup>rd</sup> of August 2019 except the fee of the valuers.

The Chairman also informed the Committee that there is a balance of Rs. 5.44 lacs in one of the account of M/s Intellicity Business Park Private Limited, Corporate Debtor. This amount will meet the onetime Expenses of Advocates, Professionals, E-voting charges ( Rs. 2,00,000/- + Rs. 1,00,000/- + Rs. 1,00,000/- + Rs. 1,75,000/-) for the professional appointed by IRP / RP. There will not be any burden of these expenses on the Home Buyers.

The Chairman informed that the fee of valuation will be the part of CIRP Cost.

The fee of the Advocate, Professionals and Valuers who were appointed for the various jobs are to be ratified and approved by the CoC.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

"RESOLVED THAT as per the provisions of Section 20(2) of the IBC, 2016 and Regulations 27 and 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions of IBC- 2016 the payment of under mentioned legal and professional fees to the Advocates /Professional/ Valuers be and is hereby ratified and approved.

SR.	Name of the	Particulars of the	Fees Settled with
No.	Advocate /	assignment	the valuers/
	Professional		Professional
1.	Suneel	For professional	Rs. 2,00,000/-
	Kumar,	services with relation	plus Tax, plus Out
	Chartered	to verification of	of
	Accountants	claims of creditors	pocket expenses
	(Professional)		
2.	Saurabh	For appearance before	Rs. 1,00,000/-

	Kalia,	NCLT and NCLAT.	plus Tax,plus Out
	Advocate		of
			pocket expenses
3.	Rajiv Malik,	For Drafting of various	Rs. 1,00,000/-
	Advocate and	reports, application	plus Tax, plus Out
	Company	U/s 19(2) of the IBC	of
	Secretary and	submitted with	pocket expenses
	Insolvency	Hon'ble NCLT.	
	Professional		
		Drafting of Reply filled	
		with NCLT.	
4.	Claim Bridge	For e-voting and	Rs. 1,75,000/-
		follow up with the	plus Tax,
		Creditors of Intellicity	
		Business Park Private	
		Limited, Corporate	
		Debtor.	
5.	Mr. Naveen	For Valuation of the	Rs. 1,75,000/-
	Singal	assets as per the	plus tax and out
		provisions of the IBC.	of pocket
			expenses

б. Mr. Ankit Goel	For Valuation of the Rs. 1,25,000/-
	assets as per the plus tax and out
	provisions of the IBC. of pocket
	expenses

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 03.09.2019 at 12.00 P.M. and will remain open upto 04.09.2019 at 04.00 P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

## Agenda Item No. 2

To ratify and approved the remuneration of the Interim Resolution Professional/ Resolution Professional (IRP) from the date of commencement of CIRP i.e., 13.06.2019 to 23.08.2019.

The Chairman informed the Committee that he was appointed as Interim Resolution Professional (IRP) by Hon'ble NCLT, Bench II, New Delhi. No remuneration was fixed by Hon'ble NCLT. The CIRP of M/s Intellicity Business Park Private Limited, Corporate Debtor was initiated with effect from 13.06.2019. The Hon'ble NCLAT vide its order dated 19.06.2019 stayed the formation of the Committee of Creditors (CoC) of M/s Intellicity Business Park Private Limited, Corporate Debtor. The IRP was also directed to act as per the provisions of IBC except the formation of CoC. The stay on the formation of CoC was vacated by Hon'ble NCLAT on 26.07.2019 and accordingly CoC was formed on 30.07.2019.

The Chairman also informed that IRP had proposed his fee of Rs. 5,00,000/- per month for a period from 13.06.2019 to 31.07.2019 plus applicable taxes is payable to the Interim Resolution Professional, which comes to Rs. 8,00,000/- subject to the approval of CoC. The CoC did not ratify and approve the

resolution.

The Chairman also informed the Committee that he has received various requests from the members (Home Buyers) of CoC, requesting IRP / RP to reduce his fee. The Members also requested Mr. Mohit Gupta to bifurcate his fee in such a way that the burden on the Home buyers should be minimum. To consider the requests of the members (Home Buyers) of the CoC, IRP / RP agree to further reduce his fee.

The Chairman further informed that the proposed fee in the notice and agenda was Rs.4,50,000/- per month. In view of the requests of the members of the Committee, Mr. Mohit Kumar Gupta, IRP / RP agreed to charge his fee of Rs. 4,00,000/- per month.

The chairman also informed that he has accepted the requests of the members to bifurcate his fee in such a way that the burden on the home buyers should be minimum. The fee of Rs. 4,00,000/- per month to IRP / RP will payable as per the details given below:

Rs. 2,00,000/- per month – Reimbursed by the Home Buyers (
the contributed of the Home buyers will become the part of CIRP
Cost).

Rs. 2,00,000/- per month – will be the part of CIRP Cost and will payable at the time of submission of Resolution Plan.

The Chairman further informed the Committee that the fee of IRP for the period from 01.08.2019 to 23.08.2019 is Rs. 2,96,000/- (which is @ Rs. 4,00,000/- per month for 23 days of August, 2019). The Chairman also informed that an amount of Rs. 2,00,000/- has been received from the Applicant.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

"RESOLVED THAT pursuant to Regulation 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, payment of remuneration of Rs. 8,96,000/- (Rupees Eight lakhs

Ninety Six thousand only) ( 10,96,000 – 2,00,000/- = 8,96,000/-) plus applicable taxes, to the Interim Resolution Professional / Resolution Professional for a period from 13.06.2019 to 23.08.2019, of his remuneration be and is hereby ratified and approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 03.09.2019 at 12.00 P.M. and will remain open upto 04.09.2019 at 04.00 P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

### Agenda Item No. 3

To appoint a Resolution Professional and finalise fees for the

#### same

The Chairman informed the Committee that as per section 22(2) of Insolvency & Bankruptcy Code, 2016, the committee of creditors (COC), may, in the first meeting, by a majority vote of not less than Sixty Six per cent of the voting share of the financial creditors, either resolve to appoint the Interim Resolution Professional as a Resolution Professional or to replace the Interim Resolution Professional by another resolution professional.

The Chairman also informed that in this case, Mr. Mohit Kumar Gupta, was appointed as Interim Resolution Professional by National Company Law Tribunal, Bench II, New Delhi.

The Chairman further informed that as per Section 22(2), the Committee of Creditors may resolve to appoint Interim Resolution Professional as a Resolution Professional.

It was also informed by the Chairman that in the First meeting of CoC held on 06.08.2019, the CoC did not approve the appointment of Mr. Mohit Kumar Gupta, IRP as RP, nor they

appointed new Resolution Professional. The Home buyers had the observations that the fee charged by Mr. Mohit Kumar Gupta is very high.

The Chairman also informed that on the requests of Home Buyers, Mr. Mohit Kumar Gupta agreed to reduce his fee. The new fee will be Rs. 4,00,000/- per month. He also bifurcated his in the following manner in order the minimise the burden on the Home buyers:

Rs. 2,00,000/- per month – Reimbursed by the Home Buyers (the contributed of the Home buyers will become the part of CIRP Cost).

Rs. 2,00,000/- per month – will be the part of CIRP Cost and will payable at the time of submission of Resolution Plan.

Now, with effect from the 1<sup>st</sup> August, 2019 and after the approval of the CoC, the revised fee of Mr. Mohit Kumar Gupta will be Rs.4,00,000 per month plus applicable taxes.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

"RESOLVED THAT pursuant to section 22, sub-section (2) and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, approval of committee of creditors be and is hereby accorded for appointment of Mr. Mohit Kumar Gupta, Interim Resolution Professional as Resolution Professional in the matter of Corporate Insolvency Resolution Process of Intellicity Business Park Private Limited.

**RESOLVED FURTHER THAT** the fees to be paid to the Resolution Professional amounting to Rs 4,00,000/- per month plus applicable taxes be and is hereby approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 03.09.2019 at 12.00 P.M. and will remain open upto 04.09.2019 at 04.00 P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

### Agenda Item No. 4

To appoint Mr. Sarvesh Kashyap Insolvency Professional as Resolution Professional and finalise fees for the same

The Chairman informed the Committee that as per section 22(2) of Insolvency & Bankruptcy Code, 2016, the committee of creditors (COC), may, in the first meeting, by a majority vote of not less than Sixty Six per cent of the voting share of the financial creditors, either resolve to appoint the Interim Resolution Professional as a Resolution Professional or to replace the Interim Resolution Professional by another Resolution Professional.

It was also informed by the Chairman that as per Section 22(2), the Committee of Creditors may resolve to appoint Interim Resolution Professional as a Resolution Professional.

The Chairman also informed that in the First meeting of CoC neither the appointment of Mr. Mohit Kumar Gupta, IRP as RP was approved nor CoC appointed new Resolution Professional.

The Chairman further informed that now the CoC has proposed the name of Mr. Sarvesh Kashyap, Insolvency Professional as the Resolution Professional of M/s Intellicity Business Park Private Limited. Mr. Sarvesh Kashyap has given his consent in Form AA to the CoC.

At the time of issue of notice of CoC, Mr. Sarvesh Kashyap informed vide his email dated 23.08.2019 that his fee has yet not been finalised. Now before the date of second CoC, it was informed to the IRP / RP that the fee of the new RP will be Rs. 4,00,000/- per month plus applicable taxes.

The Committee discussed the same at length. The following resolution was placed before the meeting for voting.

**"RESOLVED THAT** pursuant to section 22, sub-section (2) and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, approval of committee of creditors be and is hereby accorded for appointment of Mr. Sarvesh Kashyap, Insolvency Professional as Resolution Professional in the matter of Corporate Insolvency Resolution Process of Intellicity Business Park Private Limited.

RESOLVED FURTHER THAT the fees to be paid to the Resolution Professional amounting to Rs 4,00,000/- per month plus applicable taxes be and is hereby approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and informed the Committee that he will seek the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under.

Accordingly the e-voting will start on 03.09.2019 at 12.00 P.M. and will remain open upto 04.09.2019 at 04.00 P.M.

The results will be pronounced within 24 hours at the end of voting period.

The detail instructions is the part of the minutes.

### Other Matters / Discussions

- 1. The AR presented before the Committee email / letter written by the Home Buyers to him. The Home Buyers need certain clarifications on some issues. The issues were discussed in the meeting. The Chairman informed that
  - a. This second meeting of CoC has been called on the request of the various home buyers.
  - b. the Insolvency & Bankruptcy Code, 2016 and Rules and Regulations made thereunder provides that in the case of change of RP, the Hon'ble NCLT will approve the same. From the date of approval of Hon'ble NCLT, the new RP will be appointed. As per Regulation17 (3) of the Insolvency And Bankruptcy Board Of India (Insolvency Resolution Process For Corporate

Persons) Regulations, 2016, where the appointment of resolution professional is delayed, the Interim Resolution Professional shall perform the functions of the Resolution Professional from the fortieth day of the insolvency commencement date till a resolution professional is appointed under section 22. Accordingly, Mr. Mohit Kumar Gupta, Interim Resolution Professional has started to perform the function of Resolution Professional. There was a stay of Hon'ble NCLAT for the formation of CoC from 19.06.2019 to 26.07.2019. The CoC was formed on 30.07.2019.

- c. As per the provisions of IBC and Rules and Regulations made thereunder, CoC has to ratify the expenses incurred by the Interim Resolution Professional. Accordingly, the same was put up once again fro ratification.
- d. There was the errors in the email ID provided by the Home Buyers as some of the home buyers provided the same email ID, which they mentioned in their application form and were inactive. The email ID provided by the Home buyers in their claim

- forms were taken on record. Due to their inactive email, they were facing the problem of receiving OTP. Further, the system of e-voting is fully secure.
- e. As per the provisions of IBC and Rules and Regulations made thereunder, RP must appoint, two registered valuers on or before 47th day of the initiation of CIRP. As per the revised schedule, the 23rd August, 2019 was the 47th day and the IRP / RP appointed the two registered valuers, whose appointment and the fees were mentioned in the agenda notice.
- f. The land, where the proposed project of the Intellicity to be executed is in the name of Ascot Projects Private Limited. As per various case laws, the IRP / RP cannot take the custody of the assets of the third party. The Chairman further informed that in spite of all these hurdles, the IRP / RP has put the board of Intellicity Business Park at the site. He also placed the photographs before the meeting. It was stated by one of the member of the suspend BoD that materials at the construction

site were belonged neither to the Corporate Debtor nor Ascot Projects Private Limited but the same was owned by the Contractors. He also stated that after the order dated 26.07.2019 passed by Hon'ble NCLAT, the contractors stopped the work at site and removed their materials. A Complaint in this regard has already been filed with the Police Station, Bisrakh.

- g. The agenda and the minutes of the first meeting of the CoC alongwith the list of creditors has filed with the Hon'ble NCLT. He further informed that the agenda, minutes and the list of creditors of the 2<sup>nd</sup> CoC will also be filed with the Hon'ble NCLT in due course.
- h. Fee of Mr. Sarvesh Kashyap as provided has been the part of Resolution for the appointment of New Resolution Professional.
- 2. The Chairman placed before the meeting an email / letter sent to IRP / RP by Mr. Anil Ram Sutar, member of the suspended BoD. This letter mainly pertains to the

- complaint filed by Mr. Sutar before the Hon'le NCLT under Section 241 of the Companies Act, 2013.
- 3. The Chairman also informed that he has received various requests from the Home Buyers that they are interested to become the Director in the subsidiary Company of Intellicity Business Park Private Limited. The Chairman placed before the list of persons, who are interested to become the Director in Ascot Projects Private Limited.
- 4. Mr. Manoj Kumar and Mr. Kamal Aggarwal placed before the Committee, the proposal under Section 12 A of the IBC for the withdraw of CIRP Process. The documents given by the members of suspended BoD were unsigned and incomplete. Therefore, the same were not taken on record.
- 5. Mr. Manoj Kumar, a member of suspend BoD stated that they will start the work at construction site with the association of Home Buyers.
- 6. The Chairman asked the members of suspended BoD about the removal of construction materials from the site. It was informed to the meeting that the materials which was removed neither belong to the Corporate Debtor nor M/s Ascots Projects Private Limited. The materials owned by the Contractors and after the order of Hon'ble NCLAT dated

26.07.2019, the Contractors stopped to work at the site

and removed their materials.

The Chairman also asked the Members of Suspended BoD 7.

of the Corporate Debtor to provide all the Information /

records / documents / data, etc. related to the Corporate

Debtor and its subsidiary must be provided to the IRP / RP

without any further delay.

The Committee noted the above.

There being no other business to be conducted, the meeting

concluded with vote of thanks.

MORSA CANY

Mohit Kumar Gupta

CHAIRMAN OF THE MEETING

Date: 30th August, 2019

Place: New Delhi.

#### **INSTRUCTIONS FOR E-VOTING:**

START AND END TIME: The voting period will begin on Tuesday, 03.09.2019 at 12.00 P.M. and ends on Wednesday, 04.09.2019 at 04.00 P.M. During this period, the members of the Committee of Creditors are being provided the platform to cast their vote electronically.

**WEBSITE LINK TO VOTE:** The participating members of the Committee of Creditors should log on to the e-voting website <a href="http://intellicitycirp.com/otp login">http://intellicitycirp.com/otp login</a> during the voting period.

**LOGIN by OTP:** Enter your mobile or email id. Kindly ensure you use the same mobile number or Email id as notified to the IRP for e-Voting.

You will also receive an INVITE e-mail from **Claim-Bridge** on the registered email id and mobile number with the same link <a href="http://intellicitycirp.com/otp login">http://intellicitycirp.com/otp login</a>).

**PASSWORD:** Enter your mobile number or Email id and click on submit button. Your unique OTP (One Time Password) would be delivered on your mobile number and registered email. Once you enter the OTP click on confidentiality agreement button and Submit you would be logged in to voting platform.

**VOTING:** Once logged in, you would go to voting's and click on it. Here you would see the voting from the **<company / IRP>** listed. Click on the event name i.e **<Vote here>** and you would be taken to voting page.

**OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:

YES

NO

ABSTAIN

**CONFIRMATION:** After selecting the option, click on **"SUBMIT"**. You would receive a "THANK YOU" message on the screen. This is a confirmation that your vote has been recorded and also receives a confirmation note on registered email and mobile.

**CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to <a href="mailto:Ankit@claim-bridge.com">Ankit@claim-bridge.com</a>.

### Intellicity Business Park Private Limited Final Result of E-votiing for Second CoC meeting held on 30.08.2019

No. of Resolutio n	Resoluti on ID	<u>Resoltution</u>	Yes	<u>No</u>	Abstain	Total No. of Vote Cast	<u>% for Yes</u>
1	79381	To ratify and approve the fees and appointment of Advocates, Professionals & Valuers.	75	366	1	442	16.97
2	14998	To ratify and approve the remuneration of the Interim Resolution Professional (IRP) from the date of commencement of CIRP i.e., 13.06.2019 to 23.08.2019.	74	366	2	442	16.74
3	26791	To appoint Mr. Mohit Kumar Gupta, IRP / RP as Resolution Professional and finalise fees for the same	66	375	1	442	14.93
4	13829	To appoint Mr. Sarvesh Kashyap, Insolvency Professional as Resolution Professional and finalize his fee.	376	66	1	443	84.88

FINAL MINUTES OF THE PROCEEDINGS AFTER INCORPORATING E-VOTING RESULT OF THE THIRD MEETING OF COMMITTEE OF CREDITORS OF INTELLICITY BUSINESS PARK PRIVATE LIMITED (CORPORATE DEBTOR) HELD ON SEPTEMBER 24, 2019 COMMENCED AT 04.30 P.M AT 15, PASCHIM VIHAR EXTN., MAIN ROHTAK ROAD, NEW DELHI-110063, DELHI, INDIA AND CONCLUDED AT 6.30PM.

#### Present in Person:

1,	Sarvesh Kashyap	Resolution Professional
2.	Mohit Kumar Gupta	Ex - IRP / RP

### MEMBERS OF COMMITTEE OF CREDITORS:

3	Mr. Vivek Raheja	Authorized Representative of Financial
		Creditors in a class (Home Buyers)

# MEMBERS OF THE SUSPENDED BOARD OF DIRECTORS OF CORPORATE DEBTOR:

4	Manoj Kumar	Director of Intellicity Business Park
	Chaudhary	Pvt. Ltd.
5	Sameer Anil Sutar	Director of Intellicity Business Park Pvt. Ltd.
6	Anil Ram Sutar	Director of Intellicity Business Park Pvt. Ltd.
7	Vikash Bhagat	Director of Intellicity Business Park Pvt. Ltd.
8	Kamal Aggarwal	Director of Intellicity Business Park Pvt. Ltd.

#### BY INVITATION:

9	Alok Chandra Singh	Team Member of RP
10	Rajiv Malik	Team Member of IRP / RP

## 1. CHAIRMAN OF THE MEETING:

As per Regulation 24(1) of the Insolvency and Bankruptcy Code, 2016 ("Code") the Resolution Professional (which included Interim Resolution Professional) had to act as the Chairperson of the meeting. On 20-09-2019, Hon'ble National Company Law Tribunal, New Delhi Bench had confirmed the appointment of Mr. Sarvesh Kashyap as Resolution Professional in place of Mr. Mohit Kumar Gupta the Interim Resolution Professional (IRP) / Resolution Professional in the open Court, though certified copy of the Order was yet to be received. Taking note of the same Mr. Gupta requested Mr. Kashyap to preside over the meeting. Mr. Kashyap in turn requested Mr. Gupta to sit along with him and assist in the proceeding to which Mr. Gupta readily agreed. Mr. Kashyap thereafter occupied the Chair and welcomed the members to the Third Meeting of the Committee of Creditors (CoC).

#### 2. INTRODUCTION OF THE PARTICIPENTS:

The Chairman requested the participants to introduce themselves. All participants introduced themselves.

### 3. QUORUM

The Chairman informed that there was more than 33% presence of the members with voting rights and accordingly the requisite quorum being present in person, the meeting was called to order.

## A. LIST OF MATTERS DISCUSSED / NOTED

 To take note of claims received by the Interim Resolution Professional/Resolution Professional since the second meeting of CoC till 17.09.2019

The Chairman informed the Committee that claims from the stake holders of the Corporate Debtor were continuously being received though 26th June, 2019 was the last date of receipt of claims pursuant to the public announcement made under Sections 13 and 15 of the Code. There was a stay for the formation of CoC by Hon'ble National Company Law Appellate Tribunal (NCLAT) vide its Order dated 19.06.2019. In the said Order the IRP was directed to perform his duties under the provisions of the Code except the formation of the CoC. The Hon'ble NCLAT vacated the stay on the formation of CoC vide its Order dated 26th July 2019, accordingly CoC was formed on 30th July 2019 and the First Meeting of CoC was held on August 6, 2019.

A note indicating the number of such claims including the amount claimed, was place before CoC.

CoC was further informed that 779 claims from Financial Creditors in a class (Home Buyers) were received till September 17, 2019.

CoC was also informed that seven claims of Operational Creditors were received including four new claims received from the Operational Creditor after the Second Meeting of CoC.

A list of accepted claims was placed before CoC in the meeting and the same was taken on record.

### To take note of operations of the corporate debtor since commencement of CIRP

The Chairman briefed the Committee on the state of affairs of the operations of the Company as on the date of commencement of Corporate Insolvency and Resolution Process and the developments took place thereafter. There was no change in the status of the operations since the initiation of the CIRP of the Corporate Debtor. The members of suspended BoD present in a meeting confirmed the status of Corporate Debtor. As confirmed by them that there was no employee of the CD, and all work was on hold, therefore, the status of CD was not going concern from last two years.

6. To take note of the expenses incurred towards the CIRP cost of M/s Intellicity Business Park Private Limited, Corporate Debtor and any receipts thereof since the commencement of CIRP.

Mr. Mohit Kumar Gupta, ex – IRP / RP informed to the Chairman / Meeting that he had spent Rs. 75,000/- towards various expenses such as photocopies, filing, conveyance, translations of Hindi documents into English, Convening three meetings of CoC, etc. Mr. Mohit Kumar Gupta also informed the Chairman / Meeting that the fee of Rs. 20,000/- per meeting was required to be paid as per the provisions of IBC to the Authorised Representative of the class of Financial Creditors (Home Buyers). He further informed that Rs. 60,000/- is payable to Mr. Vivek Raheja, Authorised Representative of the class of Home Buyers for three CoC meetings of Intellicity Business Park Private Limited. The same were noted by the Chairman and CoC.

The Chairman informed the committee that there was no receipt in the bank accounts of the Corporate Debtor after the first meeting of the CoC till 17.09.2019

 To take the note on the progress of CIRP of Intellicity Business Park Private Limited, Corporate Debtor since the commencement of CIRP Process.

The Chairman asked the members of suspended BoD about the status of vehicles of the Corporate Debtor. It was informed by the members of suspended BoD that all the vehicles of the Corporate Debtor were either taken by the Banks / Mining Department against their dues or they have settled the claims of the Bank. It was also informed by Mr. Vikas Bhagat, Member of suspended BoD of the Corporate Debtor that one vehicle was taken by a Broker - against his dues and no FIR had been filed against such Broker. Detail of broker not provided. The Chairman requested the members of suspended BoD to provide the vehicle details and the name of the bank from where such vehicles were financed.

The Chairman also asked the status of the assets of the Corporate Debtor, it was confirmed by the members of the suspended BoD that in the office block at the site of Ascot Projects Private Limited, the assets lying are the property of Corporate Debtor such as Computers, Air Conditions, Furniture, etc.

The Chairman further asked the members of suspend BoD that whether they have received the email sent alongwith the complete copy of application and annexures filed by IRP / RP under Section 19(2) of the Code, which was confirmed by them. Further the hard copy of the complete set of aforesaid application were also provided to the members of the suspended BoD which they acknowledged.

Mr. Mohit Kumar Gupta, Ex - IRP / RP informed the Committee that he had received certain claims based on the credit notes issued by the ex-management of the Corporate Debtor. He had also placed before the meeting copies of such claims. As the books of accounts and other supporting documents were not provided by the suspended Board of Directors, it was not possible to verify such claims and therefore it was decided not to include such claims.

Mr. Mohit Kumar Gupta, Ex-IRP / RP further informed the Committee that the promoters and Directors of the Corporate Debtor were not providing the relevant information required for the purpose of finalisation of accounts, banks, assets of the Corporate Debtor, etc. He also informed that on the last date of hearing i.e. 20.09.2019, the Hon'ble NCLT issued the directions to the members of suspend BoD to provide the documents, records, financial data including tally data and the list of allottees to the Resolution Professional within seven days. The Chairman once again requested the members of the suspend BoD to provide the list of allotees along with relevant records, documents, etc. for smooth running of CIRP. He also informed the Committee that the next date of hearing of Application filed under section 19(2) of the Code was October 10, 2019.

Mr. Vikash Bhagat, one of the member of the suspended BoD has confirmed that the tally data of the Corporate Debtor was in his possession and he would provide the same to the Resolution Professional at the earliest.

Mr. Mohit Kumar Gupta, Ex-IRP/RP informed the Committee that as per discussions in the last meeting of the CoC, the contact no. of Mr. Kamal Aggarwal, member of suspended BoD was provided to the Valuers for valuation of assets of the Corporate Debtor. But Mr. Kamal Aggarwal was not co-operating with the Valuers for the Valuation of Assets of the Corporate Debtor. Mr. Kamal Agarwal, offered apologies and informed that he would definitely cooperate with the valuers for valuation of assets of the Corporate Debtor.

Mr. Mohit Kumar Gupta, ex-IRP/RP asked the members of the suspended BoD that as per promise in the last meetings, minutes book of the Corporate Debtor had not been provided to them. The Chairman also asked the Members of suspended BoD to provide the same. It was informed by Mr. Vikas Bhagat, member of suspended BoD that the minutes book was in the Custody of the Company Secretary Mr. Vaibhav Sharma, who was not providing the same due to his payment issues. However, he failed to provide the contact no. and address of Mr. Vaibhav Sharma, Company Secretary.

Mr. Vikas Bhagat, member of suspended BoD also informed that some of the records of the Company was in the custody of the ex-employees of the Corporate Debtor and unless and until the Corporate Debtor clears their dues, they would not provide the same. However, he failed to provide the list of such ex-employees.

Mr. Mohit Kumar Gupta, Ex-IRP/RP once again asked the members of suspended BoD to provide the copies of the all agreements between the Corporate Debtor and the Ascot Projects Private Limited. The members of suspended BoD assured that the same would be provided at the earliest.

Mr. Mohit Kumar Gupta, Ex-IRP / RP informed the Committee that he had requested the members of suspend BoD to apply to Registrar of Companies, Delhi (RoC) for the extension of time for holding of Annual General Meeting as the accounts were not ready. Mr. Manoj Kumar, member of suspended BoD assured that he would apply on behalf of Corporate Debtor to RoC within a day or two.

The Chairman also asked the members of suspended BoD the status of endorsing illegal Builder Buyer Agreement (BBA). It was again confirmed by the Members of suspended BoD that the work of endorsing illegal BBA has been stopped and there was no further endorsement of BBA. Mr. Mohit Kumar Gupta, Ex – IRP/RP informed the meeting that the matter of endorsing of illegal BBA by the members of suspended BoD had been included in the application filed before the Hon'ble NCLT under section 19(2) of the Code.

The Committee noted the above.

### 8. To take up and discuss the proposal for interim finance, if any

The Chairman informed that there was an urgent need of funds to meet the day to day and CIRP expenses. The Chairman asked the members of suspend BoD to provide the funds in the escrow account of the Corporate Debtor. The members of suspended BoD assured the meeting that they would consider the same.

The Committee noted the same.

# B. LIST OF MATTERS VOTED UPON AFTER DISCUSSION.

### To ratify and approve the fees and appointment of Advocates & Professionals:

Mr. Mohit Kumar Gupta, Ex-IRP/RP informed the Committee that as per the provisions of Section 20(2) of the IBC, 2016, IRP / RP appointed the following Advocate & Professionals for reconciliation of the claims received and maters incidental thereto. The ex- IRP / RP also appointed the advocates for drafting the application / report / any other documents and also for appearance before the Hon'ble NCLT / NCLAT.

The fees of Advocates & Professional ratified by the CoC will be the part of CIRP Cost as per the provisions of IBC and / or the same would be payable as per details below:-

- a. From the current balance in the existing bank account of the Corporate Debtor.
- To be paid by the Resolution Applicant.
- c. Money received from the sale of Assets of the Corporate Debtor Due to the above arrangement, there would not be any burden / outflow of money on current members of CoC.

The following list of Advocate & Professionals who were appointed for the various jobs of the Corporate Debtor by the IRP was placed:-

SR. No.	Name of the Advocate / Professional	Particulars of the assignment	Fees Settled with the Professionals
1.	Suncel Kumar, Chartered Accountants (Professional)	For professional services with relation to verification of claims of creditors	Rs. 2,00,000/- plus Tax plus Out of pocket expenses

2.	Saurabh Kalia, Advocate	For appearance before NCLT and NCLAT.	Rs. 1,00,000/- plus Tax, plus Out of pocket expenses
3.	Rajiv Malik, Advocate, Company Secretary and Insolvency	For Drafting of various reports, application U/s 19(2) of the IBC submitted with Hon'ble NCLT.	Rs. 1,00,000/- plus Tax, plus Out of pocket expenses
	Professional	Drafting of Reply filed with NCLT, appearance before Hon'ble NCLT and Hon'ble NCLAT.	

It was discussed in the meeting and following resolution was placed before the meeting for voting which was approved by the CoC:

"RESOLVED THAT as per the provisions of Section 20(2) of the IBC, 2016 and Regulations 27 and 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions of IBC- 2016 the payment of under mentioned legal and professional fees to the Advocates /Professional be and is hereby ratified and approved:

SR. No.	Name of the Advocate / Professional	Particulars of the assignment	Fees Settled with the Professional
1.	Suneel Kumar, Chartered Accountants (Professional)	For professional services with relation to verification of claims of creditors	Rs. 2,00,000/- plus Tax, plus Out of pocket expenses
2.	Saurabh Kalia, Advocate	For appearance before NCLT and NCLAT.	Rs. 1,00,000/- plus Tax,plus Out of pocket expenses

3.	Rajiv Malik,	For Drafting of various	Rs. 1,00,000/-
	Advocate and	reports, application U/s	plus Tax, plus Out of
	Company	19(2) of the IBC submitted	pocket expenses
	Secretary and	with Hon'ble NCLT.	
	Insolvency	Drafting of Reply filled	
	Professional	with NCLT.	

FURTHER RESOLVED THAT the fee to be paid to the above said professionals be payable as per the provisions of IBC and / or payable as follows:-

- a. From the current balance in the existing bank account of the Corporate Debtor.
- b. To be paid by the Resolution Applicant.
- c. Money received from the sale of Assets of the Corporate Debtor.

FURTHER RESOLVED THAT the necessary instruction be issued to the bank for release of the amount standing in the credit of Corporate Debtor."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

Particulars	No. of Votes	Voting %	Result (Item No.1)
Votes Cast in favour	467	98.11%	Resolution
Votes Cast against	8	1.68%	Approved
Votes Abstained.	1	0.21%	
Total	476	100.00%	

#### Agenda Item No. 2

### To ratify and approved the amount payable to M/s Claim Bridge provider of E-Voting Platform

The Chairman informed that as per the provisions of the IBC, 2016, and rules and regulations made their under, the IRP / RP is required to provide E-Voting Platform for E-Voting to the members of CoC. Accordingly, the ex-IRP/RP entered into an agreement with Claim Bridge to provide the E-Voting platform. The fees payable to the Claim Bridge was Rs 1,75,000/-plus applicable taxes. The ex-IRP/RP had already paid the advance of Rs 25,000/- to Claim Bridge.

The fees payable to Claim Bridge is to be ratified by the CoC as per details below:-

1. Claim Bridge	For e-voting and follow up with the Creditors of Intellicity Business Park Private Limited, Corporate Debtor.	plus Tax,
-----------------	---------------------------------------------------------------------------------------------------------------	-----------

It was discussed in the meeting and following resolution was placed before the meeting for voting which was approved by the CoC::

"RESOLVED THAT as per the provisions of the IBC, 2016 and Rules & Regulations made there under, the fee payable to M/s Claim Bridge as per details given below be and is hereby ratified and approved:

1. Claim Bridge	For e-voting and follow up Rs. 1,75,000/- with the Creditors of plus Tax, Intellicity Business Park Private Limited, Corporate Debtor.
-----------------	----------------------------------------------------------------------------------------------------------------------------------------

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

Particulars	No. of Votes	Voting %	Result (Item No.2)	
Votes Cast in favour	469	98.53%	Resolution	
Votes Cast against	5	1.05%	Approved	
Votes Abstained.	2	0.42%		
Total	476	100.00%		

#### Agenda Item No. 3

To ratify and approved the remuneration of the Interim Resolution Professional/ Resolution Professional (IRP) from the date of commencement of CIRP i.e., 13.06.2019 to 20.09.2019.

CoC was informed that Mr. Mohit Kumar Gupta was appointed as Interim Resolution Professional (IRP) by Hon'ble NCLT, Bench II, New Delhi. No remuneration was fixed by Hon'ble NCLT. The CIRP of the Corporate Debtor was initiated with effect from 13.06.2019. The Hon'ble NCLAT vide its order dated 19.06.2019 stayed the formation of the Committee of Creditors (CoC) of the Corporate Debtor. The IRP was also directed to act as per the provisions of IBC except the formation of CoC. The stay on the formation of CoC was vacated by Hon'ble NCLAT on 26.07.2019, accordingly CoC was formed on 30.07.2019. In the last meeting of CoC, Mr. Mohit Kumar Gupta, IRP / RP agreed to reduce his fee to Rs. 4,00,000/- per month.

It was also informed to the Committee that the Hon'ble NCLT issued the directions to CoC to consider the fee and expenses of IRP vide its order dated 20.09.2019 announced in the Court Room.

It was also informed to the Committee that the Fee of ex IRP / RP upto 20.09.2019 i.e. date of passing of the order by Hon'ble NCLT for replacement of the Resolution Professional is Rs. 13,00,000/- (i.e. fee for 3 months and 8 days).

It was also informed to the Committee that as per the order of Hon'ble NCLT passed on 27.05.2019 (received on 13.06.2019) ex-IRP / RP has received Rs. 2,00,000/- from the Applicant which would be adjusted from the fees and other expenses incurred by him.

It was discussed in the meeting and following resolution was placed before the meeting for voting which was approved by the CoC::

"RESOLVED THAT pursuant to Regulation 33 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, of Insolvency and Bankruptcy Code, 2016 and in accordance with rules and regulations made there under, payment of remuneration of Rs. 13,00,000/- (Rupees Thirteen Laes only) plus applicable taxes, to the Interim Resolution Professional / Resolution Professional for a period from 13.06.2019 to 20.09.2019, of his remuneration be and is hereby ratified and approved."

Further Resolved That the fee to be paid to the above said professionals be payable as per the provisions of IBC and / or payable as follows:-

- a. From the current balance in the existing bank account of the Corporate Debtor.
- b. To be paid by the Resolution Applicant.
- c. Money received from the sale of Assets of the Corporate Debtor.

Further Resolved That the necessary instruction be issued to the bank for release of the amount standing in the credit of Corporate Debtor."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

Particulars	No. of Votes	Voting %	Result (Item No.3)	
Votes Cast in favour	466	97.90%	Resolution Approved	
Votes Cast against	7	1.47%		
Votes Abstained.	3	0.63%		
Total	476	100.00%		

### Agenda Item No. 4

To approve the draft EOI to be published as per the provisions of Insolvency and Bankruptcy Code, 2016 and Rules made thereunder.

The Chairman informed the Committee that as per the provisions of the Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, Expression of Interest (EoI) was to be published in Newspapers. Accordingly, the Chairman placed before the meeting a draft of EoI for its approval.

It was discussed in the meeting and following resolution was placed before the meeting for voting which was approved by the CoC:: "RESOLVED THAT, pursuant to provisions of Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, the draft of Expression of Interest as placed before the meeting of CoC be and is hereby approved.

FURTHER RESOLVED THAT Resolution Professional of Intellicity Business Park Private Limited be and is hereby authorised to take such steps which are necessary for the publication of Expression of Interest."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

Particulars	No. of Votes	Voting %	Result (Item No.4)	
Votes Cast in favour	472	99.16%	Resolution	
Votes Cast against	3	0.63%	Approved	
Votes Abstained.	1	0.21%		
Total	476	100.00%		

### Agenda Item No. 5

To approve the appointment of Auditor for the Transactions Audit under the Insolvency & Bankruptcy Code, 2016 and Rules and Regulations made there-under.

The Chairman informed the Committee that as per the provisions of the Code and Rules and Regulations made thereunder, the approval of the Committee

of Creditors was required for the appointment of Auditor for the audit of transactions under sections 43,45,49,50 and 66 of the Code. Accordingly, the IRP / RP invited the quote for the transactions audit. Quotations received from all Chartered Accountants, were not IBA approved. The quote given by Mr. Vaibhav Gupta was the lowest.

Accordingly, the appointment of Mr. Vaibhav Gupta is proposed as the Auditor for the Transactions Audit under the provisions of IBC.

Therefore, the following Resolution was required to be passed for approval of appointment of Auditor for the transactions audit under the provisions of IBC:

It was discussed in the meeting and following resolution was placed before the meeting for voting which was approved by the CoC::

"RESOLVED THAT the consent of the meeting be and is hereby accorded for the appointment of Mr. Vaibhav Gupta, Chartered Accountant for the transactions audit under the provisions of Insolvency & Bankruptcy Code, 2016 and Rules and Regulations made thereunder.

FURTHER RESOLVED THAT the fee of Rs. 4,00,000/- (Rupees Four Lacs Only) including all applicable taxes and out of pocket expenses to be payable to Mr. Vaibhav Gupta, Chartered Accountant be and is hereby approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

Particulars	No. of Votes	Voting %	Result (Item No.5)
Votes Cast in favour	472	99.16%	Resolution
Votes Cast against	2	0.42%	Approved
Votes Abstained.	2	0.42%	
Total	476	100.00%	

#### Agenda Item No. 6

### To discuss and approve the Evaluation Matrix and Eligibility Criteria for the prospective Resolution Applicants

The Chairman informed the Committee that as per provisions of the Code and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Evaluation Matrix and eligibility criteria are to be approved by the CoC. The prospective Resolution Applicant and Resolution Plans will be consider in view of the Eligibility Criteria and Evaluation Matrix approved by the CoC. The Chairman also placed the draft terms and conditions of the Eligibility Criteria and Evaluation Matrix before the Committee for its approval.

It was discussed in the meeting and following resolution werewas placed before the meeting for voting which was approved by the CoC::

"RESOLVED THAT, pursuant to provisions of Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and other applicable provisions, if any, the draft of Eligibility Criteria and valuation Matrix, as placed before the meeting of CoC be and is hereby approved."

Mr. Vivek Raheja, Authorized Representative of the Financial Creditors in the class (Home Buyers) noted the same and took the vote of Financial Creditors in the class (Home Buyers) as per the provision of IBC and Rules and Regulations made there under from 27.09.2019 at 04.00 P.M. to 28.09.2019 at 04.00 P.M.

The voting result is as under-

No. of Votes	Voting %	Result (Item No.6)	
475	99.79%	Resolution	
0	0	Approved	
1	0.21%		
476	100.00%		
	475 0 1	475 99.79% 0 0 1 0.21%	

### Other Matters / Discussions

 Mr. Vivek Raheja informed the Committee that he had received emails from the association of Buyers requesting to provide the minutes of meeting in Hindi. They are also requesting to consider the claims of the Home Buyers on the basis of Credit Notes issued by the ex-management of the Corporate Debtor.

The CoC was informed that such claims were required to be verified from the books of accounts maintained by the Corporate Debtor, which were not provided till then. As such without proper verification, it was not possible to include/accept such claims.

 Mr. Vivek Raheja, Authorised Representative informed the Committee that he had also received emails from the other association of Buyers asking about the EoI and Evaluation Matrix and the procedures of appointment of Forensic Auditor. The Chairman informed the CoC that such request of the home buyers would be considered.

 Mr. Vivek Raheja also placed the email received by him from the association of Buyers requesting to modify the resolutions to be passed in the meeting. They have also mentioned certain points of consideration in EoI and Evaluation Matrix.

The Chairman informed the Committee that as per the request of the association of Buyers, the resolutions have already been modified. The Chairman also informed that the points mentioned by the association regarding EoI and Evaluation Matrix has been considered.

- 4. Mr. Manoj Kumar, Mr. Vikash Bhagat and Mr. Kamal Aggarwal placed before the Committee, the proposal under Section 12 A of the IBC for the withdrawal of CIRP Process, the same also had the signature of Mr. Sanjay Kumar, member of the suspended BoD, who was absent in the meeting. It was advised to the members of suspended BoD of the Corporate Debtor that application in this regard should come from the applicant with complete proposal so as to put up the same before the CoC for getting requisite approval.
- 5. Mr. Anil Ram Sutar, Member of the suspended BoD informed the Committee that he had provided the following documents vide mail dated 28.6.2018 to the earlier IRP Mr Mohit Gupta which were in his possession:
  - a. Copies of the Share Transfer Certificate of Ascot Projects Private Limited duly transferred in favour of the Corporate Debtor

- Copy of the agreement dated 17.08.2017 entered between the Corporate Debtor and Ascot Projects Private Limited.
- c. Copy of the Petition Copy Filed under Section 241 of the Companies Act, 2013 before Hon'ble NCLT being Company Petition 217 of 2017.
- d. List of Buyer Agreement consisting of 4500 pages in Pendrive.
- Report of Mr. O P Goyal, Chartered Accountant, appointed by the Board of the Corporate Debtor for the audit of accounts.

Mr. Mohit Kumar Gupta, Ex-IRP /RP handed over the above documents to the Resolution Professional.

- 6. Mr. Mohit Kumar Gupta, Ex-IRP/RP informed the meeting that he has handed over the charge and / or documents / records related to the CIRP of M/s Intellicity Business Park Private Limited, Corporate Debtor to new Resolution Professional, Mr. Sarvesh Kashyap, the Resolution Professional confirmed the receipt of the documents/records subject to verification of the same. However the physical possession of the project site was yet to be handed over to the Resolution Professional.
- 7. The New Resolution Professional requested the Ex-IRP /RP to assist him in the case of CIRP of the Corporate Debtor, as he was familiar with the case for last more than three months. The Ex-IRP / RP assured that the Resolution Professional would get the co-operation from him, whenever he needs the same.

There being no other business to be conducted, the meeting concluded with vote of thanks.

SARVESH KASHYAP

CHAIRMAN OF THE MEETING

Date: 29th September, 2019

Place: New Delhi



This is to certify that E-voting event for Intellicity Business Park Private Limited conducted on Claim-Bridge platform from 27 Sep to 28 of September conducted fairly over a secured platform.

**Resolution 1:** To ratify and approve the fees and appointment of Advocates & Professionals:

Yes 70.66 No 0.92 Abstain 0.06

In Numbers Yes 467 No 8 Abstain 1

Resolution 2: To ratify and approved the amount payable to M/s Claim Bridge provider of E-Voting Platform

Yes 69.85 No 1.49 Abstain 0.3

In numbers Yes 469 No 5 Abstain 2

**Resolution 3:** To ratify and approved the remuneration of the Interim Resolution Professional/ Resolution Professional (IRP) from the date of commencement of CIRP i.e., 13.06.2019 to 20.09.2019.

Yes 70.21 No 1.18 Abstain 0.25

In Numbers Yes 466 No 7 Abstain 3

Resolution 4: To approve the draft EoI to be published as per the provisions of Insolvency and Bankruptcy Code, 2016 and Rules made there-under

Yes 70.38 No 1.12 Abstain 0.14

In number Yes 472 No 3 Abstain 1

**Resolution 5**: To approve the appointment of Auditor for the Transactions Audit under the Insolvency & Bankruptcy Code, 2016 and Rules and Regulations made there-under.

Yes 71.39 No 0.07 Abstain 0.18

In numbers Yes 472 No 2 Abstain 2



**Resolution 6:** To discuss and approve the Evaluation Matrix and Eligibility Criteria for the prospective Resolution Applicants

Yes 71.59 Abstain 0.05

In numbers Yes 475 No 1

We have also sent you a detailed excel report generated by our system over email.



# INTELLICITY BUSINESS PARK PRIVATE LIMITED LIST OF CREDITORS AS ON 13.10.2019

#### Note:

- 1) Amount Claimed includes the amount claimed by the customer by using Forms B & CA and includes Principal, Interest, Assured Return and any other claims which were quantified.
- 2) Principal includes the amount actually paid by the customers to Corporate Debtor.
- 3) Interest As per the regulation 16A(7) of the IBBI CIRP Regulations, the interest has been computed @8% per annum for home buyers unless a higher rate of interest has been agreed to between the parties.

	Claim			Total Amount	Total Caim	<u>Voting</u>
S.No.	No.	<u>Name</u>	<u>Unit No.</u>	Claimed	Admitted	Share(%)
		FINANCIAL CRED	DITORS IN A C	LASS (HOME BUYE		
1	C/FC/01	IMRAN ALI AND IRFAN ALI	A-1618	21,03,632.00	13,21,838.63	0.08
2	C/FC/02	bhaskar bibhuti	OS/B/1427	16,12,694.60	17,11,429.32	0.10
3	C/FC/03	ANJU RANI SHARMA	OS/B/817	11,75,840.00	11,14,243.81	0.06
4		SATISH GANDHI AND GAURAV	TDL 1004	20.77.200.00	20 55 607 50	
4	C/FC/04	KUMAR GANDHI	TPL-1094	29,77,380.00	28,55,607.58	0.17
5	C/FC/05	PANKAJ KUMAR	OS/B/1292	12,66,207.00	8,22,727.45	0.05
6	C/FC/06	NIRMAL KUMAR	OS/B/1817	5,87,734.00	5,71,294.49	0.03
7	C/FC/07	ONKAR SINGH AND RAJDEEP SINGH	B-854	36,98,693.00	31,69,589.91	0.18
8	C/FC/08	VIRENDER TIWARI AND SHUBHAM TIWARI	OS/A/1646	9,31,119.00	9,62,036.88	0.06
9	C/FC/09	IMRAN ALI AND IRFAN ALI	A-1617	16,82,905.00	10,56,991.17	0.06
10	C/FC/10	MAMTA DUO	SA-217	31,54,274.00	16,48,822.82	0.10
11	C/FC/11	AJAY BHARADWAJ	SA-316	21,13,943.00	20,94,209.08	0.12
12	C/FC/12	SANDEEP ARORA	OSA/A/203	36,41,017.00	21,71,342.59	0.13
13	C/FC/13	VINOD KUMAR GUPTA AND KRISHNA GUPTA	KS-012	14,15,860.00	13,79,031.57	0.08
14	C/FC/14	SHANTI JHA AND SHAMBHU NATH JHA	B-739	16,25,083.00	16,42,847.54	0.09
15	C/FC/15	HARI OM MANGAL (HUF)	OSA/A/206 OSA/A/207	17,27,618.00	5,96,339.73	0.03
16	C/FC/16	RAJKUMARI TRIPATHI	OS/A/518	15,05,483.00	15,65,165.56	0.09
17	C/FC/17	GURSHARAN DASS DHINGRA AND SANJEEV DHINGRA	OS/B/1746	13,27,853.00	7,67,332.35	0.04
18	C/FC/18	FUNEX INFRA PRIVATE LIMITED	TP/BS-002	1,86,33,050.00	1,81,49,391.76	1.05
19	C/FC/19	PAVAN KUMAR MITTAL SHWETA MITTAL	A-307	42,41,726.00	25,77,891.91	0.15
20	C/FC/20	R.P. MAURYA & SONS(HUF)	OSA/A/1018	28,44,163.00	16,71,769.16	0.10
21	C/FC/21	NASIM AND JABERA KHATOON	SPINE-B/422	30,57,285.00	16,43,996.96	0.09
22	C/FC/22	MANJU	ATM SPACE NO.008	55,33,312.00	40,02,023.37	0.23
23	C/FC/23	PRIYANKA JAIN AND PANKAJ JAIN	ISO/D-124	15,91,942.00	14,14,833.61	0.08
24	C/FC/24	SUBHASH KUMAR SHARMA	O3/B/1156	21,32,070.00	12,13,913.24	0.07
25	C/FC/25	RUBY BANSAL AND GURUSHARAN RAI BANSAL	SA-515	23,53,891.00	24,89,933.34	0.14
26	C/FC/26	PRAVEEN KUMAR AND MOHINI SINGHARIA	RS/B-029	14,31,661.00	13,67,597.36	0.08
27	C/FC/27	AJAIB SINGH AND RAJESH KUMAR SINGH	RS/A-010	20,01,221.86	19,35,462.62	0.11
28	C/FC/28	VINITA SINGH AND BHOPAL SINGH	RS/A042	23,73,215.00	22,72,188.86	0.13
29	C/FC/29	MEENAKSHI MATHUR	OS/A/1084	8,41,435.00	5,42,331.54	0.03
30	C/FC/30	ATUL KUMAR GUPTA	OS/A/1131	11,71,541.00	7,70,542.35	0.04
31	C/FC/31	SMARTH RAMANI	0S/A/1056	5,42,849.00	5,38,331.90	0.03

32	C/FC/32	SAGIRAM AND YUSUF KHAN	TPL-067	67,96,651.00	43,21,678.11	0.25
33	C/FC/33	DAVESH KUMAR TIWARI AND DR. RENU TRIPATHI	TPL-1007	17,69,884.00	12,58,271.00	0.07
34	C/FC/34	RENU DUA	TFL-1092 TPL-50	50,96,413.00	20,38,485.60	0.12
35	C/FC/35	VYAS NARAYAN DUBEY AND ANJU DUBEY	OS/A/202	31,69,453.00	21,47,291.83	0.12
36	C/FC/36	RAJEEV KUMAR GOYAL	TFL-1181	41,49,367.00	23,22,772.47	0.12
37	C/FC/37	MEERA SINGH AND DHARMENDRA PRASAD SINGH	OS/A/1030	12,64,168.00	12,20,000.00	0.07
38	C/FC/38	NIRMAL ARORA AND SUMIT ARORA	OS/B/1242	12,52,793.00	14,63,637.72	0.08
39	C/FC/39	SUDHAKAR ARYA	TFL-1045	13,73,427.60	8,65,827.71	0.05
40	C/FC/40	RAJENDRA KUMAR PANDEY AND TARA PANDEY	OS/B/321	30,40,412.00	18,98,939.23	0.11
41	C/FC/41	SWARNDEEP SINGH	ATM-150	49,16,877.00	31,87,739.98	0.18
42	C/FC/42	SHALINI	OS/B/742	19,39,636.00	11,77,989.87	0.07
43	C/FC/43	SHALINI	OS/A/928	26,58,813.00	16,36,668.66	0.09
44	C/FC/44	SHALINI	OS/A/929	29,82,641.00	18,36,135.37	0.11
45	C/FC/45	TEJ VIR SINGH AND SADHNA TOMAR	TFL-1119	33,07,200.00	22,14,868.93	0.13
46	C/FC/46	MRS.ANJUM HUSAIN	B-753	34,55,624.00	34,89,481.22	0.20
47	C/FC/47	MR.DHARMBEER SINGH	1.OS/B/925 2.A-1217	20,96,746.27	21,10,271.21	0.12
48	C/FC/48	SARITA SAINI AND D.C SAINI	TPL-041	37,60,633.00	22,72,642.36	0.13
49	C/FC/49	SANDIP GAYEN	ATM-018	59,80,227.00	44,95,913.87	0.26
50	C/FC/50	DEVENDRA KUMAR AND RANJEETA	OS/B/1027	26,21,762.00	16,59,543.59	0.10
51	C/FC/51	NIHALSONS REAL ESTATE DEVELOPERS	C-03 VILLA	1,02,75,800.00	62,46,140.78	0.36
52	C/FC/52	SHUBHAM CHATURVEDI	TFL-1045	23,16,683.00	27,21,029.25	0.16
53	C/FC/53	POOJA SHARMA AND BHARAT SHARMA	B-755	45,60,293.00	19,13,965.92	0.11
54	C/FC/54	POONAM SHARMA	TPL-002	43,61,519.00	31,36,763.45	0.18
55	C/FC/55	SUMAN AHLAWAT AND ANIL RAJOURA	RS/B-042	24,49,669.00	19,96,221.25	0.12
56	C/FC/56	KIRAN MISRA	OS/B/329	31,67,644.00	20,81,145.95	0.12
57	C/FC/57	NEELAM JAIN	RS/B-032	19,31,695.00	18,62,161.50	0.11
58	C/FC/58	ALOK KUMAR	SPINE-A-024	56,17,381.00	14,89,234.89	0.09
59	C/FC/59	ALOK KUMAR	RS/A-025	57,51,854.00	15,74,299.29	0.09
60	C/FC/60	ANKIT BAIJAL	B-933	19,90,150.00	12,14,164.62	0.07
61	C/FC/61	ANKIT BAIJAL	B-934	17,50,145.00	10,66,386.04	0.06
62	C/FC/62	YOGESH SHARMA AND SANJEEV KUMAR	RS/B-006	18,51,683.00	15,26,421.64	0.09
63	C/FC/63	VIRENDER MEHRA	RS/B-044	59,82,142.00	33,34,917.20	0.19
64	C/FC/64	ANKUR GUHA	SPINE-B 040	14,13,861.00	14,00,945.15	0.08
65	C/FC/65	MANISH MITTAL AND PREETI MITTAL	OS/A/1431	15,87,955.00	10,02,865.96	0.06
66	C/FC/66	PAWAN KUMAR	TFL-1028	19,60,452.00	12,19,696.63	0.07
67	C/FC/67	ROOP MOHAN NAUTIYAL AND BRIJESH KUMAR	B-1634	10,11,888.00	18,39,693.51	0.11
68	C/FC/68	AMITA WADHWA	TPL-001	70,52,283.00	39,29,795.22	0.23
69	C/FC/69	SUNITA KHANNA	TFL-040	1,45,10,236.00	81,90,806.14	0.47
70	C/FC/70	SATISH KUMAR JAIN	SPINE A-1011	15,93,342.00	12,28,497.45	0.07
		SANDEEP KUMAR AND				-

70	C/FC/72	Incorran Barri	AT\$4.00	20.55.560.00	20 40 024 20	0.22
72	C/FC/72	POONAM RANI	ATM-03	38,55,560.00	39,18,034.39	0.23
73	C/FC/73	MANVIR SINGH	TFL-1050	25,06,789.00	24,67,592.08	0.14
74	C/FC/74	LAKHMI CHAND AND VIJAY KUMAR	RS/A-053	43,68,653.00	33,59,120.88	0.19
		SUDHIR KUMAR BHAADWAJ AND				
75	C/FC/75	KAMLESH BHARADWAJ	OS/A/524	29,83,384.00	18,58,661.64	
						0.11
		SUDHIR KUMAR BHAADWAJ AND	l			
76	C/FC/76	KAMLESH BHARADWAJ	OS/A/627	25,84,002.00	15,59,467.51	
						0.09
77	C/FC/77	NAMITA DHAR AND	TPL-1039	31,05,970.00	35,49,585.19	
	<u> </u>	VIMAL DHAR				0.21
78	C/FC/78	SANDEEP GROVER	TPL-1098	33,44,139.00	19,61,683.94	0.11
79	C/FC/79	SURENDRA SINGH	OS/A/225	7,76,305.00	7,48,576.25	0.04
80	C/FC/80	LAKSHMI GUPTA AND	TPS-002	31,81,090.00	27,67,258.85	
		ASHOK KUMAR GUPTA				0.16
81	C/FC/81	BISHAMBER NATH GANDHI	TPL-026	25,88,962.00	16,54,531.78	0.10
82	C/FC/82	NIDHI SINGH AND	SPINE-B-RS-28	14,36,563.00	13,61,654.87	
		TEJVIR SINGH		, ,	, ,	0.08
83	C/FC/83	AVINAV KAUSHIK AND	RS/B-009	25,13,243.00	19,85,996.25	
		R.K. KAUSHIK				0.11
84	C/FC/84	VEENA RAINA	B-004	26,07,234.00	22,10,950.93	0.13
85	C/FC/85	ARUN KUMAR AND	OS/A/1077	5,72,486.00	5,63,796.71	
	-, -,	MRS.ANITA		., ,	-,,	0.03
86	C/FC/86	HIMANI RASTOGI AND	KS-015	25,76,394.00	16,47,012.05	
	-, -,	RITESH RASTOGI		-, -,	-, ,-	0.10
87	C/FC/87	AMITA AGARWAL AND	OS/B/1703	8,52,323.00	5,31,537.27	
		MONISHA AGRAWAL				0.03
88	C/FC/88	ANKIT KUMAR GUPTA	SA-601	20,44,772.00	17,75,513.02	0.10
89	C/FC/89	ASHA MATHUR	OS/A/1256	8,27,326.00	5,53,886.20	0.03
90	C/FC/90	SAVITA KHERA AND	TFL 1035	40,32,899.00	38,50,188.36	
		PRADEEP KUMAR KHERA				0.22
91	C/FC/91	ANIL RASTOGI	TFL-1018	27,20,409.00	2,90,381.74	0.02
92	C/FC/92	PANNA LAL KUMHAR AND	RS/B-025	8,91,104.00	8,89,157.28	
		SUNITA KUMAHR		, ,	, ,	0.05
93	C/FC/93	NIRMAL ARORA AND	B-1242	12,52,793.00	14,63,637.72	
		SUMIT ARORA		. ,	, ,	0.08
		RAMAN KUMAR MALHOTRA AND				
94	C/FC/94	SHOBHA MALHOTRA	A-316,SPINE-A	17,24,510.00	22,44,416.49	
						0.13
			CL-133 ,SPINE-			
95	C/FC/95	SHIPRA GUPTA	Α	13,34,240.00	11,84,380.67	
			1ST FLOOR			0.07
96	C/FC/96	MAHIMA VERMA AND	RS/B-023	20,63,417.00	15,67,331.92	
		MANOJ KUMAR VERMA		. ,	, ,	0.09
97	C/FC/97	SONIA VERMA AND	SPINE-A-1833	21,57,513.00	13,34,210.99	
		PRAVEEN AGGARWAL				0.08
98	C/FC/98	USHA VERMA	SPINE-A-320	29,27,727.00	16,47,924.06	0.10
99	C/FC/99	KASHIF ALI AND	TFL 1091	23,74,035.00	22,01,994.96	
		NAZIA MATEEN		, ,		0.13
100	C/FC/100	N DEVARAJAN	OS/A/1746	8,48,971.00	8,41,914.74	0.05
101	C/FC/101	REKHA AGGARWAL	TPL-046	43,63,496.00	29,22,940.06	0.17
	·	SUNIL KUMAR GORA AND				
102	C/FC/102	PRASHANT ARORA AND	A-2111	31,11,154.00	21,86,501.41	<u>.</u>
400	0/20/10	PRAVEEN SHARMA	TEI 4400	27 22 22 22	46.27.22	0.13
103	C/FC/103		TFL-1130	27,05,960.00	16,97,228.50	0.10
104	C/FC/104		TFL-1126	27,05,959.00	16,96,399.07	0.10
105	C/FC/105	RAJENDRA RAWAT AND	OS/A/1809	10,59,736.50	6,57,359.22	_
		PARWATI DEVI		. ,		0.04
106	C/FC/106	AMITA AGARWAL AND	OS/B/1708	17,41,110.00	10,81,613.79	
		PRABODH KUMAR AGARWAL	1	, ,	, ,	0.06

		SANJAY KUMAR LALCHANDANI				
107	C/FC/107	AND PUJA LALCHADANI	RS/A-011	36,62,999.00	20,85,343.62	0.12
108	C/FC/108	RADHA TYAGI	TFL-1004	34,22,251.00	20,24,280.84	0.12
109	C/FC/109	VISHAVJIT SINGH AND MOHAN SINGH	TPL-044	50,19,831.00	46,73,264.93	0.27
110	C/FC/110	RAVI KAKKAR	OS/B/1019	17,44,098.00	10,65,427.58	0.06
111	C/FC/111	BISHAMBER NATH GANDHI	TPL-031	27,11,396.00	17,35,885.60	0.10
112	C/FC/112	CHANCHAL PATEL	RS/B-014	21,77,059.00	15,08,829.67	0.09
113	C/FC/113	SUNIL DUTT SHARMA AND NEELAM SHARMA	TFL-1161	32,81,726.00	31,76,272.78	0.18
114	C/FC/114	LAKSHMI GUPTA AND ASHOK KUMAR GUPTA	TPS-017	39,69,550.00	24,65,184.91	0.14
115	C/FC/115	ADITI MALVIYA	TPL-004	51,30,545.00	29,51,356.29	0.17
116	C/FC/116	ADITI MALVIYA	TPL-005	58,03,914.00	36,76,616.93	0.21
117	C/FC/117	SUBHASH KUMAR SHARMA	OS/B/1156	21,32,070.00	12,57,092.88	0.07
118	C/FC/118	MEERA SINGH AND DHARMENDRA PRASAD SINGH	TPL-1092	12,64,168.00	8,28,055.89	0.05
119	C/FC/119	BISHAMBER NATH GANDHI	TPL-030	25,88,962.00	16,54,531.78	0.10
120	C/FC/120	SHANTA SHARMA (W/O LATE JAI PRAKASH SHARMA	TPL-1040	51,54,619.00	29,75,932.44	0.17
121	C/FC/121	ANKIT DIXIT AND TRIPTI DIXIT	TPL-1090	27,22,630.00	26,11,714.67	0.15
122	C/FC/122	RASHMI PRIYADARSHINI AND VINAY KUMAR	SPACE NO. 1727 SPINE-A	11,47,827.00	9,50,457.06	0.05
123	C/FC/123	VIKRANT KUMAR	RS/B-015	22,85,290.00	15,11,325.43	0.09
124	C/FC/124	AJAY BHARADWAJ	SA-316	32,78,251.00	20,94,209.08	0.12
125	C/FC/125	MRS.PARAMJIT KAUR AND MR.AMRJIT SINGH	TFL-1095	35,90,188.00	19,52,385.54	0.11
126	C/FC/126	CHANDRA PRAKASH JAIN AND REKHA JAIN AND AKSHAYA JAIN	TFL-1166	24,21,809.00	23,31,674.01	0.13
127	C/FC/127	SHABANA KHAN	TFL-1124	20,16,330.00	14,78,288.90	0.09
128	C/FC/128	SHANTI JHA AND SHAMBHU NATH JHA	SPINE-B/OS 739	20,94,435.00	17,30,563.21	0.10
129	C/FC/129	ASHIM KAR AND KUSUM LATA KAR	SPINE RS/A- 034	13,22,749.00	12,80,932.29	0.07
130	C/FC/130	MOHD DANISH	RS/B-018	21,93,526.00	14,91,622.33	0.09
131	C/FC/131	MRS. SHRUTI SHRIVASTAVA	TFL-1201	25,68,041.00	16,43,141.91	0.09
132	C/FC/132	MOHAN SINGH AND HARVINDER KAUR	ATM-005	40,73,310.00	40,98,135.94	0.24
133	C/FC/133	RAM SWAROOP GHOSH AND DEEPAK GHOSH	OS/B-816	19,41,055.00	11,77,522.84	0.07
134	C/FC/134	BISHAMBER NATH GANDHI	TPL-027	27,20,082.00	17,38,781.01	0.10
135	C/FC/135	CHANDA KUMARI AND PRATAP RANJAN	TFL-1041	40,37,107.00	26,57,699.73	0.15
136	C/FC/136	VIDYA SGAR PANDEY	TFL-1151	20,02,265.54	18,96,864.64	0.11
137	C/FC/137	USHA TOMER	RS/B-20	20,56,351.30	9,37,379.00	0.05
138	C/FC/138	USHA TOMER	RS/B-34	21,08,609.55	9,37,379.00	0.05
139	C/FC/139	NISHIT PANDEY	RS/B-039A	22,97,944.00	17,40,669.67	0.10
140	C/FC/140	LAXMI DEVI	TPL-1084	20,60,669.00	14,65,000.00	0.08
141	C/FC/141	SANJEEV BHAGI AND ANJU BHAGI	TFL-069	58,71,000.00	35,46,312.97	0.20
142	C/FC/142	DEEPTI KUMAR GANGWAR	B-1006	19,54,871.00	12,27,421.87	0.07
143	C/FC/143	DINESH CHANDRA MISHRA AND KALA MISHRA	TPL-056	38,68,364.00	37,54,396.63	0.22
144	C/FC/144	KUSUM TANWAR AND COL KK TANWAR (RETD)	TFL-1039	69,45,095.00	44,90,557.15	0.26

				<u>.</u>		
145	C/FC/145	PRAMILA GUPTA AND MADHUSUDAN	TFL-1015	33,39,079.00	25,79,934.37	0.15
146	C/FC/146	PRIYANKA JAIN AND PANKAJ JAIN	IOS/D-124	15,91,942.00	16,22,398.58	0.09
147	C/FC/147	R.P. MAURYA &SONS(HUF)	OS/A-1018	28,44,163.00	17,36,235.58	0.10
148	C/FC/148	SHOBHA SAXENA,SIDDHARTH RAI,SHALINI RAI	B-24,BLOCK-B	48,50,000.00	61,48,706.85	0.36
149	C/FC/149	SWATI MAURYA	OS/B-324	18,68,649.00	18,55,556.77	0.11
150	C/FC/150	RAJINDER BAKSHI	TPL-035	25,47,006.00	24,69,719.09	0.14
151	C/FC/151	DHARM PAL SINGH & PRASHANT PAL SINGH	TFL-1052 & A- 410	49,62,337.00	50,49,452.59	0.29
152	C/FC/152	MADHURI KHILNANI	TPL-023A	24,40,954.00	22,10,910.96	0.13
153	C/FC/153	SUNITA	TFL/LGF-028	30,51,776.00	22,71,176.09	0.13
154	C/FC/154	RITESH CHOPRA & UPASANA CHOPRA	OS/A-1267	16,90,405.00	10,65,756.51	0.06
155	C/FC/155	SANDEEP KUMAR PANCHAL & VISHAL PANCHAL	TFL-1189	25,07,175.00	21,91,795.56	0.13
156	C/FC/156	NEELAM SINHA	RS/B-026	29,11,485.00	19,04,530.48	0.11
157	C/FC/157	PANKAJ KUMAR SINHA	OS/B-1047	12,83,235.00	8,39,641.52	0.05
158	C/FC/158	SUNIL DOBRIYA	TFL-1202	25,82,116.00	18,97,160.36	0.11
159	C/FC/159	SANJAY GUPTA	TPL-003	28,55,202.00	27,43,406.22	0.16
		MANJU AHUJA AND		·		
160	C/FC/160	RAVI BELLANI SADHNA TIWARI AND	TPL-1087	15,80,315.00	15,52,884.66	0.09
161	C/FC/161	AMIT KUMAR TIWARI	TFL-1114	34,33,788.48	18,77,692.58	0.11
162	C/FC/162	PARAS MITTAL	OS/A/1426	14,37,442.00	9,66,440.56	0.06
163	C/FC/163	HARIOM SHARMA	OS/A/1293	12,68,445.00	12,42,774.45	0.07
164	C/FC/164	DAU DAYAL SHARMA	OS/A/1292	12,68,445.00	12,38,091.03	0.07
165	C/FC/165	HEMA MANDALIYA	B-1737	4,37,628.00	4,47,276.71	0.03
166	C/FC/166	RUPESH PRASAD AND SUNITA JAISWAL	TFL-1142	26,44,060.00	21,49,907.09	0.12
167	C/FC/167	SWATI TIWARI AND ABHAY KUMAR TIWARI	TPL-1083	26,79,534.00	19,81,407.45	0.11
168	C/FC/168	BHASKAR BIBHUTI	OS/A-210	32,68,571.00	19,81,407.45	0.11
169	C/FC/169		TFL-1076	34,28,240.00	19,30,209.06	
170	C/FC/170	PIYUSH WILLIAM AND	TPL-082	38,89,336.00	21,19,897.11	0.11
171	C/FC/171	ASHISH SHARMA AND	OS/B/743	10,03,859.00	10,30,750.08	0.12
		ABHA MISHRA	SPINE B	10,03,033.00	, , ,	0.06
172	C/FC/172	AURNAKSH BHANDARI	RS/A-059	31,17,731.00	31,68,793.74	0.18
173	C/FC/173	DEEPIKA	TFL-1034	45,31,016.00	24,90,806.83	0.14
174	C/FC/174	RAJENDRA KUMAR KHARE AND NEERAJ KHARE AND ARCHIT RAJENDRA KHARE	OS/A/1091	5,20,261.00	5,10,327.79	0.03
175	C/FC/175	AJAY ARYA AND PANKAJ ARYA AND SMT.KAMLESH ARYA	OS/B/1032	29,43,612.00	16,00,021.27	0.09
176	C/FC/176	HARI SINGH	OS/B/201	55,07,448.00	34,29,697.44	0.20
177	C/FC/177	RAMANDEEP SINGH BHATIA	A-1724	6,18,450.00	8,68,829.74	0.05
178	C/FC/178	KSHETIJ AHUJA & MUSKAN AHUJA	TPL-023	30,84,413.00	28,58,531.18	0.17
179	C/FC/179	MS. AMEERA KHAN & MRS. TALAT KHAN	TPL-071	24,07,710.00	22,80,538.85	0.13
180	C/FC/180	SALAUDDIN & HUMA KHAN	TPL-009	58,60,422.00	33,88,754.29	0.20
181	C/FC/181	ANSHUL MALHOTRA & KAPIL VAIDYA	TPL-038	21,70,163.00	20,54,100.62	0.12
182	C/FC/182	VIPIN KUMAR & VAIBHAV KUMAR	TFL-1070	28,97,438.00	18,21,712.78	

183	C/FC/183	MANYA SINGHAL & SAPNA MITTAL	TPL-054	21,44,287.00	21,17,682.09	0.12
184	C/FC/184	SUNIL RANA & DEEPA RANA	OS-1033	10,25,229.00	10,73,964.82	0.06
185	C/FC/185	MANOJ KUMAR GOSWAMI & RASHMI GOSWAMI	OSB-1025A	5,18,297.00	5,31,437.73	0.03
186	C/FC/186	SURAJ GUPTA	TFL-1003	45,86,474.00	27,01,202.25	0.16
187	C/FC/187	SANDEEP ARORA	OSA/A-203	36,41,017.00	21,71,342.59	0.13
188	C/FC/188	RAVINDER DHALL & ISHA DHALL	OS/A/1190	5,12,331.00	4,99,626.63	0.03
189	C/FC/189	RAVITA SAINI	RS/B-002	13,33,861.00	10,74,001.04	0.06
190	C/FC/190	ASHOK KUMAR MAHESHSWARI	OS/B/231	31,96,580.00	21,79,550.25	0.13
191	C/FC/191	MANOJ SRIVASTAVA & SHWETA SRIVASTAVA	A-1733	22,89,407.00	14,80,427.21	0.09
192	C/FC/192	RESHU VERMA & PRATIK PANKAJ	RS/B-47A	24,52,830.00	15,58,570.94	0.09
193	C/FC/193	RAJAT CHANDELA & RAKESH KUMAR	TFL-1074	30,02,283.00	19,54,178.81	0.11
194	C/FC/194	ANURADHA NITANT	OS/A/431	28,52,911.00	17,93,327.40	0.10
195	C/FC/195	YVR LIFESCIENCES	OS/A-1102	31,87,738.00	30,17,268.06	
			OS/A-1103		, ,	0.17
196	C/FC/196	SUNIL KUMAR VERMA	OS/A-1619	19,18,785.00	11,69,724.49	0.07
197	C/FC/197	MUKUL SHARMA & BABITA SHARMA	OS/B-1729	7,36,674.00	7,05,045.26	0.04
198	C/FC/198	ARCHANA SINGH	TFL-1068	16,89,010.00	18,43,133.97	0.11
199	C/FC/199	ARCHANA SINGH	OS/B/1706	19,74,275.00	34,86,646.53	0.20
200	C/FC/200	SANJEETA SINGH	RSB-053	31,78,882.00	20,36,118.07	0.12
201	C/FC/201	DABINDER SINGH & SUDHA RANI	TPL-1104	22,68,818.00	22,65,737.85	0.13
202	C/FC/202	MUKESH TARANI & HEMLATA TARANI	TPL-070	31,17,275.00	20,13,301.16	0.12
203	C/FC/203	MANISH KUMAR CHAUDHARY	TPL-111A	49,80,361.00	47,74,704.12	0.28
204	C/FC/204	ANURAG TOMAR AND LAXMI DEVI	OS/A1125	19,91,566.70	19,35,509.71	0.11
205	C/FC/205	ROSY SONI	OS/A/222	29,63,781.00	19,84,737.39	0.11
206	<u> </u>	SANGEETA SHARMA	TFL-1105	34,79,065.00	22,66,342.23	0.13
207	C/FC/207	NISHI UJJWAL	AW/7(40)	4,58,764.00	3,81,276.13	0.02
208	C/FC/208	RAJIV KUMAR AND MEENU KUMAR	OS/A/1237	13,03,252.00	8,57,488.01	0.05
209	C/FC/209	RASHMI SINGH AND SUNIL KUMAR SINGH	TFL-1209	52,07,954.00	29,07,042.09	0.17
210	C/FC/210	ALKA SAXSENA	TFL-1110	22,57,791.00	20,02,632.97	0.12
211	C/FC/211	SHEELA DEVI	OS/A-1042	20,32,827.00	19,02,761.51	0.11
212	C/FC/212	BASANT JYOTI AND VEENA RANI	KS-008	6,94,008.00	6,99,634.20	0.04
213	C/FC/213	KANISHKA KUMAR SINGH AND BASANT JYOTI	KS-007	7,72,645.00	7,81,180.09	0.05
214	C/FC/214	HARIOM MANGAL (HUF)	OSA/A/206 OSA/A/207	17,27,618.00	5,96,427.40	0.03
215	C/FC/215	PIYUSH KUMAR SRIVASTAVA AND SMITA SRIVASTAVA	RS/A-20	20,87,079.00	20,12,629.39	0.12
216	C/FC/216	RAMESH CHANDRA AND JAI BHAGWAN SINGH	TPL-18	32,71,450.00	21,76,735.08	0.13
217	C/FC/217	RAMESH CHANDRA	TPL-40	15,06,750.00	15,15,213.05	0.09
218	C/FC/218	CHANDRA BHAN PRASAD AND PRATAP BHAN	TFL-1144	16,94,929.00	16,70,769.59	0.10
219	C/FC/219	T B SRIVASTAVA	C-731	19,36,034.00	11,92,456.67	0.07
220	C/FC/220	INDERJEET S/O SHRI HARKESH	ATM-016	62,97,331.00	46,77,653.16	0.27
221	C/FC/221	MEETA DHALL AND GAURAV DHALL	QS/B/1720	4,39,308.00	4,41,294.56	0.03
ı —		ANUJ SHARMA AND MEENU				

223	C/FC/223	RAJIV KUMAR AND MEENU KUMAR	OS/A/1238	14,36,440.00	9,42,442.97	0.05
224	C/FC/224	SHRUTI HAJELA AND AMIT SHANKAR SAXENA	TFL-1191	30,63,643.00	19,74,090.64	0.11
225	C/FC/225	KAPIL DEV SIKKA AND ANITA SIKKA	TFL-1197	34,89,800.00	22,34,691.51	0.13
226	C/FC/226	PRIYANKA CHATURVEDI AND ASHISH TRIPATHI	OS/A/516	20,37,359.00	20,90,179.08	0.12
227	C/FC/227	ROHIT GUPTA	RS/B045	41,30,760.00	25,70,648.76	0.15
228	C/FC/228	PRADEEP YADAV AND BHEEM YADAV	TPL-047	48,03,068.00	40,23,748.38	0.23
229	C/FC/229	MUKESH KUMAR AND KUMUD RANJAN	RS/B017	19,63,426.00	15,58,300.63	0.09
230	C/FC/230	POONAM SACHDEVA (SISTER OF HANISH )	OS/A/1801	6,68,557.00	6,99,592.80	0.04
231	C/FC/231	HANISH AND INDER RAJ SACHDEVA	OS/A/1295	11,14,352.00	10,81,573.00	0.06
232	C/FC/232	POONAM SACHDEVA AND HANISH	OS/A/1078	5,47,938.00	5,40,939.86	0.03
233	C/FC/233	SHAILENDRA KUMAR AND SANGEETA SHAILENDRA KUMAR ROY	TFL-024,TFL- 036, TPL-020,TPL- 019	1,26,17,256.00	67,24,820.44	0.39
234	C/FC/234	SHASHI MADAN AND SATYENDRA KUMAR MADAN	ATM-0025	52,76,409.00	47,80,953.79	0.28
235	C/FC/235	GEETA AHUJA AND REEMA AHUJA	A-618 A-617	24,66,557.00	25,87,299.41	0.15
236	C/FC/236	MANOJ GOYAL AND SANJAY GOYAL	SA-505	20,46,081.00	12,07,089.80	0.07
237	C/FC/237	JITENDRA SINGH CHAUDHARY	A-750	14,39,024.00	14,18,809.75	0.08
238	C/FC/238	MADAN LAL AND AMIT KUMAR	B-233	20,67,347.00	13,49,322.17	0.08
239	C/FC/239	NARESH KUMAR AND VIJAY LAXMI	TPS-024	28,00,780.00	23,96,854.75	0.14
240	C/FC/240	LEELAWATI GUPTA AND PARASHURAM PRASAD GUPTA	TFL-1048	19,73,889.00	18,80,524.04	0.11
241	C/FC/241	RAJEEV KUMAR	TPL-1004	1,03,10,804.90	39,40,121.77	0.23
242	C/FC/242	CHANDER MOHAN AND ANJNA BACHU	TPL-1073	31,40,659.00	17,93,751.04	0.10
243	C/FC/243	RENU VERMA	RS/A-018	14,86,970.00	14,08,821.37	0.08
244	C/FC/244	KUSUM LATA RATHOR AND DIGVIJAY SINGH	A-530	19,43,065.00	19,49,691.72	0.11
245	C/FC/245	GYANENDRA VERMA AND SUMITA LATA	TPL-1059A	39,08,121.00	22,66,645.42	0.13
246	C/FC/246	USHA GULATI	SA-509	16,41,876.00	15,66,005.05	0.09
247	C/FC/247	OMKAR SINGH	RS/A - 054A	16,31,476.00	14,18,405.00	0.08
248	C/FC/248	FAHIM KHAN SAIFI AND SHAKEELA BEGUM	TPS-018	29,26,400.00	30,02,095.22	0.17
249	C/FC/249	MANJEET SINGH	OS/A/204	37,11,884.00	10,68,032.69	0.06
250	C/FC/250	SANJAY KUMAR	TFL-1044A	12,69,819.00	12,12,122.24	0.07
251	C/FC/251	ANEEL KUMAR	A-1846	7,07,126.00	9,54,645.76	0.06
252	C/FC/252	RADHEY SHYAM GUPTA AND YOGESH KUMAR GUPTA	TPL-114	36,91,687.00	29,64,421.06	0.17
253	C/FC/253	AKANSHA SINGHAL	OS/A/1234	16,90,509.00	10,40,545.00	0.06
254	C/FC/254	AKANSHA AGGARWAL	TPL-087	30,98,977.95	23,51,233.57	0.14
255	C/FC/255	MUNAVVER JAFRI AND QAMAR HASNAIN JAFRI	OS/A/1289	5,58,917.00	4,34,380.37	0.03
256	C/FC/256	TARUN KUMAR MATHUR AND ASHOK KUMAR SHARMA	TPL-057	48,64,792.00	32,61,666.20	0.19
		RASHI ARORA AND KAMAL				

258	C/FC/258	HARISH ARORA	OS/B/1826	13,39,328.00	8,41,387.98	0.05
259	C/FC/259	POORNIMA BHARDWAJ AND PRIYANKA BHARDWAJ	TPL-043	49,62,702.00	41,79,672.22	0.24
260	C/FC/260	RAJ LAXMI SINGH	TFL-1170	33,59,453.00	26,01,502.62	0.15
261	C/FC/261	SANJAY KUMAR JAIN	TFL-043	29,72,000.00	29,16,389.48	0.17
262	C/FC/262	MAHESH KUMAR	TPL-1097	20,19,853.00	19,91,632.35	0.12
263	C/FC/263	BHAWNA GUPTRISHI	TPL-1095	16,46,636.00	16,27,233.07	0.09
264	C/FC/264	JYOTI KUMARI	RSY/B-012A	28,18,550.00	17,07,359.15	0.10
265	C/FC/265	AVINASH CHANDRA SHARMA AND CHANDRAKALA SHARMA	TFL-1195	20,44,497.00	26,15,492.07	0.15
266	C/FC/266	JD ASSOSIATES	OS/OCCI/633	25,14,241.00	16,07,350.84	0.09
267	C/FC/267	MOHIT RAMPAL	B/1824	13,39,328.00	8,43,595.56	0.05
268	C/FC/268	MUNAVVER JAFRI AND QAMAR HASNAIN JAFRI	OS/A/1290	5,58,917.00	4,33,825.11	0.03
269	C/FC/269	POONAM SURI	A-1740	8,87,424.00	9,87,192.66	0.06
		A.RAGHUNATH AND SHEELA				
270	C/FC/270	RAGHUNATH PINKI RANI AND ASHUTOSH	TPL-097	31,52,078.00	6,63,785.75	0.04
271	C/FC/271	SHARMA	OS/B-1128	16,22,138.00	16,56,635.30	0.10
272	C/FC/272	RAJ SINGH PANCHAL, PRADEEP PANCHAL AND VINAY KUMAR	TFL-1008	41,42,021.00	23,55,119.48	0.14
273	C/FC/273	RAJESH SINGH AND KALPANA SINGH	TFL-1174	34,40,980.00	18,47,130.41	0.11
274	C/FC/274	SANJAY KUMAR AGGARWAL	TFL 1073	18,26,440.00	9,74,338.74	0.06
275	C/FC/275	SUSHANT DASH AND SUNITA DASH	C-301	19,83,029.00	12,43,542.38	0.07
276	C/FC/276	SURENDRA SINGH AND SUSHMA CHAUDHARY	TFL-1102	35,13,009.00	22,42,451.12	0.13
277	C/FC/277	SUSHMA KALRA	TFL-1163	22,67,601.00	21,12,594.58	0.12
278	C/FC/278	RAJH KUMAR DIIWEADI AND POONAM DIWEDI	B-38	1,60,67,082.00	80,54,231.67	0.47
279	C/FC/279	MRS RESHAM & MR RAMVEER SINGH	TPL-093	91,49,700.00	57,95,769.86	0.33
280	C/FC/280	RAVINDER KUMAR TYAGI AND ANUJ TYAGI	TFL-025	35,91,433.00	34,65,686.35	0.20
281	C/FC/281	RENU RANI	TPL-1089	34,43,125.00	22,12,870.13	0.13
282	C/FC/282	VIJAY KUMAR MAURYA AND SANDHYA SINGH	TPL-1036	34,60,643.00	28,07,675.84	0.16
283	C/FC/283	VIKASH KUMAR JHA	RS/B-030	13,40,000.00	17,11,129.75	0.10
284	C/FC/284	VIJAY LAKSHMI SHARMA AND SHIV KUMAR SHARMA	TFL-1168	44,68,474.00	29,04,189.47	0.17
285	C/FC/285	SHALINI RASTOGI	TFL-1096	23,21,853.00	22,12,826.02	0.13
286	C/FC/286	ADITYA SAHAY AND RUPAM SAHAY	QS/B/1701	9,22,545.00	9,02,414.45	0.05
287	C/FC/287	PUNIT KUMAR RANA AND KRISHAN PAL	SPINE B-234	17,79,920.00	10,74,499.85	0.06
288	C/FC/288	MRS.MADHU GOEL AND MR.AKSHAYA KUMAR AND MR.ABHAYA KUMAR GOEL	TPL-059	48,22,448.00	43,08,839.12	0.25
289	C/FC/289	MR.SANJIV KUMAR GUPTA AND SHALINI GUPTA	SPINE-B-740	14,43,047.00	14,80,151.64	0.09
290	C/FC/290	NIDHI SINGHAL AND RICHIT KUMAR	TPL-008	46,01,385.00	34,62,064.68	0.20
291	C/FC/291	SUNITA SINGH	SPINE A-1739	7,49,039.00	9,81,902.40	0.06
292	C/FC/292	PARASHURAM PRASAD GUPTA AND LEELAWATI GUPTA	OS/A/765	8,04,912.00	7,63,264.60	0.04

293	C/FC/293	RAMAUTAR KUSHWAHA	TFL-1180,1ST FLOOR	32,95,266.00	26,83,517.63	0.16
294	C/FC/294	MUKESH KUMAR PRASAD	SPINE B-416	32,81,163.00	7,83,825.95	0.05
295	C/FC/295	CHANDRA PRABHA KUSHWAHA AND SUKESH KUMAR	OS/A/1094	5,42,852.00	5,38,641.41	0.03
296	C/FC/296	DHARMESH KUMAR SINGH	RS/B-035	19,90,367.00	17,49,207.12	0.10
297	C/FC/297	PAVAN KUMAR MITTAL AND SHWETA MITTAL	A-305	42,41,726.00	25,77,891.91	0.15
298	C/FC/298	PAVAN KUMAR MITTAL AND SHWETA MITTAL	A-306	42,41,726.00	25,77,891.91	0.15
299	C/FC/299	BHARAT AND AJAY GULATI	TPL-1076	28,13,200.00	20,00,000.00	0.12
300	C/FC/300	BIPIN KUMAR GUPTA	OS/B/1045	14,90,029.00	3,18,220.33	0.02
301	C/FC/301	ZOOHAR ABBAS KAZMI	TPL-106	33,06,790.00	31,11,784.09	0.18
302	C/FC/302	HARI PRAKASH GUPTA	OS/B/205	19,76,284.00	20,27,122.44	0.12
303	C/FC/303	DARSHANA SINHA AND RAMENDRA BAHADUR SINHA	TPL-1018	11,62,269.00	7,84,191.67	0.05
304	C/FC/304	VIVEK KUMAR SINGH AND NETRA PAL SINGH	OS/OCCI/204	11,36,887.00	11,41,275.14	0.07
305	C/FC/305	ASHWANI DWIVEDI AND VAIBHAV MISHRA	SA-319	14,64,982.00	10,48,944.02	0.06
306	C/FC/306	SARITA SHARMA AND RAKESH KUMAR SHARMA	B-518	16,87,920.00	12,00,000.00	0.07
307	C/FC/307	KESHAV DEV	TLP-1002	49,11,214.00	45,42,595.68	0.26
308	C/FC/308	TEJ SINGH	AW/7(1)	4,72,026.00	4,44,119.77	0.03
309	C/FC/309	VINOD KUMAR AND VEENA RANI	KS-017	14,18,367.00	9,01,388.81	0.05
310	C/FC/310	RAKESH RANJAN SINGH AND SUSHMA SINGH	RS/B-006A	22,76,782.00	17,15,536.61	0.10
311	C/FC/311	SATYA PRAKASH GUPTA AND RAHUL GAHLOT	OS/B/421	18,67,209.00	18,98,303.61	0.11
312	C/FC/312	RATNESH KUMAR TIWARI AND DEVI RAM	OS/B/1748	6,36,092.00	6,45,690.08	0.04
313	C/FC/313	SANDEEP SINGH	OS/B/510	37,13,893.00	21,60,413.01	0.12
314		GAJENDRA PRASAD	TPL-1062	14,61,848.00	14,43,995.52	0.08
315	C/FC/315	AKHILESH KUMAR SHISHODIA AND ZAVITRY	TFL-1182	47,26,554.00	28,20,550.34	0.16
316	C/FC/316	PARASHURAM PRASAD GUPTA & LEELAWATI GUPTA	OS/A/766	8,03,912.00	7,63,264.60	0.04
317	C/FC/317	MRS. ANEETA JAIN AND MR. SK JAIN AND MR. ROHIT JAIN	RS/B-055	18,77,795.00	15,06,558.15	0.09
318	C/FC/318	JYOTI KUMARI	TPL-077	41,53,813.00	24,41,662.26	0.14
319	C/FC/319	SWARNDEEP SINGH	ATM0066(TFL	60,63,333.00	38,99,359.45	0.23
320	C/FC/320	UDAY SINGH	OS/B/1744	8,25,218.00	8,29,066.24	0.05
321	C/FC/321	SANJAY VERMA AND ARCHANA VERMA	ATM-014(TFL)	48,59,727.00	42,66,700.04	0.25
322	C/FC/322	SUNITA MANGLA	RS/B-021	26,30,296.00	17,14,610.68	0.10
323	C/FC/323	CHANDA SINGH AND VIJAY KUMAR SINGH	TPL1074	23,09,579.00	21,83,032.98	0.13
324	C/FC/324	TARUN BAGADIA AND PRIYANKA BAGADIA	TFL- 047(AURUM)	36,80,553.00	48,38,634.40	0.28
325	C/FC/325	AMANJEET SINGH AND DAMANJEET KAUR SETHI	TFL-1042	31,26,160.00	26,22,467.05	0.15
326	C/FC/326	MINU KUMARI SRIVASTAVA AND NISHANT RAJAN SRIVASTAVA	TPL-048	45,83,698.00	37,21,860.06	0.22
327	C/FC/327	SUDHIR PRASAD AND ROHIT KUMAR	TPL-049	45,83,698.00	37,17,493.75	0.21
328	C/FC/328	ARUN MITTAL	OS/A/1047	9,35,805.00	6,91,632.91	0.04
329	C/FC/329	ARUN MITTAL	A-043	56,52,800.00	21,24,597.09	0.12

330	C/FC/330	ARUN MITTAL	A-001	53,97,786.00	19,67,224.46	0.11
331	C/FC/331	SONIKA	KT01(FOOD COURT)	77,94,599.00	29,24,595.33	0.17
332	C/FC/332	PANKAJ KUMAR GARG	OS/A/1031	12,59,183.00	8,34,035.93	0.05
333	C/FC/333	KANIKA SINGH AND ROHIT SINGHAL	RS/A-044	16,47,017.00	13,76,596.35	0.08
334	C/FC/334	SUNDARAM SRIVASTAVA	TPL-1065	38,38,362.00	26,44,223.67	0.15
335	C/FC/335	NEERAJ SRIVASTAVA	SA-508	21,47,703.00	8,61,029.66	0.05
336	C/FC/336	KANCHAN SAXENA	SA-514	21,65,847.00	16,17,496.04	0.09
337	C/FC/337	SAURABH CHUGH	B-1847	8,74,852.00	8,58,782.67	0.05
338	C/FC/338	SUMESHJEET SINGH KUKREJA	B-1846	8,53,341.00	6,06,669.00	0.04
339	C/FC/339	SANGEETA SHARMA AND ANIL SHARMA	TFL-1122	18,98,014.00	24,37,205.98	0.14
340	C/FC/340	MANJU BHAGIA AND DEVENDER KUMAR	RS/B-48	25,52,903.00	16,42,724.35	0.09
341	C/FC/341	KHUSHBOO MATHUR AND POOJA MAHESHWARI AND VAISHALI VERMA	TPL-1019	29,62,662.00	17,62,662.00	0.10
342	C/FC/342	ANOOP SINGH MANHAS	SA-209	21,29,934.00	20,63,061.27	0.12
343	C/FC/343	GEETA MATHUR	B-223	32,29,537.00	18,49,715.46	0.11
344	C/FC/344	VANDANA VARMA AND SANJAY KRISHNA AND RAM VERMA	RS/A-21	38,63,788.00	16,12,264.13	0.09
345	C/FC/345	HIMANSHU GUPTA AND CHHAVI GUPTA	RS/B-046	42,82,818.00	17,07,463.13	0.10
346	C/FC/346	ISHA GUPTA	OS/A/1155	15,32,586.00	10,14,497.03	0.06
347	C/FC/347	RAKESH KUMAR AND SWETA JHA AND JAI PRAKASH JHA	OS/B/1224	12,60,755.00	8,06,918.36	0.05
348	C/FC/348	ANANT KUMAR CHOWDHARY AND AMRITA ANSHU	OS/A/426	4,47,640.00	4,48,431.23	0.03
349	C/FC/349	SHASHI BALA SHARMA AND GANESH DUTT SHARMA	TFL-1081	52,59,281.00	33,40,271.86	0.19
350	C/FC/350	SHASHI BALA SHARMA AND GANESH DUTT SHARMA	TFL-1082	51,35,795.00	32,63,112.86	0.19
351	C/FC/351	SHANTI DEVI AND AJEET KUMAR SINGH	OS/A/1449	5,47,718.00	5,38,649.22	0.03
352	C/FC/352	SHASHI DUA	OS/B/1434	14,37,581.00	11,77,076.34	0.07
353	C/FC/353	RAM AUTAR SINGH TYAGI	AW/7(37)	7,57,847.00	7,83,734.86	0.05
354	C/FC/354	VIKRAM MENON AND APARAJITA CHATTERJEE MENON	B-1127	14,70,373.00	17,65,409.01	0.10
355	C/FC/355	MRS. USHA MITTAL	C-6 BLOCK C	71,57,247.00	62,85,073.97	0.36
356	C/FC/356	MRS.A HAIDER AND MRS. ANSAR FATIMA	RS/B-012	21,80,204.00	17,02,744.58	0.10
357	C/FC/357	DARAMVIR SINGH	TPL-039	26,54,096.00	17,03,796.24	0.10
358	C/FC/358	SATYA ARORA AND SOMNATH	TFL-1059	49,40,501.00	37,25,014.02	0.22
359	C/FC/359	ASHISH JOSHI	TPL-1038	24,11,999.00	24,17,409.97	0.14
360	C/FC/360	DEVENDER GAUR AND MATLOOB	RS/A-046	19,23,758.00	6,63,515.00	0.04
361	C/FC/361	ASRAR AHMED AND INTAKHAB ALAM SALMANI	TFL-1125	12,06,453.00	12,68,087.79	0.07
362	C/FC/362	SYED RAZI NAQI RIZVI	B-051	26,56,327.00	21,91,168.88	0.13
363	C/FC/363	FAISAL ISLAM MOHAMED AND MOHD SHAMAIL	A-52	69,55,516.00	42,45,754.49	0.25
364	C/FC/364	SH. JAGAN NATH AND MAYANK BHUVNESH	IOS34/301	52,14,760.00	21,26,136.14	0.12
365	C/FC/365	RAKESH KUMAR AND RAJ BALA	OS/B-305	40,89,042.00	25,49,898.65	0.15

	1	T				
366	C/FC/366	ANANT KUMAR CHOWDHARY AND MANOJIT BARMAN	OS/A-401	24,16,730.00	25,88,627.49	0.15
367	C/FC/367	RAJIV KUMAR CHAUDHARY AND CHANDA CHAUDHARY	TFL-1175	18,17,067.00	23,96,772.27	0.14
368	C/FC/368	BHAWNA AND PRABODH SHANKER	TPL-022	36,37,949.00	32,55,973.60	0.19
369	C/FC/369	RASHI RAYU	RS/A-014	26,13,141.00	17,23,389.29	0.10
370	C/FC/370	RAMESH KUMAR BHATIA AND VARUN BHATIA	TFL-1183	46,26,421.00	33,82,785.87	0.20
371	C/FC/371	RAKESH KUMAR AND RAJ BALA	OS/B-301	50,30,363.00	31,38,114.90	0.18
372	C/FC/372	DEEPTI MAHESHWARI	TPL-1075	37,14,741.00	22,15,548.90	0.13
373	C/FC/373	BHARAT CH PRASAD	OS/B/1248	15,11,645.00	9,91,200.27	0.06
374	C/FC/374	SHOBHA RAJJANLAL DWIVEDI AND ASHUTOSH RAJJANLAL DWIVEDI	OS/B/1821	21,26,604.00	10,03,208.09	0.06
375	C/FC/375	NEELU SHUKLA AND RAJEEV SHUKLA	TFL-1107	31,11,004.00	25,50,987.28	0.15
376	C/FC/376	RINKU JHA	OS/A-228	6,41,590.00	6,34,557.54	0.04
377	C/FC/377	SAUMITRA GUNAKAR AND APARAJITA PANDEY	TPL-1059	18,41,788.00	12,96,418.60	0.07
378	C/FC/378		OS/A-1728	16,03,302.00	8,60,049.56	0.05
379	C/FC/379	MRS. MADHU THAPA	OS/A-425	7,38,729.00	7,39,213.39	0.04
380	C/FC/380	MANJEET SINGH	TFL-1133	14,20,085.00	14,22,377.09	0.08
381	C/FC/381	NASIM AND JABERA KHATOON	B-422	30,57,285.00	19,01,222.53	0.11
382	C/FC/382	NAKUL GUPTA	OS/B-1533	11,96,898.00	12,45,186.76	0.07
383	C/FC/383	SHRUTI GUPTA	A-618	7,57,032.00	9,16,392.92	0.05
384	C/FC/384	RAJENDRA SINGH PAL AND RUKMANI	OS/B-221	17,03,996.00	17,48,533.22	0.10
385	C/FC/385	MATLOOB AHMAD SALMANI	RS/A-023	5,23,600.00	4,23,550.68	0.02
386	C/FC/386	SOMNATH AND SATYA DEVI	TPL-1055	17,53,538.00	12,30,849.97	0.07
387	C/FC/387	MAHESH CHANDRA GUPTA AND VIVEK PORWAL	TFL-1158A	23,34,249.00	17,97,308.21	0.10
388	C/FC/388	NARENDRA KUMAR JAIN	OS/A/619	18,38,504.00	11,40,635.83	0.07
389	C/FC/389	ANANT KUMAR CHOWDHARY AND AMRITA ANSHU	TFL-016	22,16,629.00	22,81,859.83	0.13
390	C/FC/390	МЕНТАВ АНМАД	TPL-074	19,72,703.00	5,11,509.89	0.03
391	C/FC/391	DEEPAK ARORA AND PREETI ARORA	TFL-1187	31,59,422.00	20,86,776.38	0.12
392	C/FC/392	ASHOK KUMAR CHAUDHARY AND RENU CHAUDHARY	A-402	18,01,000.00	25,77,384.88	0.15
393	C/FC/393	BHAWNA CHAUDHARY AND SUNIL CHAUDHARY	A-432	14,10,432.00	9,97,704.02	0.06
394	C/FC/394	PAWAN KUMAR PALIWAL AND NITISH KUMAR PALIWAL	TFL-1064	27,41,512.00	17,96,037.54	0.10
395	C/FC/395	VINAY SHARMA	TFL/LGF-0032	11,53,412.00	6,49,213.15	0.04
396	C/FC/396	LAYAK SINGH AND INDU RANI	RS/B-027	18,76,723.00	14,83,489.60	0.09
397	C/FC/397	PARVEEN SHUKLA	TFL-1108	33,76,845.00	23,37,137.62	0.14
398	C/FC/398	GAURAV SETHI	A501-502(TPL- 91)	22,77,861.00	19,42,799.28	0.11
399	C/FC/399	GAGAN TRIPATHI	TPL-1044	77,66,436.00	44,45,054.03	0.26
400	C/FC/400	NEETU TRIPATHI	TPL-1045	68,89,997.00	36,89,460.97	0.21
401	C/FC/401	MR. MOHAN PANDIT	TFL (LGF-052)	9,14,290.00	7,49,189.04	0.04
402	C/FC/402	ASHUTOSH AND C.S. GUSAIN	TFL-1149	36,25,585.00	23,87,618.76	0.14
403	C/FC/403	MOHD ARIF AND MOHD TUFAIL AHMED	OS/B/220	14,78,591.00	17,60,252.76	0.10
404	C/FC/404	PRABHJOT SINGH BHATTI	TFL-1154	34,45,655.00	25,18,827.67	0.15
		MUKESH KUMAR SINGH AND	+ +	, ,	, ,	

406	C/FC/406	BINDU CHATURVEDI	TPL-098	35,36,360.00	34,65,278.61	0.20
407	C/FC/407	ANANT KUMAR CHOWDHARY AND AMRITA ANSHU	TFL-1192	24,54,077.00	33,06,183.55	0.19
408	C/FC/408	AMIT SINGH AND SUMIT SINGH	B-310	23,66,014.00	24,32,300.23	0.14
409	C/FC/409	PREMA	B-229	19,84,410.00	11,02,998.76	0.06
410	C/FC/410	RAKHEE VERMA AND VINAY VERMA	OS/OCCI/332	64,76,356.00	35,20,432.67	0.20
411	C/FC/411	NIDHI SRIVASTAVA	TFL-1029	52,11,296.00	10,26,412.40	0.06
412	C/FC/412	DIVYANSHU GUPTA	OS/B/801	13,28,803.00	2,03,705.64	0.01
413	C/FC/413	VISHNU PANDEY AND LOKESH PANDEY	KS-009A	13,07,935.00	13,30,245.87	0.08
414	C/FC/414	RAMESH CHAND YADAV	OS/A/1219	18,52,868.00	11,46,533.42	0.07
415	C/FC/415	MOHD FAHEEM	TFL-1101	18,69,085.00	18,15,973.83	0.10
416	C/FC/416	MOHD FAHEEM	TFL-1098	22,02,704.00	21,13,907.27	0.12
417	C/FC/417	RAVINDRA KUMAR TIWARI AND PRAGATI TIWARI	RS/A-039	15,44,755.00	9,14,632.21	0.05
418	C/FC/418	DEEPTI JAIN	TFL1134	25,07,191.00	22,22,777.81	0.13
419	C/FC/419	SHAUBEER AND AMIT KUMAR	TPL-1029	41,37,315.00	31,48,487.62	0.18
420	C/FC/420	LOKESH PANDEY	B-226	6,27,266.00	6,43,071.97	0.10
421	C/FC/421	VIRENDER SINGH	TPL-1060	29,73,381.00	18,10,164.38	0.10
422	C/FC/422	KULDEEP SINGH GUSAIN	TPL-1058	28,77,091.00	23,00,681.14	0.13
423	C/FC/423	REENA RAO AND ANIRUDHA SEN GUPTA	TFL-1024	25,25,306.00	17,68,529.37	0.10
424	C/FC/424	REENA RAO AND ANIRUDHA SEN GUPTA	OS/A/1629	13,25,296.00	8,44,640.61	0.05
425	C/FC/425	REENA RAO AND ANIRUDHA SEN GUPTA	OS/A/1716	8,08,943.00	5,10,399.60	0.03
426	C/FC/426	MUKESH KUMAR SHARMA AND TARUN SHARMA	IOS/D-125	2,14,840.00	1,58,535.56	0.01
427	C/FC/427	SATISH KUMAR	TFL-1169	19,60,330.00	17,55,956.44	0.10
428	C/FC/428	SUDEEP SARAN KHANNA	OS/B/1256	9,52,548.00	11,62,132.75	0.07
429	C/FC/429	SANJAY SABHARWAL AND GORIYA SABHARWAL	TPL-1102	24,27,445.00	16,62,185.38	0.10
430	C/FC/430	MEENU CHAUHAN AND VIKASH CHAUHAN	TPL-072	39,02,472.00	24,27,137.59	0.14
431	C/FC/431	MUKESH KUMAR SHARMA AND RAJAT SHARMA	TPL-1068	19,66,478.00	20,65,961.65	0.12
432	C/FC/432	MUKESH KUMAR SHARMA AND RAJAT SHARMA	TPL-1067	19,66,478.00	20,69,734.26	0.12
433	C/FC/433	NEERAJ VERMA	OS/A/1695	10,14,247.00	9,80,327.76	0.06
434	C/FC/434	SANDHYA SINGH AND SATISH KUMAR	TFL-1173	21,32,752.00	18,67,336.24	0.11
435	C/FC/435	RAJESH KUMAR AND SATISH KUMAR	TPL-1053	20,60,549.00	17,87,933.15	0.10
436	C/FC/436	KALPANA GOSWAMI AND SACHIN GIRI	OS/A/1749	6,48,858.00	6,22,823.33	0.04
437	C/FC/437	POONAM	TPL-1064	11,11,007.00	11,12,166.12	0.06
438	C/FC/438	SUBHRA UPADHYAY AND MANOJ KUMAR	B-1525	19,11,079.00	18,37,332.10	0.11
439	C/FC/439	KANCHAN CHARAN AND SHRAWAN KUMAR SINHA	TFL-1046	16,76,878.00	16,52,758.01	0.10
440	C/FC/440	SURESH KUMAR SAW	TPL-034	25,47,006.00	24,45,759.09	0.14
441	C/FC/441	RAVINDER SINGH S/O RAMSAGAR MAURYA	IOS/D- 126/121	10,17,828.00	11,09,864.10	0.06
442	C/FC/442	VIKASH KUMAR	TFL-1116	18,28,836.00	17,98,200.17	0.10
443	C/FC/443	HARDAYAL SINGH KALRA	TFL-1117	18,79,592.00	18,50,988.06	0.11
444	C/FC/444	MANJU GUPTA	RS/A-039A	18,17,049.00	12,44,487.98	0.07
445	C/FC/445	UMA KHANDELWAL	B-215	22,58,161.00	23,44,941.53	0.14
446	C/FC/446	MEENAKSHI GOEL	TPL-033	30,25,050.00	23,49,745.21	0.14
447	C/FC/447	AMIT AWASTHI	TFL-1090	36,74,902.00	15,80,799.22	0.09
448	C/FC/448	AMIT AWASTHI	OS/B/805	19,48,669.00	11,79,954.32	0.07

449	C/FC/449	VIKRAM SINGH MALIK	TFL-1093	35,65,486.00	29,66,418.63	0.17
450	C/FC/450	RAJAT CHARAN	TFL-1047	20,03,953.00	23,71,975.51	0.17
451	C/FC/451	UMA SHANKAR GUPTA	TPL-1021	22,45,060.00	21,26,171.61	0.12
452	C/FC/452	DR. MANJULATA HANDOO AND DR. SANJEEV KUMAR HANDOO	KS-022	10,95,178.00	10,93,499.11	0.06
453	C/FC/453	REWATI RAWAT	SPINE A-1005	18,82,030.00	8,49,745.22	0.05
454	C/FC/454	TULI RANA AND NARENDRA SINGH RANA	OS/B/333	11,73,817.00	6,80,380.09	0.04
455	C/FC/455	BABITA AGARWAL AND SHALABH AGARWAL	SPNE A RS/A-019	25,67,516.00	21,02,543.46	0.12
456	C/FC/456	ANITA VERMA	B-36	1,47,36,696.00	1,05,77,521.45	0.61
457	C/FC/457	ANITA VERMA AND SHUBHENDU VERMA	RS/A-003	31,02,205.00	20,43,068.77	0.12
458	C/FC/458	KAMLA PAL AND PREM SINGH PAL	OS/B/1534	9,25,968.00	9,65,632.42	0.06
459	C/FC/459	MAHINDER SINGH AND RAMA BISHT	SPINE A-217	18,70,018.00	11,32,246.01	0.07
460	C/FC/460	RAM PRAKASH SINGH	OS/B/738	3,14,313.00	4,53,058.51	0.03
461	C/FC/461	DEEPANJALI KUMAR	TFL-1115	17,85,106.00	11,98,000.00	0.07
462	C/FC/462	PANKAJ JAIN AND AMAN JAIN	TFL-074	29,30,002.00	29,32,885.40	0.17
463	C/FC/463	KAMLESH VATI AND SHRI JAI PAL SINGH	OCCI/C-523	33,42,636.00	20,52,913.42	0.12
464	C/FC/464	VISHAL SHARMA AND HIMANSHU SHARMA	TFL-051	61,89,044.00	62,12,568.32	0.36
465	C/FC/465	JAGVIR SINGH ROHILA AND MOHIT KUMAR ROHILA	TFL-1155	45,54,138.00	39,01,278.86	0.23
466	C/FC/466	RICHA JAISWAL AND SUDHEER JAISWAL	OS/A/1693 OS/A/1694	9,94,134.00	9,19,508.45	0.05
467	C/FC/467	HATIM ANSARI	OS/A/1223	19,76,794.00	16,64,097.80	0.10
468	C/FC/468	KUSHAGRA BAGHEL	OS/A/1665 OS/A/1666	9,94,134.00	9,57,078.85	0.06
469	<del></del>	SUSHMA MAYANK MISHRA	A-604	36,06,849.00	22,21,274.04	0.13
470	C/FC/470	MAYANK KUMAR MISHRA	A-603	36,06,849.00	22,21,802.77	0.13
471	C/FC/471	SMITA SAXENA AND SAURABH SAXENA	TFL-1160	59,04,831.00	32,55,751.23	0.19
472	C/FC/472	RAJENDRAKUMAR PANDEY AND TARA PANDEY	SPINE OS/B/321	30,40,412.00	18,98,939.23	0.11
473	C/FC/473	HITESH KUMAR AND DEEPANSHU	RS/B-001	34,98,907.00	33,30,034.17	0.19
474	C/FC/474	NAGINA SINGH	OS/B/1255	11,10,801.00	10,51,635.50	0.06
475	C/FC/475	SACHIN VERMA AND DEEPTI VERMA	OS/B/1844	19,46,224.40	12,11,891.28	0.07
476	C/FC/476	SANJEEV GIDWANI	RS-A-056	28,08,788.00	17,88,045.07	0.10
477	C/FC/477	ALOK DEO SINGH AND ARVIND DEO SINGH	A-1751	12,76,960.00	13,36,176.20	0.08
478	C/FC/478	SUSHIL KUMAR MAHESHWARI	OS/B/232	21,91,657.86	22,55,065.82	0.13
479	C/FC/479	REETESH SINGH	SPINE A-1704	6,01,500.80	6,72,882.93	0.04
480	C/FC/480	RAJANI KAPOOR AND ASHOK KAPOOR	OS/A-304	26,49,204.44	18,56,499.51	0.11
481	C/FC/481	SAYED MOHAMMAD SHAFI	OS/B/1048	11,78,649.00	6,82,102.88	0.04
482	C/FC/482	SANTOSH TIWARI AND NEETU TIWARI	OS/A/1664	10,64,131.00	10,27,773.15	0.06
483	C/FC/483	ANKITA SINGH AND MADHURI SINGH	OS/B/1716	3,80,091.00	7,05,574.71	0.04
484	C/FC/484	SUNDARI DEVI AND KRISHAN PAL SAINI	TFL-1080	20,44,140.00	23,32,503.95	0.13

485	C/FC/485	NAINA SINGH AND AYUSH MALIK	OS/A/614	35,33,527.00	22,98,162.34	0.13
486	C/FC/486	NAINA SINGH AND AYUSH MALIK	OS/A/615	35,33,527.00	22,98,162.34	0.13
487	C/FC/487	DEVKI NANDAN MEHTA	RS/A-051	29,39,296.00	22,81,123.77	0.13
488	C/FC/488	SANJIB KUMAR SINHA	OS/A-329	27,60,640.00	15,86,520.61	0.09
489	C/FC/489	MANOJ KUMAR	A-330	25,85,183.00	12,01,264.66	0.07
490	C/FC/490	PREETI DEVI AND KRISHAN KUMAR	A-1709	21,03,093.00	17,46,453.96	0.10
491	C/FC/491	SURENDER KUMAR MANCHANDA AND RENU MANCHANDA	TPL-1052	59,32,194.00	35,06,680.01	0.20
492	C/FC/492	PINKI	TFL-1023	27,09,072.00	14,60,285.53	0.08
493	C/FC/493	KIRAN SONI AND SUNIL KUMAR SONI	TFL-1061	26,74,147.00	25,35,343.69	0.15
494	C/FC/494	NARENDER KUMAR JAIN	RS/B-057	28,08,143.00	28,52,929.49	0.16
495	C/FC/495	SANJAY SHARMA	A-221	18,38,537.64	19,03,251.85	0.11
496	C/FC/496		OS/A-1109	39,92,014.00	33,25,224.58	0.19
497	C/FC/497	SUDHIR JADWANI AND ARPNA MITTAL	B-30	1,16,38,208.00	1,10,71,352.33	0.64
498	C/FC/498	SARITA SINGH AND DHANANJAY KUMAR SINGH	OS/B-1705	30,21,195.00	22,48,790.82	0.13
499	C/FC/499	RITU GUPTA	TFL-1089	11,17,900.36	11,17,900.36	0.06
500	C/FC/500	VASUDHA GOYAL	SA-501	13,51,000.00	17,54,253.04	0.10
501	C/FC/501	VIRENDER KUMAR GOYAL	SA-415	13,51,000.00	17,54,856.66	0.10
502	C/FC/502	SHYAM PRASAD SUMAN	SA-315	21,92,427.00	21,41,144.00	0.12
503	C/FC/503	PUNAM GOYAL AND SANJEEV KUMAR	A-10	43,25,295.00	44,06,484.93	0.25
504	C/FC/504	UPENDRA PRASAD AND SUSHMA PRASAD	B-1718	11,54,745.00	7,12,980.21	0.04
505	C/FC/505	PRIYANKA SHARMA	OS-1049	8,35,927.00	5,38,257.55	0.03
506	C/FC/506	NIRAJ KUMAR GUPTA AND REKHA GUPTA	B-1719	11,54,745.00	7,12,959.08	0.04
507	C/FC/507	MEETU MATHUR	OS/B-1091	7,42,495.00	4,80,435.09	0.03
508	C/FC/508	RAJDEEP GOYAL	SA-408,409	27,02,000.00	35,09,713.32	0.20
509	C/FC/509	SUNITA SACHDEVA AND LATE DALIP KUMAR SACHDEVA	SA-418	21,92,010.00	21,44,023.92	0.12
510	C/FC/510	SHUCHI SAREEN AND SHIV KUMAR SAREEN	SA-419	21,92,010.00	21,46,017.35	0.12
511	C/FC/511	VIKAS GUPTA AND VANDANA GUPTA	B-22	76,37,301.00	70,42,011.11	0.41
512	C/FC/512	VANDANA GUPTA	SA-307	5,81,229.00	7,24,468.44	0.04
513	C/FC/513	SANDEEP KUMAR UPADHYAYA	A-301	24,14,698.00	25,02,163.40	0.14
514	C/FC/514	HITESH KUMAR AND NEETI KUMAR	AW/7-206	19,01,873.00	18,09,287.60	0.10
515	C/FC/515	MUKTI NARAYAN SHARMA AND KURESH SHARMA	A-505	20,82,963.00	22,73,601.98	0.13
516	C/FC/516	ARUNABH SETHI AND ANUPAMA SETHI	OS/B/318	15,53,583.00	15,42,177.62	0.09
517	C/FC/517	VIJAY PAL SINGH AND VIPIN KUMAR SINGH	TFL-076	31,21,606.00	31,61,088.79	0.18
518	C/FC/518	RASHMI GUPTA	TPL-1047	39,34,649.00	35,32,225.85	0.20
519	C/FC/519	GAURAV ANAND	TFL/LGF-030	13,75,578.00	14,52,323.40	0.08
520	C/FC/520	RANJAN KUMAR	RS/B-008	20,74,648.00	14,76,066.95	0.09
521	C/FC/521	SAPNA GUPTA AND UTPAL GUPTA		29,37,594.00	33,23,970.73	0.19
					_	
522	C/FC/522	SUDESH KUMAR AND MUKESH KUMAR CHAUHAN	TPS-019	27,18,443.00	19,88,672.22	0.11
522 523			TPS-019 KS-027A	27,18,443.00 28,69,601.00	19,88,672.22 25,02,991.69	0.11
	C/FC/522	KUMAR CHAUHAN				

526	C/FC/526	VIRENDER KUMAR SETHI	B-218	15,09,821.00	15,33,618.08	0.09
527	C/FC/527	ARCHANA AND DR. PALLAWI SINHAQ	RS/B-058	25,43,222.00	15,87,389.92	0.09
528	C/FC/528	RAGHUBIR & RAJESHWARI	TFL-1124A	20,36,669.00	15,78,392.77	0.09
529	C/FC/529	HEMLATA SHARMA AND ASHOK KUMAR SHARMA	TPS-003	30,25,948.00	20,34,365.11	0.12
530	C/FC/530	MR. NITIN KUMAR SINGH	TFL-090	46,38,646.00	30,17,593.11	0.17
531	C/FC/531	MRS. RITA SINGH AND SARBA NAND SINGH	TFL-085	88,31,369.00	1,01,90,967.79	0.59
532	C/FC/532	BINOD KUMAR GUPTA AND MEERA DEVI	TFL-1172	27,70,394.00	25,68,839.18	0.15
533	C/FC/533	MILIKUMARI AND MEERA DEVI	TFL-1043	17,67,083.00	16,94,847.64	0.10
534	C/FC/534	VIKASH KUMAR AND MILIKUMARI	TFL-1026	20,88,160.00	18,51,595.11	0.11
535	C/FC/535	PRIYANKA GUPTA AND HIMAANSH GUPTA	B-15	1,43,77,820.00	1,27,17,303.48	0.73
536	C/FC/536	BHUPENDRA KUMAR	A-50	44,79,989.00	28,00,170.68	0.16
537	C/FC/537	PRADEEP KUMAR ARORA	RS/A-015	21,89,216.00	19,39,139.74	0.11
538	C/FC/538	SMT. BABITA AGARWAL	OS/B/325	9,00,781.00	6,62,101.66	0.04
539	C/FC/539	SHIVAM ARORA	KS-016	1,73,372.00	1,99,326.43	0.01
540	C/FC/540	KAUSHAL KISHORE PATHAK	TPL-096	29,84,092.00	26,71,569.98	0.15
541	C/FC/541	RAKHI BAGGA AND BHARATI PATHAK	TPL-060	27,44,187.00	27,65,601.12	0.16
542	C/FC/542	SUMAN BHALLA, SUDHIR KUMAR BHALLA	OS/A/767	14,81,160.00	7,05,217.54	0.04
543	C/FC/543	KAUSHAL KISHORE PATHAK	TPL-095	21,65,426.00	21,58,986.97	0.12
544	C/FC/544	AMIT GUPTA	B-31	9,23,794.00	7,49,534.25	0.04
545	C/FC/545	PAWAN SHARMA AND SEEMA SHARMA	A-1706	5,25,420.00	5,59,199.34	0.03
546	C/FC/546	SWASTIK FRAGRANCES	A-38	40,30,998.00	41,80,715.44	0.24
547	C/FC/547	PRAVEK KALP PRIVATE LIMITED	B-2	1,39,38,426.00	1,36,99,064.74	0.79
548	C/FC/548	ABHAY SINGH AND UMA SINGH	A-332	19,78,710.00	20,22,538.70	0.12
549	C/FC/549	MUKUL KHAJURIA	AW/7(34)	8,26,474.00	8,27,423.14	0.05
550	C/FC/550	MANJU BATRA AND RAJESH BATRA	IOS/A-108	10,59,364.00	12,94,576.63	0.07
551	C/FC/551	PRAGATI MATHUR	OS/B/1094	7,83,817.00	5,05,012.39	0.03
552	C/FC/552	TEJINDER SINGH NARULA	OS/A/525	11,82,531.00	7,22,171.02	0.04
553	C/FC/553	MANISH MITTAL	B-1832	6,32,216.00	8,38,912.50	0.05
554	C/FC/554	SONU SHARMA	TFL-1176	28,99,708.00	22,23,330.88	0.13
555	C/FC/555	AKHIL JAIN	OS/B/1702	23,80,043.00	16,96,890.22	0.10
556	C/FC/556	SANTOSH KUMARI AGGARWAL	OS/B/1262	9,59,751.00	9,03,929.11	0.05
557	C/FC/557	RAJESH BATRA	TPL-1051	40,72,252.00	34,33,341.72	0.20
558	C/FC/558	ANISH AGARWAL	B-402	36,74,489.00	23,00,015.59	0.13
559	C/FC/559	SWAROOP DAR	OS/A/503	73,37,975.00	39,77,095.89	0.23
560	C/FC/560	APS HANDICRAFT PRIVATE LTD.	A-226	5,06,517.00	5,25,096.20	0.03
561	C/FC/561	HOSHIYAR SINGH AND VASHWANATH M. HEGDE	OS/B/417	12,98,179.00	13,16,265.12	0.08
562	C/FC/562	PRAMOD KUMAR	TFL-1208	22,15,992.00	20,35,393.54	0.12
563	C/FC/563	AMIRAJ SHARMA AND AMITA SHARMA	SA-212	22,07,339.00	21,42,705.80	0.12
564	C/FC/564	AMIRAJ SHARMA AND AMITA SHARMA	SA-211	22,07,339.00	21,38,523.01	0.12
565	C/FC/565	NIRMAL KUMAR SAINI AND JANAK SAINI	TFL-080	54,32,197.00	33,18,933.83	0.19
		1				

567	C/FC/567	GEETA VARMA AND SANJEEV KUMAR	A-1848	4,76,687.00	6,67,254.84	0.04
568	C/FC/568	MOHD. MUSTKIM	OS/A/754	13,44,710.00	12,60,879.34	0.07
569	C/FC/569	ASHA SHARMA	B-35	63,76,517.00	66,60,744.51	0.38
570	C/FC/570	SEEMA PURI, RAKESH PURI	A-317	3,43,706.00	1,53,042.41	0.01
571	C/FC/571	HARENDRA KUMAR VARSHNEY	ATM-007	91,27,177.00	36,17,783.34	0.21
572	C/FC/572	SANTOSH NAGPAL AND DEEPIKA NAGPAL	OS/B/1721	4,71,062.00	6,60,966.64	0.04
573	C/FC/573	SURESH NAIR	A-326	5,06,376.00	5,21,781.12	0.03
574	C/FC/574	BHARAT BHUSHAN SAJJAN	RS/A-047	23,20,346.10	28,38,414.16	0.16
575	C/FC/575	BINOD KUMAR SING AND KUSUM SINGH	TPL-1015	48,07,539.00	77,94,127.76	0.45
576	C/FC/576	UPESH KUMAR GUPTA AND PRITI GUPTA	OS/A/740	11,80,135.00	13,15,160.97	0.08
577	C/FC/577	SMITA BHANDARI AND AMIT BHANDARI	ATM-026	34,90,478.00	33,26,726.74	0.19
578	C/FC/578	BHOLA NATH JHA AND RAKHEE JHA	TPS-009	16,78,555.00	14,41,308.79	0.08
579	C/FC/579	NEERJA SINGH	SA-301	27,82,553.00	11,39,322.56	0.07
580	C/FC/580	VIRENDRA SINGH	SA-302	27,82,553.00	11,39,322.56	0.07
581	C/FC/581	KOKA SATHI AND B K SETHU MADHAVAN	OS/B/211	39,62,096.00	17,60,437.94	0.10
582	C/FC/582	ANITA BAKSHI AND VEERENDER BAKSHI	OS/B/1830	9,52,323.00	9,34,715.24	0.05
583	C/FC/583	ABHISHEK RANJAN HIRDYA RANJAN KUMAR SINHA	OS/A/418	6,10,979.00	6,43,541.04	0.04
584	C/FC/584	ABHISHEK RANJAN HIRDYA RANJAN KUMAR SINHA	OS/A/616	8,41,001.00	8,56,893.34	0.05
585	C/FC/585	ANITA BHATAI AND RAMESH CHAND BHATIA	OS/B/1245	13,02,390.00	10,90,486.28	0.06
586	C/FC/586	OMESHWAR PRATAP SINGH	A-421	18,49,301.00	19,35,251.33	0.11
587	C/FC/587	NAVIN AND GURPREET KAUR	TFL-1164	27,71,257.00	18,33,982.02	0.11
588	C/FC/588	USHA JAIN	OS/A/1193	14,68,928.00	10,64,135.07	0.06
589	C/FC/589	ANIL MENGI AND RAJNI MENGI	OS/A/1282	19,72,368.00	7,90,745.69	0.05
590	C/FC/590	JAGMOHAN GOSWAMI	TFL-1086	21,09,900.00	19,61,909.59	0.11
591	C/FC/591	SEEMA KULSHESTHA	OS/OCCI/C- 319	13,02,116.00	13,45,334.05	0.08
592	C/FC/592	PRAVEEN KUMAR AND SUKHVIR SINGH	IOS/D-110	10,29,761.00	2,36,905.50	0.01
593	C/FC/593	MOHA KARIHOLU AND VEENA KANTROO	TPL-076	22,95,359.00	22,14,356.45	0.13
594	C/FC/594	SYED HASAN TAJ KAMAL AND ADNAN AARIZ	TFL-044	27,51,537.00	27,28,872.99	0.16
595	C/FC/595	SYED HASAN TAJ KAMAL AND ADNAN AARIZ	A-504	48,00,808.00	47,87,630.45	0.28
596	C/FC/596	KAILASH CHAND SHARMA	TFL-065A	32,69,905.00	16,43,416.96	0.09
597	C/FC/597	SEEMA GOEL	TFL-1135	35,83,126.00	26,00,835.77	0.15
598	C/FC/598	GURSHARAN DASS DHINGRA AND SANJEEV DHINGRA	OS/B/1712	12,02,028.00	11,33,408.98	0.07
599	C/FC/599	RAJESH KUMAR	TPL-088	41,83,103.00	26,91,407.86	0.16
600	C/FC/600	KUMARPAL	OS/B/1050	7,36,642.36	4,89,172.79	0.03
601	C/FC/601	ATUL VIJAYWARGI	OS/B/418	32,10,902.00	16,34,442.25	0.09
602	C/FC/602	AVDHESH KUMAR MANGE RAM	TPL-110	46,33,620.00	46,58,187.02	0.27
603	C/FC/603	PRADEEP GUPTA	TFL-065	25,16,343.00	25,00,412.12	0.14
604		PRADEEP GUPTA AND TARUN			55.00.000.65	
604	C/FC/604	GUPTA	C-1	58,18,981.00	55,93,298.65	0.32

606	C/FC/606	PRAFUL SHARMA	RS/A-028	15,22,363.18	15,19,395.82	0.09
607	C/FC/607	HARISH AGARWAL AND RAMESH CHAND AGARWAL	TP/BS-001	86,00,000.00	68,71,780.82	0.40
608	C/FC/608	AVINASH PACHORI	TPL-1070	29,86,360.00	26,08,997.22	0.15
609	C/FC/609	ROOP SINGH	B-522	18,82,976.00	19,43,910.95	0.11
610	C/FC/610	JAGVIR SINGH BAJWA AND SARITA BAJWA	KT-002	28,86,938.00	29,22,370.43	0.17
611	C/FC/611	ARFA AZAM AND GULREZ AZAM	TPL-102	62,03,959.00	37,37,700.41	0.22
612	C/FC/612	TANOJA SABNI	KS-018	10,95,166.00	10,91,055.18	0.06
613	C/FC/613	PRAN NATH RAINA AND SAROJ RAINA	KS-019	10,95,166.00	10,91,055.18	0.06
614	C/FC/614	SHARMILA GUPTA	TFL-1157	18,50,202.00	18,40,474.16	0.11
615	C/FC/615	KULBIR SINGH BHATIA MRS. BALJEET BHATIA	TPL-029	12,44,211.00	16,22,631.84	0.09
616	C/FC/616	RAKESH KUMAR	SA-507	11,94,093.00	11,37,384.13	0.07
617	C/FC/617	JAMAL AHMED SIDDIQUI AND SHAMIM AHMED FATIMA	TFL-078	25,99,706.00	25,80,703.72	0.15
618	C/FC/618	JAMAL AHMED SIDDIQUI AND SHAMIM AHMED FATIMA	B-1709	15,34,122.00	11,27,749.32	0.07
619	C/FC/619	JAMAL AHMED SIDDIQUI AND SHAMIM AHMED FATIMA	B-1710	15,34,122.00	13,84,772.20	0.08
620	C/FC/620	RENU SINGH	TFL-1212	26,81,781.00	25,04,600.12	0.14
621	C/FC/621	GOPI KRISHAN KAUL ANITA KAUL	KS-023	25,79,202.00	16,69,841.44	0.10
622	C/FC/622	VIKAS MADAN	RS/B-059	16,68,409.00	10,60,028.88	0.06
623	C/FC/623	DEEPALI GUPTA	OS/A/1052	9,41,496.00	6,07,630.63	0.04
624	C/FC/624	RAMESH SINGH AND MUKESH SINGH	TPL-1061	25,64,984.33	23,83,632.61	0.14
625	C/FC/625	VINAY BISHT AND SUBHASH CHANDER	OS/A/1239	10,72,067.00	10,41,060.24	0.06
626	C/FC/626	VIRENDER SINGH BHATI	TPL-1069	33,62,144.00	17,32,933.21	0.10
627	C/FC/627	SUNIL WADHWANI	SA-411	28,63,837.00	23,92,834.41	0.14
628	C/FC/628	NIKHILESH KUMAR SHARMA AND SEEMA SHARMA	OS/A/1134	11,64,548.00	11,85,430.52	0.07
629	C/FC/629	FARID HUSAIN KURESHI AND SHEEBA KURESHI	ATM-001	31,74,997.00	13,44,953.42	0.08
630	C/FC/630	BISWAJEET GUHA	TFL-1049	41,44,167.00	26,10,281.13	0.15
631	C/FC/631	RANJU KUMARI NIKHIL RANJAY	SA-402	1,03,43,213.36	13,97,052.48	0.08
632	C/FC/632	DIGVIJAY KUMAR	IOS/D-105	9,35,754.00	8,05,346.79	0.05
633	C/FC/633	RAVINDRAN NAIR	A-1019	11,37,540.00	11,92,674.75	0.07
634	C/FC/634	RAJSHREE NAIR	SA-304	10,23,452.00	10,10,196.87	0.06
635	C/FC/635	RAVINDRAN NAIR	AW/7/24	10,84,694.00	9,30,008.73	0.05
636	C/FC/636	INDU SHARMA BUDH RAM SHARMA	TPL-064	36,80,895.00	27,06,275.17	0.16
637	C/FC/637	MAN SINGH CHAUHAN, DHARAMVIR SINGH CHAUHAN AND RAI BHHADUR DAS MAHAVIR SINGH	A-1838 A-1845	17,76,094.00	24,21,448.76	0.14
638	C/FC/638	BISWAJEET GUHA	A-416	37,98,645.00	23,55,870.77	0.14
639	C/FC/639	RATNA MISHRA	OS/A/1248	5,37,767.00	5,26,214.17	0.03
640	C/FC/640	RADHA SINGHAL	A-796	19,20,244.08	18,71,237.26	0.11
641	C/FC/641	RAVI KUMAR	A-1703	5,41,141.00	5,66,442.41	0.03
642	C/FC/642	VIJAY KUMAR	A-1711	5,39,594.27	5,69,784.55	0.03
643	C/FC/643	RADHA SINGHAL	B-225	10,22,975.00	10,30,719.85	0.06
644	C/FC/644	NARESH SINGH AND POOJA SINGH	TFL-1138	26,36,526.00	24,48,831.69	0.14
645	C/FC/645	SHWETA PANDEY AND AMIT	A-55	55,38,470.00	44,03,217.26	0.25
645	C/1 C/043	PANDEY		l l		0.23

647	C/FC/647	USHA KIRAN CHUGH	A-18	1,05,00,000.00	80,01,698.63	0.46
648	C/FC/648	VIKAS RUSTAGI	SA-206	25,24,865.00	16,42,201.53	0.09
649	C/FC/649	ARUN KUMAR SINGH	TPL-1023	27,05,409.00	24,69,547.94	0.14
650	C/FC/650	ALKA BAJAJ	TFL-1132	23,45,498.00	24,96,068.04	0.14
651	C/FC/651	KAPIL NARANG	OS/B/1259	11,64,091.00	10,15,942.23	0.06
652	C/FC/652	SHEEBA KURESHI AND FARID HUSAIN KURESHI	AW/7(202)	12,43,399.00	10,45,193.42	0.06
653	C/FC/653	ABHILASHA SRIVATAVA	D-419	3,42,000.00	3,57,479.01	0.02
654	C/FC/654	GARIMA GUPTA	OS/A/1051	9,77,234.00	8,99,185.70	0.05
655	C/FC/655	JAIVEER VERMA MADHU VERMA KARTIKEYA SINGH VERMA UPASANA SINGH	TFL-001	3,33,99,986.00	1,62,54,232.88	0.94
656	C/FC/656	RUCHIRA PATHAK AND PRAGATI BADHWAR	C-333	16,17,601.00	16,21,347.97	0.09
657	C/FC/657	MAGAM EXPORTS PRIVATE LIMITED	OS/A/1615	84,14,936.00	52,39,979.48	0.30
658	C/FC/658	MAGAM EXPORTS PRIVATE LIMITED	SA-503	31,84,272.00	20,89,643.87	0.12
659	C/FC/659	ABDUL GAFFOOR UMMER AND MOHASIN GAFFOOR	A-33	1,06,28,554.00	73,47,323.05	0.42
660	C/FC/660	CHAVI SOOD AND VIKAS SOOD	B-5	1,07,49,912.00	52,50,582.46	0.30
661	C/FC/661	HARJEET SINGH AND GURCHARAN SINGH	KS-011	23,65,884.00	15,22,506.96	0.09
662	C/FC/662	CHANDERKANT DAGAR	OS/A/1050	5,28,605.00	5,21,917.55	0.03
663	C/FC/663	POONAM SHAHI	TPL-025	25,35,200.00	30,01,925.79	0.17
664	C/FC/664	MADAN LAI GHAI AND ROMILA GHAI	SA-210	7,31,424.00	10,77,416.57	0.06
665	C/FC/665	ANIL KUMAR SINGH	B-37	24,15,591.00	23,33,927.71	0.13
666	C/FC/666	ANIL KUMAR SINGH	B-19	19,33,963.00	18,09,633.38	0.10
667	C/FC/667	INDERPREET KAUR AND AMARPREET SINGH	KS-009	25,13,668.00	15,91,235.29	0.09
668	C/FC/668	INDU SINGH	OS/A/1080	5,55,733.00	5,33,099.11	0.03
669	C/FC/669	RACHITA SEHGAL AND SONIA SEHGAL	OS/B/1841	8,84,614.00	7,36,204.75	0.04
670	C/FC/670	RS BIST	A-1021	16,36,938.00	15,76,489.75	0.09
671	C/FC/671	RS BIST	B-926	15,46,507.00	15,85,569.59	0.09
672	C/FC/672	SHEELENDRA SINGH NAYAL AND NEELI NAYAL	TPL-1035	31,84,530.00	29,91,605.49	0.17
673	C/FC/673	RAJ SHREE W/O GP GUPTA	SA-510	20,60,182.00	19,86,986.47	0.11
674	C/FC/674	MAHENDER SINGH AND NEETU RANA	OS/A/1725	9,93,884.00	6,41,582.30	0.04
675	C/FC/675	RADHA RAJU GARJE	OS/A/747	10,51,363.52	10,36,390.48	0.06
676	C/FC/676	PIYUSH BARGALI AND VANDANA BARGALI	A-1518	16,75,261.00	17,43,509.81	0.10
677	C/FC/677	SANJEEV KUMAR GUPTA	A-534	13,45,920.00	10,07,666.31	0.06
678	C/FC/678	PANKAJ GUPTA AND SALONI GUPTA	TFL-1145	17,80,153.00	17,50,212.43	0.10
679	C/FC/679	MD. MAKABOOL	TFL-1058	36,95,228.00	33,93,500.04	0.20
680	C/FC/680	LACHHMAN DASS AND HARI KRISHAN MAHGLE	B-802	7,42,611.00	4,55,537.10	0.03
681	C/FC/681	MOVIE TIME CINEMAS PRIVATE LIMITED	OFFICE PLACE	48,75,572.00	43,36,823.02	0.25
682	C/FC/682	HARISH C ARYA	A-220	18,95,634.00	19,35,033.99	0.11
683	C/FC/683	MANU NARANG	OS/B/1260	13,91,057.00	1,63,450.74	0.01
684	C/FC/684	SAJAN GIANEY AND ANITA GIANEY	OS/A/414	23,91,220.00	24,49,413.70	0.14
685	C/FC/685	SURENDRA PAL SINGH	OS/A/428	27,89,432.00	38,54,242.67	0.22
686	C/FC/686	JATINDER KAPANI AND VEENA KAPANI	B-25	68,20,000.00	75,66,104.11	0.44

687	C/FC/687	TRIPTI JANA AND PRABIR KUMAR JANA	TPL-014	34,07,470.00	32,40,175.92	0.19
688	C/FC/688	SUJATA GAUR	TFL-1158	29,60,400.00	14,22,913.04	0.08
689	C/FC/689	ANURADHA MUYAL AND GANESH KUMAR MUYAL	RS/B-011	27,59,397.00	20,96,159.90	0.12
690	C/FC/690	T.S SHANTHI	OS/B-845	20,78,838.00	20,38,067.35	0.12
691	C/FC/691	NIRAJ GUPTA	OA/A/1610	14,27,055.00	12,31,151.76	0.07
692	C/FC/692	VIJENDRA SINGH	TFL-029	36,91,673.00	30,41,926.43	0.18
693	C/FC/693	RAVI	TPL-1032	20,36,949.00	17,53,446.96	0.10
694	C/FC/694	PAYAL KESARWANI	A-327	7,03,054.00	4,30,124.93	0.02
695	C/FC/695	AMIT GARG HUF	OS/B/517	14,24,252.00	12,19,915.05	0.07
696	C/FC/696	BALAJI AND SUDHA KARNAM REDDY	B-07	1,54,51,792.00	99,53,753.42	0.58
697	C/FC/697	SANDEEP TANEJA	TFL(SHOP NO. 050)	57,14,716.00	56,38,707.25	0.33
698	C/FC/698	BALBIR KAUR AND GURMEET SINGH	TPL-058	32,92,121.00	19,04,821.69	0.11
699	C/FC/699	ZAHIDA JABEEN AND MUSTAFAAHMED	TFL-1007	20,30,676.00	20,25,416.25	0.12
700	C/FC/700	ADITI SAXENA	SA-318	21,38,032.00	9,88,367.12	0.06
701	C/FC/701	VINITA SINGH AND KULDEEP SINGH	TFL-1072	17,10,730.18	16,32,193.61	0.09
702	C/FC/702	SANDEEP TANEJA	OS-1747	6,65,372.00	6,55,159.17	0.04
703	C/FC/703	RAJESH BISHT AND SHILPI BISHT	A-1517	22,71,446.00	13,87,696.68	0.08
704	C/FC/704	ABHISHEK KUMAR	A-1752	34,84,652.00	21,72,050.58	0.13
705	C/FC/705	NIKHIL RANJAY	A-621	27,26,853.00	23,22,634.97	0.13
706	C/FC/706	NIKHIL RANJAY	SA-401	15,70,574.86	15,40,016.40	0.09
707	C/FC/707	NITA GHOSH AND SRIKANT KUMAR	TPL-111	28,34,405.00	13,38,544.64	0.08
708	C/FC/708	PREM KUMAR DHAWAN AND URMAIL C DHAWAN	AW/7(4)	7,19,242.00	7,51,372.45	0.04
709	C/FC/709	JOGINDER SINGH JASPAL KAUR	C-628	10,45,646.00	10,84,349.44	0.06
710	C/FC/710	JOGINDER SINGH JASPAL KAUR	RS/B-010	17,98,428.00	17,98,949.35	0.10
711	C/FC/711	BHISHMA SINGH YADAV	RS/A-012	17,25,279.00	15,78,793.97	0.09
712	C/FC/712	ALKA TYAGI AND JITENDER TYAGI	TPL-006	28,38,262.00	29,43,692.00	0.17
713	C/FC/713	MANISHA BHARTI A K BHARTI	A-34	38,65,845.31	23,13,168.55	0.13
714	C/FC/714	ANUJ KUMAR	A-514	23,05,734.00	23,23,684.22	0.13
715	C/FC/715	DEVI SINGH KHATREE AND RAJPATI	TEMP/IOS-01	7,95,240.67	5,60,532.57	0.03
716	C/FC/716	REVADHAR DHYANI PRAKASH DHYANI	A-1729	6,19,050.00	14,33,796.15	0.08
717	C/FC/717	PRABODH KUMAR	A-901	33,08,056.00	33,07,843.48	0.19
718	C/FC/718	PRABODH KUMAR	A-902	24,59,897.42	24,59,897.42	0.14
719	C/FC/719	PRABODH KUMAR	A-903	24,50,860.00	24,59,897.42	0.14
720	C/FC/720	RAJESH RAMCHAND JAGTIANI HUF	B-520	29,07,867.00	29,07,867.00	0.17
721	C/FC/721	SANJAY PRATAP	TFL-1207	40,75,767.00	23,91,695.80	0.14
722	C/FC/722	ASHOK LALCHANDANI ASHA NEWANI	A-404	40,33,664.00	40,33,664.00	0.23
723	C/FC/723	POOJA GARG	TFL-1106	19,21,826.00	23,23,327.10	0.13
724	C/FC/724	RAJNI GUPTA AND SUBHASH GUPTA	RS/A-054	10,87,187.00	10,41,631.44	0.06
725	C/FC/725	RUBY SHARMA	TPL-075	35,32,309.00	25,23,374.89	0.15
726	C/FC/726	KARTIK MEHTA	B-1750	7,10,333.00	4,96,040.90	0.03
727	C/FC/727	PRABHAT KUMAR GUPTA AND ANNAPURNA GUPTA	TFL-1143	72,83,178.00	41,77,254.56	0.24
728	C/FC/728	MANJU RANI	A-012	54,29,259.00	21,25,890.41	0.12

729	C/FC/729	AMITA SINGH	ISA-602	13,99,698.00	13,43,579.50	0.08
730	C/FC/730	NEERJA YADAV	B-14	47,66,135.00	46,41,605.67	0.27
731	C/FC/731	MANVI DHAWAN AND ASHISH DHAWAN	AW/7(32)	7,19,242.00	7,51,372.45	0.04
732	C/FC/732	NARENDER SINGH	SA-311	27,91,448.00	20,07,385.00	0.12
733	C/FC/733	PARMINDER KAUR ARORA	SA-312	27,91,448.00	20,07,514.11	0.12
734	C/FC/734	RUCHI RATHOR ANURAG PRATAP SINGH	OS/OCC/228	12,31,943.00	17,05,290.36	0.10
735	C/FC/735	RASHMI RANJAN KUAMR SHUBHAM VANDANA KUMARI	RS/A-060	28,37,579.00	26,30,557.24	0.15
736	C/FC/736	SUJEET KUMAR AND UTTAM KUMAR SINHA	TPL-1027	20,17,271.00	18,78,381.03	0.11
737	C/FC/737	MRITUNJAY KUMAR GHOSH AND SUJEET KUMAR	RS/B-038	11,78,365.00	11,26,358.41	0.07
738	C/FC/738	ANURADHA	TFL/LGF/051	20,00,000.00	20,00,000.00	0.12
739	C/FC/739	RAKESH JANG BAHADUR	IOS/D-101	11,28,133.00	6,39,645.11	0.04
740	C/FC/740	REKHA RANI	TFL-041	1,13,340.00	1,32,723.29	0.01
741	C/FC/741	REKHA RANI	B-909	2,26,680.00	2,63,649.32	0.02
742	C/FC/742	REKHA RANI	B-509	2,26,680.00	2,67,200.00	0.02
743	C/FC/743	REKHA RANI	TPL-085	2,26,680.00	2,64,219.18	0.02
744	C/FC/744	REKHA RANI	KT-006	1,13,340.00	1,32,350.68	0.01
745	C/FC/745	REKHA RANI	B-609	1,13,340.00	1,33,600.00	0.01
746	C/FC/746	RAJESH KUMAR DINKAR AND PREETI VERMA	ATM-021	45,77,911.00	26,90,694.46	0.16
747	C/FC/747	ANAND PRAKASH CHAUDHRY	B-202	23,90,935.00	24,57,360.24	0.14
748	C/FC/748	ARUN KANNA HUF	TFL-1147	33,43,263.00	19,85,934.14	0.11
749	C/FC/749	ANIRBAN KUNDU	A-314	27,97,820.00	24,25,194.52	0.14
750	C/FC/750	AMBUJ PANDEY	A-419	8,08,716.00	11,49,162.95	0.07
751	C/FC/751	AKASH KUMAR JOHARI AND AVADHESH SHARMA	A-32	58,32,000.00	39,64,504.11	0.23
752	C/FC/752	SUDISH KUMAR	A-1164	15,84,244.00	13,19,159.08	0.08
753		KANCHAN KANTI PATHAK	B-749	10,26,967.00	10,14,199.10	0.06
754		VINAY KUMAR YADAV	A-793	16,57,940.00	1,91,697.93	0.01
755		POONAM YADAV	A-792	16,57,940.00	1,91,925.08	0.01
756		SATYAPAL SINGH	TFL-1100	33,42,185.00	18,59,151.99	0.11
757		SATYAPAL SINGH	VIRTUAL SPACE	14,46,800.00	9,03,090.12	0.05
758	C/FC/758	PRADEEP TOSHNIWAL AND AMIT TOSHNIWAL	A-17	83,90,739.00	38,71,761.89	0.22
759	C/FC/759	RENKU	TPL-1063	35,92,338.00	20,44,869.43	0.12
760	C/FC/760	SHIVANI SAMIR	B-841	11,76,973.00	7,52,363.84	0.04
761	C/FC/761	PRIYA WADHWA	ATM-16	31,18,188.00	39,26,792.25	0.04
762	C/FC/761 C/FC/762	SONY JHA	IP/IT-27	46,90,606.00	34,71,226.32	0.23
763	C/FC/762 C/FC/763	DEEPAK KUAMR	TPL-1034	31,89,547.00		0.20
		SEEMA SATIJA	TPS-026		38,30,293.51	0.22
764	C/FC/764	MANISH DUBEY ASHOK MEHTA AND BIMLA	TPS-027A	70,04,802.00	48,49,438.95	0.28
765	C/FC/765	МЕНТА	OS/B/0839	22,34,386.00	15,01,030.33	0.09
766	C/FC/766	VINITA SINGH AND BHOPAL SINGH	RS/A-042	23,73,215.00	22,92,958.65	0.13
767	C/FC/767	RAJEEV ANAND AND SARITA ANAND	A-1731	10,60,850.00	12,37,216.61	0.07
768	C/FC/768	PRAMOD KUMAR SINGH	A-24 A-23 A-303	2,01,50,000.00	2,33,05,271.23	1.35
769	C/FC/769	PREETI TYAGI AND DEVPRIA TYAGI	A-907	22,84,318.00	24,12,816.75	0.14
770	C/FC/770	SONI JHA AND BRAJ KISHORE JHA	A-1726	8,84,621.00	10,95,800.83	0.06
771	C/FC/771	SANTOSH KHURANA AND RAJEEV KUMAR KHURANA	TFL-1097	27,50,647.00	25,81,805.24	0.15

772	C/FC/772	SANTOSH KUMAR GOYAL	TFL-1016	13,29,237.00	13,07,798.90	0.08
773	C/FC/773	SUSHMA SHARMA AND BHUPENDRA KUMAR SHARMA	B-836 A-1008	10,84,853.00	10,91,171.39	0.06
774	C/FC/774	UTPAL MUKHERJEE	TPL-1100	16,93,464.00	16,47,716.72	0.10
775	C/FC/775	PRATAP STEEL AND PUSHPA SANWAL	A-1266	28,64,284.00	17,42,540.40	0.10
776	C/FC/776	MOHD SHEHZAD LUCKY	AW/7(42)	12,35,418.00	6,04,683.02	0.03
777	C/FC/777	MANISH PATEL	IOS/D-321	7,81,416.00	5,20,069.65	0.03
778	C/FC/778	MANISHA GARG AND CHANDRA MOHAN GARG	TPL-036	21,37,733.00	21,49,876.66	0.12
779	C/FC/779	ATUL MARWAH	TFL-1156	27,81,885.00	25,03,612.15	0.14
780	C/FC/780	RAMESH KUMAR	AW/7(7)	11,83,678.00	1,28,911.23	0.01
781	C/FC/781	MOHINDER PAL SINGH BINDRA	A-315(SPINE A)	32,38,356.00	14,78,537.89	0.09
782	C/FC/782	SUKHVINDER PAL SINGH BINDRA	OS/A/508	32,38,356.00	14,78,444.19	0.09
783	C/FC/783	VISHAL SINGH	OS/A/434	25,48,353.00	25,42,080.16	0.15
784	C/FC/784	VIVEK SAXENA AND SHIKHA SAXENA	A-420	24,34,634.00	7,72,559.64	0.04
785	C/FC/785	SAPNA MALHOTRA	TFL-064	44,38,531.00	40,84,043.10	0.24
786	C/FC/786	SWEETY BATRA AND GAUTAM BATRA	AW/7(17)	9,87,651.00	7,94,385.94	0.05
787	C/FC/787	SHWETA SUNEJA AND GAURAV BATRA	AW/7(18)	9,58,553.00	8,30,018.15	0.05
788	C/FC/788	SAPNA MALHOTRA	KT-010	49,99,774.00	45,97,960.23	0.27
789	C/FC/789	RUCHIKA SETH	B-1823	11,48,528.00	7,10,408.30	0.04
790	C/FC/790	RAJAN VERMA	OS/A/1045	8,23,465.00	5,25,905.69	0.03
791	C/FC/791	ANSUM BEGUM	AW/7(205)	28,00,088.00	6,04,855.29	0.03
792		JAI SHANKER THAKUR	OS/OCCI/232	11,05,152.00	11,05,152.00	0.06
793	C/FC/793	RUCHIKA SETH	ATM-009	60,49,446.00	35,71,243.84	0.21
794	C/FC/794	SULANADAR KUMAR YADAV AND PUSHPENDRA	TFL-079	61,87,471.00	61,33,520.16	0.35
795	C/FC/795	ANCHAL SHANKER	OS/A/1608	7,18,893.00	7,18,893.00	0.04
796		ASHA SINGH	A-62	7,00,000.00	7,00,000.00	0.04
797		AMRENDRA KUMAR SINHA	B-502	36,77,948.00	22,18,930.24	0.13
798	C/FC/798	ANCHAL SHANKER	OS/A/921	10,01,466.00	10,01,466.00	0.06
799	C/FC/799	ARCHANA SRIVASTAVA AND MANOJ SRIVASTAVA	OS/B/737	8,23,035.00	5,63,507.84	0.03
800	C/FC/800	SMR. REEMA SHARMA AND KAMAL KANT SHARMA		9,76,919.00	9,64,628.68	0.06
801	C/FC/801	PRABODH KUMAR	A-904	24,50,790.00	1,42,498.63	0.01
802	C/FC/802	PRABODH KUMAR	A-905	24,50,860.00	1,42,498.63	0.01
803	C/FC/803	RAJESHA KUMAR	KT-007	63,21,587.00	40,20,686.58	0.23
804	C/FC/804	UPHAR AUTOMOBILES PVT LTD	TFL/LGF-033	28,26,081.00	44,167.00	0.00
805	C/FC/805	NEELAM JAISWAL	TFL-1214	54,75,520.00	63,38,443.55	0.37
806	C/FC/806	MAMTA SHARMA AND ANUJ SHARMA	TFL-77	1,03,28,000.00	51,66,772.60	0.30
807	C/FC/807	ARUN KUMAR AND AMANRNATH KUMAR	OS/A/831	10,15,886.00	10,15,886.00	0.06
808	C/FC/808	BHUVNESH TALWAR	OS/A/1630	6,20,060.00	6,20,060.00	0.04
809	C/FC/809	KAPIL KUCHROO	TFL-1171	53,27,923.00	28,14,043.36	0.16
810	C/FC/810	REKHA RAJESH GOYAL	A-2	70,16,211.00	28,09,945.85	0.16
811	C/FC/811	YOGESH KUMAR YADAV	TPL-1037	33,49,596.00	34,50,731.62	0.20
812	C/FC/812	MAHENDRA JHA	TPA-116	35,83,671.00	31,65,775.58	0.18
813	C/FC/813	LAXMI RAWAT	OS/B/1824	3,61,625.00	3,61,625.00	0.02
814	C/FC/814	MONIKA CHOURASIA	TPL-112	38,68,204.00	24,70,323.18	0.14
815		HARENDER GUSAIN	TFL-1120	19,69,228.00	19,69,228.00	0.11
	IC/EC/815	I I AKLINDLK GOSAIN	111 L 1120	13.03.228.00		
816	C/FC/815 C/FC/816	HARENDRA PRATAP SINGH	TFL-1060	28,42,657.00	13,80,569.83	0.08

818	C/FC/818	RAJ MANGAL (HUF)	OS/B/327 & 328	3,00,000.00	3,00,000.00	0.02
819	C/FC/819	GOVERDHAN PRASAD THAPLIYAL	B-1742	12,61,097.00	10,98,727.09	0.06
820	C/FC/820	GAGAN KAUSHAL	RS/A/017A	20,51,098.00	13,48,040.86	0.08
821	C/FC/821	TAUQIR AHMAD ABBASI	OS/B/850	13,34,080.00	7,88,634.52	0.05
822	C/FC/822	VIVEK GOPAL SHARAN	B-401	49,35,149.00	30,91,097.79	0.18
823	C/FC/823	ASCENT CONSTRUCTIONS PVT LTD	OS/A/324	43,00,800.00	36,60,466.85	0.21
824	C/FC/824	ASHA PATHAK	OS/A/1228	7,29,392.00	7,51,672.06	0.04
825	C/FC/825	PAVAN GUPTA	B-928	25,05,370.00	15,80,880.73	0.09
826	C/FC/826	AMARJIT SINGH MAKHIJA & AIT SINGH	SA-303	27,04,246.00	19,78,013.38	0.11
827	C/FC/827	VINOD KUMAR SINGH	A/OS/1691	9,78,200.00	7,83,276.71	0.05
828	C/FC/828	RAJ KUMAR SHARMA	TPL-063	19,06,777.00	31,03,917.19	0.18
829	C/FC/829	RAJ KUMAR TIWARI & PAWAN KUMAR TIWARI	OS/A/1064	16,11,832.00	10,37,262.29	0.06
		OTAL OF FINANCIAL CREDITORS		2,28,78,95,945.38	1,73,05,96,108.03	100.00
		OPRATIO	NAL CREDITO	RS		
		1	1			
1	C/OC/01	LA ESTRUCTURA CONSTRUCTIONS LLP		11,00,81,626.00	11,00,81,626.00	
2	C/OC/02	AASHIYANA CIVIL CONTRACTORS PVT LTD		83,43,770.00	83,43,770.00	
3	C/OC/03	DWARIKADHEESH SECURITY SERVICE (MR. RAJVIR SINGH)		3,22,471.00	3,22,471.00	
4	C/OC/04	CONFLUENCE CONSULTANCY SERVICES (MR. VISHAL SHARMA)		3,80,39,983.00	3,80,39,983.00	
5	C/OC/05	M/S CONFLUENCE BUILD PRIVATE LIMITED (VISHAL SHARMA)		80,18,670.00	80,18,670.00	
6	C/OC/06	CLAVECON (INDIA) PRIVATE LIMITED		8,49,290.00	8,49,290.00	
7	C/OC/07	VISHAL CONTRACTOR (SUBHASH CHAUHAN)		44,00,000.00	44,00,000.00	
8	C/OC/08	DAGMAR MEDIA (P) LTD		4,48,400.00	4,48,400.00	
	то	TAL OF OPRATIONAL CREDITORS		17,05,04,210.00	17,05,04,210.00	

# FORM G

INVITATION FOR EXPRESSION OF INTEREST
(Under Regulation 36A (1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

	RELEVANT PARTICULARS				
1.	Name of the corporate debtor	INTELLICITY BUSINESS PARK PRIVATE LIMITED			
2.	Date of incorporation of corporate debtor	09/11/2012			
3.	Authority under which corporate debtor is incorporated / registered	REGISTRAR OF COMPANIES, DELHI			
4.	Corporate identity number / limited liability identification number of corporate debtor	U45400DL2012PTC244744			
5.	Address of the registered office and principal office (if any) of corporate debtor	M-167, VIKASPURI, NEAR SYNDICATE BANK, NEW DELHI-110018			
6.	Insolvency commencement date of the corporate debtor	13/06/2019 (Order dated 27.05.2019 passed by Hon'ble NCLT received on 13.06.2019)			
7.	Date of invitation of expression of interest	24/10/2019 (Previously 29/09/2019)			
8.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at:	Please visit the IBBI Website <a href="https://www.ibbi.gov.in/webfront/legal_framework.p">https://www.ibbi.gov.in/webfront/legal_framework.p</a> <a href="https://www.intellicitycirp.com">hp</a> and also available at <a href="www.intellicitycirp.com">www.intellicitycirp.com</a> . Details can also be provided on request to email: <a href="mailto:intellicitycirp@gmail.com">intellicitycirp@gmail.com</a>			
9.	Norms of ineligibility applicable under section 29A are available at:	As provided in Sr. No. 8 above			
10.	Last date for receipt of expression of interest	07/11/2019 (Previously 13/10/2019)			
11.	Date of issue of provisional list of prospective resolution applicants	12/11/2019 (Previously 23/10/2019)			
12.	Last date for submission of objections to provisional list				
13.	Date of issue of final list of prospective resolution applicants	20/11/2019 (Previously 07/11/2019)			
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	17/11/2019 (Previously 28/10/2019)			
15.		Only such applicants that meet the eligibility criteria (as per Sr.No.8 above) will be provided access to the request for Resolution Plan, evaluation matrix and Information Memorandum through electronic form. For further information the applicant may email to the Resolution Professional at his email address: <a href="mailto:intellicitycirp@gmail.com">intellicitycirp@gmail.com</a>			
16.	Last date for submission of resolution plans	16/12/2019 (Previously 27/11/2019)			
17.	Manner of submitting resolution plans to resolution professional	A prospective Resolution applicant in the final list may submit resolution plan or plans prepared in accordance with the code to the resolution professional electronically and in the sealed envelope at the address mentioned in pt. 21. Further details will be provided in the Request for Resolution Plan.			

18.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	31/12/2019 or as soon as approved by the CoC (Previously 15/12/2019)
19.	Name and registration number of the resolution professional	Mr. Sarvesh Kashyap Registration No. IBBI/IPA-002/IP-N00127/2017- 2018/10296
20.	Name, Address and e-email of the resolution professional, as registered with the Board	Mr. Sarvesh Kashyap Shop No - 7, DDA Market, E-Block, East of Kailash, New Delhi, National Capital Territory of Delhi- 110065 <b>Email: sarvesh_dam@yahoo.com</b>
21.	Address and email to be used for correspondence with the resolution professional	101, Nipun Plaza, Sec-1, (Near Max Hospital) Vaishali, Ghaziabad-201010 Email: intellicitycirp@gmail.com
22.	Further Details are available at or with	As mentioned in Sr. No. 21 above
23.	Date of publication of Form G	24/10/2019

Sarvesh Kashyap Resolution Professional Intellicity Business Park Private Limited Registration No. IBBI/IPA-002/IP-N00127/2017-2018/10296 Shop No - 7, DDA Market, E-Block, East of Kailash, New Delhi, National Capital Territory of Delhi -110065

Date: 24/10/2019 Place: New Delhi

# INTELLICITY BUSINESS PARK PVT. LTD.

M-167, Vikas Puri, Near Syndicate Bank, New Delhi-110018

# REQUEST FOR RESOLUTION PLANS (RFRP)



Date: [.....]

(Issued by the Resolution Professional of M/s Intellicity Business Park Pvt. Limited in consultation with the CoC and pursuant to the approval of the CoC)

Sarvesh Kashyap
Resolution Professional
For Intellicity Business Park Pvt. Limited
IBBI Registration no: IBBI/IPA-002/IP-N-00127/2017-2018/10296
Email:Intellicitycirp@gmail.com
IBBI Registered E-Mail: sarvesh dam@yahoo.com

# **TABLE OF CONTENTS**

Sr. No.	Particulars	Page No.
1	Disclaimer	3
2	Background	7
3	Resolution Plan Process	9
4	Evaluation Criteria	38
5	Contents of Resolution Plan	40
6	Format for Bank Guarantee	45
7	Format for Performance Guarantee	47
8	Undertaking by Resolution Applicant(s)	51
9	Format for Power of Attorney	53
10	Format for Power of Attorney for Lead Member (In case of Consortium)	56
11	Format for Board Resolution	58
12	Earnest Money Deposit Amount Payment by Parent Company	60
13	Performance Guarantee Amount Payment by Parent Company	62
14	Composition and Ownership Structure of the Resolution Applicant(s)	64
15	29A Affidavit	68

#### **DISCLAIMER**

This RFRP is issued by the Resolution Professional (RP), in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting], for general information purposes, without regard to specific objectives, suitability, financial situations and the requirements of any particular person, and does not constitute any recommendation of an offer to buy, purchase or subscribe to any securities mentioned therein. Neither this document nor anything contained herein, or anything contained in the Information Memorandum or provided in the Data Room, shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This document does not solicit any action based on the material contained herein. Nothing in this RFRP, materials relating to the RFRP, or the opinions, if any contained in this RFRP or the Information Memorandum or the Data Room is intended to be construed as legal, accounting or tax advice by the Resolution Professional or the members of the committee of creditors of the Corporate Debtor.

This disclaimer applies to this RFRP, and any information disclosed by the Resolution Professional or Resolution Process Advisors, or the members of the Committee of Creditors (CoC) of Intellicity Business Park Private Limited. It is clarified as a matter of abundant caution that only a Resolution Applicant(s) can submit are solution plan pursuant to and subject to the terms and conditions of this RFRP.

This RFRP cannot be assigned or transferred in any manner whatsoever to any person other than the intended Resolution Applicant(s). This document has been issued by the Resolution Professional, in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting], to set out the process for selection of Resolution Plan.

The information pertaining to the past performance of Corporate Debtor is not a guide for future performance. Forward-looking statements are not predictions and may be subject to change without notice. Actual results may differ materially from the forward-looking statements due to various factors. No statement, fact, information (whether current or historical) or opinion contained herein should be construed as are presentation or warranty, express or implied, of Resolution Professional, Resolution Process Advisors, Corporate Debtor or the members of CoC; and none of the Resolution Professional. Resolution Process Advisors, Corporate Debtor, the members of the CoC, or any other Persons/entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions. This RFRP has not been approved and will or may not be reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction. This document may not be all inclusive and may not contain all of the information that the recipient may consider material. Each Resolution Applicant(s) should, conduct its own investigations, diligence, and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

This RFRP and information contained herein or disclosed pursuant to the terms of this document or any part of such information do not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without prior written approval from the CoC. Distributing or taking / sending / dispatching / transmitting this RFRP in certain foreign jurisdictions may be restricted by law, and Persons into whose possession this document comes should inform themselves about, and observe, any such restrictions. Neither the Resolution Professional, Resolution Process Advisors, the members of the CoC, Affiliates(defined hereinafter), directors, employees, agents or representatives shall be liable for any damages, whether direct or indirect, incidental, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this document or due to participating in the Resolution Plan Process (defined hereinafter), including for the Resolution Applicant(s) not being selected as the Successful Resolution Applicant(s) (defined hereinafter) or on account of any decision taken by the members of the CoC in connection with or pursuant to the Resolution Plan Process.

By accepting a copy of this document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document. Further, no Person (including the Resolution Applicant(s)) shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or other wise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and any assessment, assumption, statement or information contained therein or deemed to form part of this document, and Resolution Professional, Resolution Process Advisors, Corporate Debtor, members of CoC, Affiliates, directors, employees, agents and representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.

The CoC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document. Further, the Resolution Applicant(s) must specifically note that the CoC reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the Resolution Plan Process at any point in time, for any reason determined in their sole discretion in accordance with the Insolvency and Bankruptcy Code, 2016(IBC).

The issue of this document does not imply that the members of CoC are bound to select a Resolution Applicant(s) as a Successful Resolution Applicant(s) in respect of its Resolution Plan and the members of CoC reserve the right to reject at any stage all or any of the Resolution Applicant(s) or Resolution Plans without assigning any reason whatsoever.

Each Resolution Applicant(s) shall bear all its costs associated with or relating to the preparation and submission of any documents (including the Resolution Plan) pursuant to this RFRP, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Resolution Professional or the CoC and any other costs incurred in connection with or relating to its Resolution Plan.

The Resolution Applicant(s) are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Resolution Applicant(s) towards the Resolution Professional or Resolution Process Advisors, the members of the CoC, Affiliates, directors, employees, agents or representatives for showing any favor in relation to this document or the process set out herein, shall render the Resolution Applicant(s) to such liability and penalty as the CoC may deem proper, including but not limited to immediate disqualification and exclusion from the Resolution Process contemplated hereunder. Neither the information in this RFRP nor any other written or oral information provided by the members of the CoC, its employees is intended to form the basis of or the inducement for submission of any document or information or the Resolution Plan by any Resolution Applicant(s) or for any investment activity or any decision to enter into any Definitive Agreements.

This RFRP contains confidential, proprietary and / or legally privileged information and must be kept confidential by the recipient. By accepting a copy of this document (whether by receipt of an electronic copy of the RFRP or access to the Data Room pursuant to the terms of this RFRP or otherwise) ("Acceptance"), the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document. The recipient should not use this RFRP, the Information Memorandum, any other document annexed herewith and/or otherwise provided for any other purpose other than for the preparation of the Resolution Plan.

Further, no representation or warranty, expressed or implied, is made or given by or on behalf of any personas to the accuracy, authenticity, completeness, or fairness of the information or opinions contained in this RFRP and Acceptance of the RFRP by the Resolution Applicant(s) shall be deemed to be an unconditional acknowledgement by the Resolution Applicant(s) that the Corporate Debtor, the Committee of Creditors, the Resolution Professional, Resolution Process Advisors do not accept any responsibility or liability for any information in the RFRP or the Information Memorandum. While the data/information provided in this RFRP or the Data Room, has been prepared and provided in good faith, , the Resolution Professional or Resolution Process Advisors, the members of CoC have verified such information to the best of their ability and shall not accept any responsibility or liability whatsoever in respect of any statements or omissions herein, or of the accuracy, correctness, completeness or reliability of information in the RFRP or the Data Room, or incur any liability under any law, statute, rules or regulations, even if any loss or damage is caused to any of the Resolution Applicant(s) by any act or omission on their part.

The Resolution Applicant(s) is required to make its own assessments of the information provided in the Information Memorandum or the Data Room. In no circumstances may the Resolution Applicant(s) or their officers, employees, agents and professional advisers make contact with the employees, customers, agents or suppliers of the Corporate Debtor until permission to do so is given in writing by Resolution Professional.

Recipient who decides not to pursue this matter are required to return this document and any copies thereof(together with any other material relating to the Corporate Debtor which may have been provided by or on behalf the Corporate Debtor), as soon as practicable, to the Resolution Professional.

The benefit of all disclaimers, confirmations, acceptances and representations made or accepted by the recipient in this RFRP shall accrue to the benefit of the Corporate Debtor, its directors, officers, employees, advisors and other such persons assisting the Company in relation to its CIRP, the Committee of Creditors, their directors, officers, employees and advisors and the Resolution Professional, Resolution Process Advisors its authorized representatives, directors, officers, employees and advisors.

Nothing contained in this RFRP shall be deemed to relieve, wholly or partially, directly or indirectly, the Resolution Applicant(s) from their compliance with the IBC, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.

The Resolution Applicant(s) shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements. The laws of the Republic of India are applicable to this RFRP.

#### **PART-1 PARTICIPATION**

#### 1. BACKGROUND

**M/s.** Intellicity Business Park Private Limited, the Corporate Debtor, was incorporated on 9<sup>th</sup> November, 2012 under the Companies Act 1956 (now the Companies Act, 2013) as a private company limited by shares under the name and style of "Airwil Business Park Private Limited". Later on the name of the Company was changed from "Airwil Business Park Private Limited" to "M/s. Intellicity Business Park Private Limited". The current details of the Company are as follows:

1.	Name of the Company	M/s. Intellicity Business Park Private Limited
2.	CIN	U45400DL2012PTC244744
3.	Regd. With	RoC-Kanpur
4.	Date of Incorporation	09/11/2012
5.	Constitution	Private Company
6.	Regd. Office	M-167, Vikash Puri, Near Syndicate Bank, New
		Delhi, West Delhi-110018
7.	Directors as on CIRP	Mr. Manoj Kumar Chaudhary
	commencement date	2. Mr. Vikash Bhagat
		3. Mr. Sanjay Kumar
		4. Mr. Sameer Anil Sutar
		5. Mr. Anil Ram Sutar
		6. Mr. Kamal Agarwal

The Corporate Insolvency Resolution Process (CIRP) was initiated by the Hon'ble National Company Law Tribunal, New Delhi Bench-II vide order dated 27.05.2019 on an application moved by Ample Infrastructure Pvt. Ltd. under the provisions of Insolvency and Bankruptcy Code, 2016 ("IBC") in the matter of Ample Infrastructure Pvt. Ltd. V/s M/s. Intellicity Business Park Private Limited, Company Petition Number (IB)17/ND/2019; wherein Mr. Mohit Kumar Gupta had been appointed as the Interim Resolution Professional.

A Public announcement in this regard was made in two newspapers, Business Standard (English edition) and Jansatta (Hindi edition) on 15<sup>th</sup> June, 2019.

The Committee of Creditors in its 3<sup>rd</sup> Meeting held on 20<sup>th</sup> September, 2019 resolved to appoint Sarvesh Kashyap as Resolution Professional and accordingly, on an application by the recommendation of Committee of Creditors seeking appointment of sarvesh Kashyap as Resolution Professional, the Hon'ble Adjudicating Authority vide Order dated

20<sup>th</sup> September, 2019 confirmed the appointment of Mr. Sarvesh Kashyap (IBBI Registration No. IBBI/IPA-002/IP-N00127/2017-18/10296) as Resolution Professional ("RP") in place of Mr. Mohit Kumar Gupta for conducting the CIRP of M/s Intellicity Business Park Private Limited.

# > Address of the Resolution Professional:

# Sarvesh Kashyap

Resolution Professional for Intellicity Business Park Private Limited

# Registered Office with Board (IBBI):

Shop No.7, DDA Market, E-Block, East of Kailash, New Delhi-110065

# **Address for Correspondence:**

101, Nipun Plaza, (Near Max Hospital) Sector-1, Vaishali, Ghaziabad-201010

As per provisions of Section 17 of the Insolvency and Bankruptcy Code, 2016 the powers of the Board of Directors of the Company, M/s. Intellicity Business Park Private Limited, has been suspended during the moratorium period w.e.f. 27.05.2019 and the management of the affairs of the corporate debtor shall vest in the Interim Resolution Professional/Resolution Professional:

#### > Name and Address of Resolution Process Advisor:

DR. A.G. AGARWAL (FCMA,FCS,FICA,FIMA,Ph.D) Usha Villa, Plot No. 76, Sector-II-B, Vaishali, Ghaziabad-201010 Mobile No.:9810033204

➤ The detailed invitation for Expression of Interest to submit Resolution Plan(s) pursuant to Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016 is available at <a href="https://www.intellicitycirp.com">www.intellicitycirp.com</a>

#### 2. **DEFINITIONS**:

Unless the context otherwise require, following capitalized terms used in this RFRP, shall have the meaning hereunder. Terms not defined in this RFRP shall have the meaning assigned to terms under the IBC and the CIRP Regulations:

[Note: The terms defined below are not exclusive and can be extended and/or appended to define more terms if required on case to case basis]

"Applicable Laws" means, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Agency of India whether in effect as of the date of this RFRP or thereafter and in each case as amended or modified.

- "Affiliate" shall mean a Company that directly or indirectly:
- (a) controls; or
- (b) is controlled by; or
- (c) is under the common control;

With the Company or the Resolution Applicant(s), as the case may be

- "Adjudicating Authority" shall mean the bench of the National Company Law Tribunal, [Name of the Bench] or any appellate authority under IBC.
- "Approved Resolution Plan" shall mean the Resolution Plan submitted by Successful Resolution Applicant(s), approved by Adjudicating Authority and the CoC.
- "Binding Resolution Plan" shall mean the Resolution Plan submitted on or before the Binding Plan Due Date.
- "CIRP Period" shall mean the period of one hundred eighty days from the date of admission of the Corporate Insolvency Resolution Process application by the Adjudicating Authority or as extended subject to approval by the CoC and Adjudicating Authority.
- "Committee of Creditors or CoC" means, the committee of creditors of the Corporate Debtor constituted under Section 21 of the IBC.
- "Company" shall mean a company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013.
- "Confidentiality Undertaking" means the undertaking executed by the Resolution Applicant(s) with the Resolution Professional to preserve the confidentiality of the information of the Corporate Debtor.
- "Corporate Debtor" means a corporate person who owes a debt to any person.

"Compliant Resolution Plan(s)" shall mean the Resolution Plan(s) which are in compliance with mandatory requirements under the IBC and CIRP Regulation as required to be verified by the Resolution Professional under the IBC. The Resolution Professional shall examine each Resolution Plan received and submit all Compliant Resolution Plans to the CoC for their consideration, as per the IBC.

"Conflict of Interest" shall mean an event or circumstance, determined at the discretion of the CoC, where a Resolution Applicant(s) is found to be in a position to have access to information about, or influence the Resolution Plan of another Resolution Applicant(s) pursuant to a relationship (excluding, and to the extent of, any commercial relationship which may be existing between the Resolution Applicant(s) and the Corporate Debtor pursuant to the Ordinary Course of Business of the Resolution Applicant(s) or the Corporate Debtor) with the Corporate Debtor, Affiliates of the Corporate Debtor, directly or indirectly, or by any other means including colluding with other Resolution Applicant(s), the Corporate Debtor, or Affiliates of the Corporate Debtor.

A Resolution Applicant(s) shall without any limitation be deemed to have a Conflict of Interest that affects the Resolution Plan Process, if:

- a) It Controls, are Controlled by or is under common Control with any other Resolution Applicant(s) (or their Affiliates) or their members (or their Affiliates) or shares the same Parent or the same Ultimate Parent; or
- A Resolution Applicant(s) or a constituent of such Resolution Applicant(s) (in case of Consortium) is also a constituent of another Resolution Applicant(s) or is another Resolution Applicant(s); or
- c) Such Resolution Applicant(s), is found to be in a position, determined at the discretion of the CoC, to have access to information about, or influence the Resolution Plan of another Resolution Applicant(s), directly or indirectly, or by any other means including colluding with other Resolution Applicant(s), the Corporate Debtor, or Affiliates of the Corporate Debtor.

"CIRP Regulations" shall mean the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2018 amended up to date.

"Connected Person" shall have the meaning ascribed to the term under Section 29 A of the IBC or Regulation38 of the CIRP Regulations, as may be applicable.

"Control" shall mean a Company holding more than 50% (fifty percent) of the voting share capital of another Company or the ability to appoint majority of the directors on the board of another Company or the ability of a Company to direct or cause direction of the

management and policies of another Company, whether by operation of law or by contract or otherwise.

"**Debt**" shall mean, debt as defined under the IBC, due from or owed by the Corporate Debtor.

"Definitive Agreement" shall mean the binding agreement(s), to be entered into by the Successful Resolution Applicant(s) for the purposes of implementing the Approved Resolution Plan.

"Data Room" mean the virtual data room maintained by the Resolution Professional or any person on his behalf, created for Resolution Applicant(s) to access information in relation to the Corporate Debtor under terms of the Confidentiality Undertaking.

**"Evaluation Criteria"** means the criteria determined by the Committee of Creditors of the Corporate Debtor at its sole and absolute discretion, including the parameters mentioned in Appendix 1, to evaluate the Resolution Plan of the Resolution Applicant(s), and which may be decided, amended, modified or changed at any stage before approval of Resolution Plan by the Committee of Creditors or on account of any amendment in the IBC,CIRP Regulations or clarification issued in respect thereof.

"Evaluation Process" means, process for selection of Successful Plan.

**"Equity"** for the purpose of this RFRP, shall mean any amount invested in the Corporate Debtor towards subscription to issued and paid up equity share capital (including share premium) and shall also include any warrants or instruments compulsory convertible into or exchangeable with, the equity share capital, both present and future.

"Financial Creditor" shall mean the financial creditor, as defined under the IBC, of the Corporate Debtor.

"Group Company(s)" of any Company shall mean and include (i) a Company which, directly or indirectly, holds 26% (twenty six percent) or more of the share capital of the said Company or (ii) a Company in which the said Company, directly or indirectly, holds 26% (twenty six percent) or more of the share capital or(iii) a Company in which the said Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the said Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common Control with the said Company.

"Highest Evaluated Compliant Resolution Plan" shall mean a Resolution Plan(s) which are in compliance with the mandatory requirements of IBC and have scored the maximum weightage points in Evaluation Process as evaluated by the CoC.

- "IBBI" shall mean the Insolvency and Bankruptcy Board of India.
- "IBC" shall mean Insolvency and Bankruptcy Code, 2016, as amended from time to time.
- "Information Memorandum" shall mean the Information Memorandum (as defined in the IBC), as shared by the Resolution Professional with the Resolution Applicant(s) and as updated/ may be updated from time to time.
- "Insolvency Resolution Process Cost" shall have the meaning assigned to the term under the provisions of the IBC read together with the CIRP Regulations.
- "Insider Trading Regulations" shall mean the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- "Lead Member" shall mean the entity designated to be the lead member by the members of a consortium or a joint venture (whether incorporated or not) for submitting the Resolution Plan as a Resolution Applicant(s) on behalf of such consortium or joint venture, as may be applicable.
- "Other Creditors" shall mean a creditor other than Financial Creditor or Operational Creditor as per regulation9-A of CIRP Regulation.
- "Operational Creditor" shall mean, operational creditor, as defined under the IBC, of the Corporate Debtor.
- "Ordinary Course of Business" shall mean an action which is taken in the ordinary course of the Corporate Debtor's day-to-day operations in accordance with sound and prudent business practices, consistent with the past practices, that does not, individually or in the aggregate, result in a change in the turnover of the Corporate Debtor by more than 15% (fifteen percent) compared to the average turnover for the past 3 (three) financial years as set out in the audited financial statements of the Corporate Debtor for the past 3 (three) financial years.
- "Parent Company" shall mean a Company which Controls the Resolution Applicant(s), either directly or indirectly. In the event of a consortium being the Resolution Applicant(s), the Company which Controls the Lead Member shall be the Parent Company.
- "Request for resolution plans" means this document including all the appendices hereto, for the purposes of setting out the process for submission of Resolution Plan and selection of Successful Resolution Applicant(s)and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

- "Person" shall mean an individual, a partnership firm, an association, a corporation, a limited Company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.
- "Plan Validity Period" shall have the meaning ascribed to the term in clause 1.7.5 of this Request for resolution plans.
- "Resolution Applicant(s)" or "RAs" means, a Person who has submitted an EOI along with the affidavit in relation to declaration of eligibility under section 29A of the IBC, shortlisted by the Resolution Professional, in consultation with the Committee of Creditors of the Corporate Debtor, and invited to submit the Resolution Plan(s).
- "Resolution Debt Amount" means all claims against the Corporate Debtor admitted by the Resolution Professional, including any un-invoked bank guarantees not already admitted.
- "Resolution Plan Process" means the process set out in this RFRP for submission, evaluation and selection of Resolution Plan and activities in relation thereto.
- "Resolution Plan" means, a resolution plan submitted under section 30(1) of the IBC and which meets the Evaluation Criteria and the provisions of section 30(2) of the IBC and regulation 38 of the CIRP Regulations and any addendum issued thereafter;
- "Resolution Professional" means, Sarvesh Kashyap, the resolution professional of the Corporate Debtor appointed in accordance with Section 22(3)(b) of the IBC.
- "Resolution Process Advisor" means, Dr. A.G. Agarwal having his office at Usha Villa, Plot No. 76, Sector-II-B, Vaishali, Ghaziabad-201010, Mobile No.:9810033204
- "Representatives" shall include directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorized by such Person pursuant to corporate authorizations, powers of attorney, or contract.
- "RBI" shall mean the Reserve Bank of India.
- "Successful Resolution Applicant(s)" means, the Resolution Applicant(s) whose Resolution Plan is approved by the Committee of Creditors under sub section (4) of section 30 of the IBC and which the Resolution Professional shall submit to the Adjudicating Authority under sub section (6) of section 30 read with regulation39 of CIRP Regulations for approval.
- "Successful Plan" shall mean the Resolution Plan as approved by the Committee of Creditors, in accordance with the terms of this RFRP or such other additional terms as may be prescribed by the Committee of Creditors or the Applicable Laws, including documents and information, as may be required herein.

"Successful Resolution Applicant Contribution" shall mean the amount invested by the Resolution Applicant(s) as Equity or unsecured subordinated debt in the Corporate Debtor where such instruments shall not be entitled to repayment of the principal amounts of the debt or capital (excluding conversion of such subordinated debt into Equity of the Corporate Debtor), or be entitled to payment of interest, dividend or such other return on capital prior to payment, repayment or redemption of the entire Debt due to the Financial Creditors, except as permitted by the CoC in the Approved Resolution Plan, and/or liabilities arising under or pursuant to any instruments issued to the members, or any selected group of member, of the CoC in a manner acceptable to the CoC and the Adjudicating Authority. Payment against assignment of debt by Resolution Applicant will also be considered/counted as Successful Resolution Applicant Contribution.

"Site" shall mean all the immovable and movable properties at the facilities of the Corporate Debtor which includes assets [type of assets owned by the Corporate Debtor] owned, leased or occupied by the Corporate Debtor (as the case may be), for the purposes of conducting business in India.

"Site Visit" shall mean a visit to the Site.

"SEBI" shall mean the Securities and Exchange Board of India.

"Transfer Date" shall mean the date on which the Resolution Plan is approved by the Adjudicating Authority and the conditions precedent required to make the Successful Resolution Applicant(s) Contribution as set out in the Resolution Plan have been satisfied by the Successful Resolution Applicant(s), in accordance with the terms of the RFRP and the Definitive Agreements and in accordance with the Applicable Law.

"Ultimate Parent" shall mean a Person which Controls, either directly or indirectly the Parent Company, Group Company, or Affiliates of the Resolution Applicant(s).

"Unpublished Price Sensitive Information" or "UPSI" shall have the meaning ascribed to the term in the Insider Trading Regulations.

"Upfront Cash Recovery" shall mean that portion of Successful Resolution Applicant(s) Contribution that is infused in the form of Equity or unsecured subordinated debt in the Corporate Debtor and [is paid to creditors of the Corporate Debtor within 30 days of Transfer Date]. [Payment against assignment of debt within 30 days of Transfer Date by Resolution Applicant will also be considered/counted as Upfront Cash Recovery]. If Upfront Cash Recovery is by way of debt, then the Resolution Plan shall be accompanied by a letter of commitment from a bank or demand draft at the time of submission of such Resolution Plan. If Upfront Cash Recovery is byway of Equity, then the Resolution Plan shall be accompanied by letter of commitment in the Resolution Plan.

"Voting Share" shall have the meaning ascribed to the term under the IBC.

#### **RESOLUTION PLAN PROCESS**

This RFRP is intended for all Resolution Applicant(s) who have signed Confidentiality Undertaking. This RFRP is issued by the Resolution Professional, in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting].

- 1.1.1 Under the Resolution Plan Process, access to Information Memorandum and Data Room containing additional information on the Corporate Debtor will be provided to the Resolution Applicant(s) to undertake due diligence of the business and operations of the Corporate Debtor pursuant to the Resolution Applicant(s) having provided a declaration that it is not ineligible under section 29A of the IBC or any provision of the IBC or Applicable Laws to submit Resolution Plan.
- 1.1.2 The Resolution Applicant(s) or representatives of the Resolution Applicant(s), who are / is desirous of under taking a Site Visit of the Corporate Debtor or management interaction shall intimate the Resolution Professional of such Site Visit/management meet at least two days prior to the scheduled Site Visit/management meet. The Resolution Professional shall endeavor to facilitate a Site Visit/management meet on best effort basis and will intimate the Resolution Applicant regarding the date of the Site Visit/management meet, as may be applicable.
- 1.1.3 The Resolution Applicant(s) may depute a team comprising of personnel in the employment of the Resolution Applicant(s) or its consultants for such a visit to the Site. The Resolution Applicant(s) is expected to make its own arrangements including accommodation for the Site Visits. All costs and expenses incurred in relation to Site Visits shall be borne by the Resolution Applicant(s).
- 1.1.4 Notwithstanding anything to the contrary contained in this RFRP, the Resolution Professional and/or the CoC shall have no obligation to arrange and/or facilitate a visit to the Site or meeting with promoters of the Corporate Debtor for the Resolution Applicant(s).
- 1.1.5 It is hereby clarified that no separate meeting or telephonic conversation / email with the Resolution Applicant(s) shall be entertained by the Resolution Professional for the purposes of providing clarifications with respect to any such Site Visit or any meeting with the management of the Corporate Debtor. The Resolution Applicant (s) may carry out its own comprehensive due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Corporate Debtor, assets, relevant documents, information, etc. whether or not the Resolution Applicant(s) actually inspects or participates in the Site Visit or verifies the documentation provided by the Resolution Professional. The Resolution Applicants shall be deemed to have conducted due diligence with respect to all aspects of the Corporate Debtor, including Site Visit, when they submit the Resolution Plan. No claims, allegations or otherwise shall be

- entertained by the Resolution Professional/CoC on account of the Resolution Applicant (s) not taking the Site Visit.
- 1.1.6 The Resolution Plan shall be submitted by the Resolution Applicant(s) in sealed envelopes as provided in para 1.7.9. All documents required to be submitted by the Resolution Applicant(s) pursuant to this RFRP, including the Resolution Plan, shall be signed by an authorized signatory of the Resolution Applicant(s) and supported by evidence of authority of such person.
- 1.1.7 It is hereby clarified that, acceptance and evaluation by CoC of any Resolution Plan received by the Resolution Professional after the Binding Plan Due Date (defined in Clause 1.11 below) shall be subject to sole discretion of the CoC. The CoC may at its discretion, reject or further evaluate such Resolution Plans.
- 1.1.8 The Resolution Professional shall, as per the IBC, examine each Resolution Plan received for their mandatory compliance with the provisions of the IBC, and the CIRP Regulations and present all Compliant Resolution Plans to the CoC for its consideration. The Resolution Plans presented by the Resolution Professional to the CoC shall be considered, evaluated, assessed and may be approved by the CoC as per the provisions of IBC and CIRP Regulations.

## 1.2 Examination and evaluation of Resolution Plan

- 1.2.1 Resolution Professional shall examine the Resolution Plan submitted by the Resolution Applicant(s), in accordance with the IBC and CIRP Regulations and place all Resolution Plans that conform to the provisions of the IBC and the CIRP Regulations and the Applicable Laws, before the CoC. The CoC will evaluate the Resolution Plan in accordance with the Evaluation Criteria and the provisions of the IBC and the CIRP Regulations and this RFRP. The Committee of Creditors will satisfy themselves about the credentials and antecedents of the Resolution Applicant(s) and the viability and feasibility of their Resolution Plan.
- 1.2.2 The CoC reserves its right to negotiate with the Resolution Applicant(s) to achieve best outcome of the Resolution Plan Process.

# 1.3 Amendment to the Request for Resolution Plans

1.3.1 At any time before the approval of the Resolution Plan by the Committee of Creditors, the CoC may, for any reason whatsoever, amend, modify or supplement this RFRP or the Evaluation Criteria. The amendment, modification or supplementary information shall be notified by email or website or Data Room to the Resolution Applicant(s) and such amendments shall form part of this RFRP, Evaluation Criteria and the Resolution Plan Process and will be binding on the Resolution Applicant(s).

# 1.4 Right to verify the Resolution Plan

- 1.4.1 Resolution Professional shall, as per the IBC and CIRP Regulations, examine each Resolution Plan received along with other documents/ information as submitted by Resolution Applicant(s) for their mandatory compliance with the provisions of the IBC and the CIRP Regulations. Resolution Professional shall not present the Resolution Plan to the CoC for approval as per section 30 (3) of the IBC where it is found non- compliant with the mandatory requirements as stated in the IBC and/ or CIRP Regulations.
- 1.4.2 Notwithstanding anything stated in this RFRP to the contrary, the Resolution Professional and the CoC reserve the right to verify, at any stage of the process, the antecedents of the Resolution Applicant(s) and such other persons connected with the Resolution Applicant(s) in submitting the Resolution Plan, the eligibility of the Resolution Applicant(s), the authenticity of the documents submitted by the Resolution Applicant(s) and, may request additional information or documents, as may be required by them for the purposes of verifying the antecedents, eligibility and the representations made in the Resolution Plan submitted. The Resolution Professional and CoC reserve the right at their sole discretion to contact the Resolution Applicant(s) bank, Financial Creditor, financing institutions and any other person as may be required or expedient to verify the information or document as submitted by the Resolution Applicant(s) as part of its Resolution Plan, for the purpose of the Resolution Plan Process, and the Resolution Applicant(s) consents to the same.

# 1.5 Right to disqualify and accept or reject any or all Resolution Plans

1.5.1 Notwithstanding anything contained in this RFRP, the CoC reserve the absolute right to (i) disqualify any Resolution Applicant(s) that is found to have made a false disclosure or made any misrepresentation with regard to its eligibility to participate in the process or submit Resolution Plan at any stage of the process; (ii) accept any Resolution Plan, with or without modification; (iii) reject any Resolution Plan and record reasons for rejection; (iv) call upon the Resolution Applicant(s) to submit a revised Resolution Plan; or (v) select or approve any proposal or Resolution Plan, as it may deem fit, at any time, without any liability or any obligation for such acceptance or rejection without assigning any reasons for such actions.

# 1.5.2 The Resolution Applicant(s) should note that:

i. Where an Resolution Applicant(s) has submitted an incomplete Resolution Plan, which does not meet the requirements set out in this RFRP, provisions of the IBC or the CIRP Regulations, or conceals any material information, makes a wrong statement, misrepresents facts or makes a misleading statement in the Resolution Plan, in any manner whatsoever, Resolution Professional / the CoC reserves the right to reject such Resolution Plan.

- ii. If for any reason whatsoever, the Resolution Plan submitted by the Resolution Applicant(s) or the Successful Resolution Applicant(s) is rejected, the CoC may:
  - a. consider the offer from any other Resolution Applicant(s), whose Resolution Plan is responsive and valid, including any deviations/amendments to the Resolution Plan, as may be acceptable to the CoC; or
  - b. take any such measure as may be deemed fit at the sole discretion of CoC.
- iii. [The CoC shall have no obligation to undertake or continue the Resolution Plan Process with the Resolution Applicant(s) having the Highest Evaluated Compliant Resolution Plan and further it shall have discretionary rights to engage in negotiations/ discussions with other Resolution Applicant(s) having a Compliant Resolution Plan].
- iv. If any Resolution Plan is received by the Resolution Professional from any eligible Resolution Applicant(s) at any stage of the Resolution Plan Process, the Resolution Professional would be free to examine such Resolution Plan with the approval of CoC and the Resolution Applicant(s) will not have any right to object to submission or consideration of such plan.
- v. If the Resolution Professional receives only a single Resolution Plan, then CoC have the discretion to either discuss with the said Resolution Applicant(s) who has submitted such Resolution Plan or any other person, on the terms of the Resolution Plan.

#### 1.6 Clarifications

- 1.6.1 While the data/ information provided in this RFRP& Data Room has been prepared and provided in good faith, the Resolution Professional, Resolution Process Advisor and the members of CoC shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Resolution Applicant(s) by any act or omission on their part.
- 1.6.2 Resolution Applicant(s) requiring any clarification on this RFRP, Resolution Plan Process, submission of the Resolution Plan or on the Corporate Debtor shall email such request for clarification to <a href="mailto:intellicitycirp@gmail.com">intellicitycirp@gmail.com</a> latest by the date mentioned in Section 1.11.

- 1.6.3 The CoC may, if deemed necessary, issue interpretations and clarifications to the Resolution Applicant(s). All clarifications and interpretations issued by the CoC shall be deemed to be part of the RFRP if provided in writing or through Data Room. Verbal clarifications and information provided by theCoC or their employees shall not in any way or manner be binding on the CoC or be deemed to amend this RFRP.
- 1.6.4 It is expected that the Resolution Applicant(s) shall have undertaken an independent due-diligence and appraisal of the Corporate Debtor for participation in the Resolution Plan Process and shall not rely on the information provided by the Resolution Professional.

# 1.7 Preparation and Submission of Resolution Plan

- 1.7.1 Language: The Resolution Plan and all related correspondence and supporting RFRP in relation to the Resolution Plan Process shall preferably be in English language.
- 1.7.2 The Resolution Applicant (s) is required to submit information in accordance with this RFRP, and in accordance with the IBC and the CIRP Regulations wherever relevant, and shall sign each page of all the Resolution Plan and the documents attached to it. Resolution Applicant(s) should provide such information in order to satisfactorily establish its eligibility, competence and suitability for submission of the Resolution Plan for the Corporate Debtor.
- 1.7.3 All requisite forms, documents, authorizations should be duly signed by the authorized signatory of the Resolution Applicant and appropriately stamped. The authorized signatory shall have a designation of no less than a director of the Resolution Applicant supported by evidence of such authority by way of a board resolution authorizing such director. The authorized signatory may also be a person holding a designation equivalent to a key managerial person (as defined under the Companies Act, 2013) authorized in terms of a power of attorney in his favor executed under the authority of a board resolution of the Resolution Applicant. The Resolution Applicant should provide information sought herein in order to satisfactorily establish the Resolution Applicant's competence and ability to manage and operate the Corporate Debtor to the satisfaction of the Resolution Professional / COC. Strict adherence to forms, documents, or authorizations wherever specified in the RFRP, is required. Non adherence to forms, documents or authorizations and / or submission of incomplete information may be grounds for declaring that particular Resolution Plan non-responsive.
- 1.7.4 A Resolution Plan once submitted by the Resolution Applicant(s) cannot be amended by the Resolution Applicant(s) unless it is required to be done pursuant to a request for additional information or clarification sought by the Resolution Professional or the CoC.

- 1.7.5 A Resolution Plan once made/ submitted shall be valid for not less than 6 (six) months from the Binding Plan Due Date including any revision to such Binding Plan Due Date ("Plan Validity Period") or the approval of the Resolution Plan by the Adjudicating Authority, whichever is later. In case of extension of Binding Plan Due Date by the CoC, the validity period of the Resolution Plan shall also be deemed to be extended for a period of 6 (six) months from such revised Binding Plan Due Date. It is clarified for abundant caution that the Resolution Plan approved by the CoC shall not be subject to any expiry and shall remain valid and binding on the Successful Resolution Applicant.
- 1.7.6 A Resolution Plan submitted by a Resolution Applicant(s) shall be irrevocable and binding on the Resolution Applicant(s). No modification, alteration, amendment or change may be made to a Resolution Plan submitted by a Resolution Applicant(s) except as specifically provided in this RFRP.
- 1.7.7 In case of submission of the Resolution Plan by a consortium (whether incorporated or not), the Resolution Plan along with all requisite documents required to be submitted pursuant to this RFRP shall be signed by an authorized signatory of the lead member of such consortium. The authorized signatory shall have a designation of no less than a director of the lead member of the consortium supported by evidence of such authority by way of a board resolution authorizing such director. The authorize signatory may also be a person holding a designation equivalent to a key managerial person (as defined under the Companies Act, 2013) authorized in terms of a power of attorney in his favor executed under the authority of a board resolution of such lead member of the consortium. In event the Resolution Applicant(s) is a consortium, it shall comply with the following requirements:
  - a. A Person cannot be part of more than one consortium submitting Resolution plans for the Corporate Debtor.
  - b. Consortium shall submit the copy of consortium agreement entered into between the consortium members, setting out the respective obligations of the consortium members, and shall be in accordance with the RFRP.
  - c. Each member of the consortium shall nominate and authorize the Lead Member to represent and act on behalf of the members of the consortium, receive instructions and submit the Resolution Plan on behalf of all the consortium members including prepare and submit all related documents / clarifications and to negotiate with the members of the CoC, for and on behalf of the consortium, and to agree and finalize the terms and conditions of the Resolution Plan.

- d. The Lead Member shall be the single point of contact on behalf of the consortium with the Resolution Professional, Resolution Process Advisor and the CoC in connection with all matters pertaining to the consortium; and if an intimation of approval is issued to such consortium then such intimation of approval shall be issued to the Lead Member on behalf of the consortium.
- e. In the event that a consortium is selected as the Successful Resolution Applicant(s) by the CoC, the consortium shall identify/incorporate a special purpose Company (being a limited liability Company incorporated under the Companies Act, 2013) ("SPC"). SPC and/or the Corporate Debtor (as the case may be) shall enter into the relevant Definitive Agreements and shall implement the Approved Resolution Plan. The Consortium shall collectively hold entire share capital and the ownership interest in the SPC with a minimum lock in period of 3 (Three) years. The SPC shall contribute, hold and maintain 51% or more of the shares and voting rights of the Corporate Debtor, with a minimum lock in period of 3 (Three) years, and control the management and affairs of the Corporate Debtor.
- f. No change in consortium shall be allowed without prior approval of the Financial Creditor (which shall be banks, financial institutions and Creditors in a class which are Financial Creditor to the Corporate Debtor at such time, if any) by requisite majority required under IBC.
- g. No change in shareholding or Control of the SPC shall be permitted without prior approval of Financial Creditors (which shall be banks, financial institutions and Creditors in a class which are Financial Creditor to the Corporate Debtor at such time, if any) by requisite majority required under IBC. Provided that inter-se transfer of shareholding shall be permitted with prior intimation to the Financial Creditor (which shall be banks and financial institutions which are Financial Creditor to the Corporate Debtor at such time, if any).
- h. There shall be no change in SPC's shareholding in the Corporate Debtor or change in Control of the Corporate Debtor, without prior approval of the Financial Creditors (which shall be banks and financial institutions which are Financial Creditor to the Corporate Debtor at such time, if any)
- i. All the members of the consortium shall be jointly and severally liable in respect of obligations under the RFRP, the Resolution Plan and for the implementation of the Approved Resolution Plan.

- j. All the members of the consortium shall issue a power of attorney in the format provided in herein (Appendix 6A) for appointing the Lead Member of the consortium.
- k. In an event any member of the consortium is disqualified under this RFRP, a decision on the disqualification of the other members of the consortium shall be at the discretion of the CoC.
- I. No dispute amongst the constituents of the consortium (including the Lead Member), shall affect the obligations of the consortium and / or the members of the consortium under this RFRP and the Resolution Plan.
- 1.7.8 A Person can submit Resolution Plan (s), either individually as a Resolution Applicant(s), and/or as a constituent of a consortium.

# 1.7.9 Sealing and Marking of Resolution Plan

Each Resolution Plan, printed single-sided, shall be submitted in Single Sealed envelope containing all requisite forms, formats, documents, authorizations as mentioned in Appendix-2. Envelope should bear the following transcript:

"Resolution Plan for Intellicity Business Park Pvt. Ltd."
Attn. of: Sarvesh Kashyap, Resolution Professional
Address: 101, Nipun Plaza, Sector-1, (Nr. Max Hospital) Vaishali,
Ghaziabad-201010

"Name of the Resolution Applicant(s) ......"

All envelopes used by the Resolution Applicant(s) for the purpose of any submission and communication should be adequately sealed to prevent any interference/tampering while in transit. The Resolution Professional shall assume no responsibility for the delay in submission of Resolution Plan or misplacement or premature disclosure of the contents of the Resolution Plan and consequent losses, if any, suffered by the Resolution Applicant(s).

The Resolution Plan shall also be submitted in electronic form by enclosing two password protected pen drives (which shall include the Resolution Plan, detailed financial model along with assumptions and other necessary documents) within the sealed envelope along with the password.

The sealed envelopes would be opened by the Resolution Professional on the next day of the last date of submission of Resolution Plan in the presence of Resolution Process Advisor and Authorised Representative of Financial Creditors in a class.

- 1.7.10 The Resolution Plan shall not be submitted by fax or email, and it is the responsibility of the Resolution Applicant(s) alone to ensure that the Resolution Plan along with necessary document is delivered at the address given under clause 1.7.9 within the stipulated time and date. The CoC and the Resolution Professional or any of their representatives are not responsible for non-receipt of correspondences in relation to Resolution Plan.
  - 1.7.11 The Successful Resolution Applicant(s) shall contribute, hold and maintain 51% or more of the shares and voting rights of the Corporate Debtor, with a minimum lock in period of 3 (Three) years, and control the management and affairs of the Corporate Debtor.
  - 1.7.12 A Resolution Plan submitted by Resolution Applicant(s) shall be unconditional in nature. It is hereby clarified that any conditionality in the Resolution Plan shall lead to rendering of that particular Resolution Plan as non- responsive, and accordingly the CoC shall have the right to reject such Resolution Plan.
  - 1.7.13 In case a Resolution Plan provides for deferred payment, the Resolution Plan should ensure that charge created on assets of the Corporate Debtor shall continue and such charge shall only be released on receipt of full payment on respective date as specified in the Resolution Plan.

# 1.8 Bank guarantee / Earnest Money Deposit to be submitted along with Resolution Plan

- 1.8.1 Resolution Applicant(s) shall provide a Bank guarantee / Earnest Money Deposit of INR 1,00,00,000/- (Indian Rupees One Crore only) in favor of Intellicity Business Park Private Limited (hereinafter referred to as the "Binding Submission Bond Guarantee" or "BSBG"). The BSBG should be payable at New Delhi and should be executed from Scheduled Bank located in India. The BSBG shall be valid for the Plan Validity Period and shall be renewed / extended by the Resolution Applicant(s) for a period as may be required by the CoC ("BSBG Validity Period"). The BSBG shall have a claim period of 30 days after the BSBG Validity Period. The form of the BSBG shall be as per the Format indicated in Appendix-3. The Resolution Process Advisor will hold the BSBG in trust on behalf of the CoC.
- 1.8.2 It is hereby clarified that non-submission of the BSBG by the Resolution Applicant(s), along with the submission of the Resolution Plan, shall lead to rendering of that particular Resolution Plan as nonresponsive, and accordingly the CoC shall have the right to reject such Resolution Plan.
- 1.8.3 Provided further that payment of the amount of the BSBG by a Parent Company shall be accompanied by a letter in the format as set out in Format-Appendix-7 (BSBG payment by a Parent Company) of this RFRP, which shall be acknowledged by the Resolution Applicant(s) in the format as set out therein.

1.8.4 Provided further that where the payment of the amount of the BSBG by a Parent Company is made on behalf of the Resolution Applicant(s), and is due to be refunded in terms of this RFRP, such refund shall be returned to the Parent Company.

## 1.8.5 Return of BSBG

The BSBG of the Resolution Applicant(s), who has not been selected as the Successful Resolution Applicant(s), shall be returned within 7 days after the date of declaration of the Successful Resolution Applicant(s) or the end of the Plan Validity Period, whichever is earlier.

## 1.8.6 Return of BSBG to the Successful Resolution Applicant(s)

The BSBG shall be returned to the Successful Resolution Applicant(s), upon submission of Performance Guarantee by the Successful Resolution Applicant(s).

# 1.8.7 Forfeiture of BSBG of the Successful Resolution Applicant(s)/Resolution Applicant(s)

The Resolution Professional shall be entitled to invoke the BSBG where:

- (a) the Successful Resolution Applicant(s)/Resolution Applicant(s) fails to extend the validity of the BSBG as may be required by the CoC, or
- (b) Successful Resolution Applicant(s)/Resolution Applicant(s) fails to submit the Performance Guarantee within the stipulated time; or
- (c) Successful Resolution Applicant(s)/Resolution Applicant(s) is found to have made a false or misleading representation or statement
- (d) in case of any other noncompliance with the Resolution Plan Process by the Successful Resolution Applicant(s)/Resolution Applicant(s).
- 1.8.8 It is clarified that any invocation of the BSBG by the Resolution Professional shall not limit any rights or remedies that the CoC may have under Applicable Law or otherwise, against any Resolution Applicant(s) or Successful Resolution Applicant(s), as the case may be.

### 1.9 Performance Guarantee

1.9.1 Within 10 days of the date of approval of the Successful Plan by the CoC, the Successful Resolution Applicant(s) shall provide a Performance Guarantee of INR 10,00,00,000/- (Indian Rupees Ten Core only) or 10% of total value of Resolution Plan, whichever is less in favor of M/s Intellicity Business Park Private Limited, ("Performance Guarantee"). The Performance Guarantee should be payable at New Delhi and should be executed from Scheduled Bank located in India. The form of the Performance Guarantee shall be in the form provided in Appendix-4. In case

Resolution Applicant is unable to give Performance Guarantee, they can transfer the said amount in the Bank account of M/s Intellicity Business Park Private Limited. The Performance Guarantee shall be valid for an initial period of *one year* from the date of approval by the CoC and shall be extended / renewed by the Successful Resolution Applicant(s) for such period until 100% (one hundred percent) of the Successful Resolution Applicant(s) Contribution is made by the Successful Resolution Applicant(s) in accordance with the Resolution Plan ("Performance Guarantee Validity Period"). The Performance Guarantee shall have a claim period of 30 days after the Performance Guarantee Validity Period.

- 1.9.2 The CoC shall have the right to invoke the Performance Guarantee by issuance of a written demand in the prescribed format to invoke Performance Guarantee. The Performance Guarantee can be invoked at any time, if (a) any of the conditions under the Resolution Plan are breached; or (b) non-receipt of required approvals within the timelines specified in the Resolution Plan or if the Resolution Plan is not effective due to any approval required by the Resolution Applicant(s) to give effect to the Resolution Plan; or (c) Successful Resolution Applicant(s) fails to make payment under Regulation 38(1) of the CIRP Regulations. The Performance Guarantee shall be returned in a period of 30 working days upon infusion of Successful Resolution Applicant.
- 1.9.3 Provided further that the payment of the Performance Guarantee by a Parent Company shall be accompanied by a letter in the format as set out in Appendix-8 (Performance Guarantee payment by a Parent Company) of this RFRP, which shall be acknowledged by the Resolution Applicant(s) in the format as set out therein.
  - 1.9.4 Provided further that where the payment of the amount of the Performance Guarantee by a Parent Company is made on behalf of the Resolution Applicant(s), and is due to be refunded in terms of this RFRP, such refund shall be returned to the Parent Company.
  - 1.9.5 Non-submission of the Performance Guarantee by the Successful Resolution Applicant(s), as per the provisions of the Clause 1.9.1, will lead to rendering of resolution Plan by such Resolution Applicant(s) as non-responsive, and the CoC shall have the right to reject the Resolution Plan.

# 1.10 Binding Plan Due Date

The Resolution Plan should be submitted before XXXX Hours IST on the date mentioned in the Clause 1.11 (referred to as the "Binding Plan Due Date"), at the address provided in Clause 1.7.9 above in the manner and form as detailed in this RFRP. The Resolution Professional may extend the Binding Plan Due Date by seeking the approval of the CoC, and will duly inform all the Resolution Applicant(s).

### 1.11 Schedule of Resolution Plan Process

S.	Event Description	Date
No		
1	Last date for submission of Binding Resolution Plans by the Resolution Applicant(s) ( <b>Binding Plan Due Date</b> ).	XX-XX-XXX

The schedule of the Resolution Plan Process may be changed or modified at the discretion of the CoC or Resolution Professional.

## 1.12 Terms and conditions for Participation

The Resolution Applicant(s) is deemed to have made the following acknowledgements and representations:

- 1.12.1 The Resolution Applicant(s) acknowledges that the CoC /Resolution Professional/ Resolution Process Advisor is neither providing any representation or warranty express or implied regarding the status of business, the business prospects or assets the Corporate Debtor nor do they have any obligation to give such representation or warranty in relation to the Corporate Debtor and the CoC/Resolution Professional/Resolution Process Advisor assume no liability whatsoever in this respect.
- 1.12.2 The Resolution Applicant(s) is in receipt of critical information including UPSI relating to the Corporate Debtor and that the Resolution Applicant(s) shall keep all such critical information, including the UPSI, confidential and shall not disclose or divulge such critical information or UPSI, to any Person.
- 1.12.3 The Resolution Applicant(s) shall use such critical information including UPSI relating to the Corporate Debtor only for the purpose of preparation and submission of the Resolution Plan, in accordance with the terms of this RFRP.
- 1.12.4 The Resolution Applicant(s) shall represent to the CoC that they have the necessary financial resources available for supporting the Resolution Plan that will be submitted by them and for any further infusion/contribution for additional funds into the Corporate Debtor as may be indicated in the Resolution Plan.
- 1.12.5 The Resolution Applicant(s) acknowledges that it shall fulfill all the terms of the RFRP, Resolution Plan Process and the Resolution Plan (as submitted by it and as accepted by the CoC), if it is declared as a Successful Resolution Applicant(s) upon the completion of the Resolution Plan Process.
- 1.12.6 The Resolution Applicant(s) confirms that the Resolution Professional, the members of CoC, Resolution Process Advisor, employees, and agents are indemnified for all

- acts done in good faith in respect of matters arising out of or in relation to the Resolution Plan Process. The indemnity will survive beyond the CIRP period.
- 1.12.7 The Resolution Applicant(s) represents to the CoC that it has/ they have obtained all requisite corporate permissions and regulatory approvals required for submission of the Resolution Plan and shall be required to submit the requisite supporting documents along with the Resolution Plan in this regard.
- 1.12.8 The Resolution Applicant(s) shall be evaluated on the basis of the declarations and/ or information and/ or RFRPs in relevant appendices of this RFRP, Evaluation Criteria, the provisions of the IBC and CIRP Regulations.
- 1.12.9 The Resolution Applicant(s) acknowledges that implementation of Approved Resolution Plan may be subject to approvals including approvals from the regulatory authorities (as amended from time to time), the CoC and the Adjudicating Authority, other regulatory approvals and the Resolution Applicant(s) shall, submit the necessary applications for obtaining all such approvals prior to the submission of the Resolution Plan of the Successful Resolution Applicant(s) for approval by the Adjudicating Authority, and shall obtain all such approvals prior to the Transfer Date.
- 1.12.10 The Resolution Applicant acknowledges that it shall submit the Resolution Plan in accordance with the provisions of the IBC and the CIRP Regulations. The Resolution Applicant(s) acknowledges that it shall pay consideration in accordance with the terms concluded as per negotiations between the CoC in accordance with the terms and conditions set out in the Definitive Agreements.

# 1.13 Mandatory Contents of the Resolution Plan

- 1.13.1 The Resolution Applicant(s) shall, in accordance with the IBC and the CIRP Regulations, in particular regulation 37 of the CIRP Regulation thereof provide in the Resolution Plan, all such details in the plan, including but not limited to those mentioned in Appendix-2, which shall be required to assess the viability and feasibility of the Resolution Plan by the CoC.
  - 1.13.2 In addition to the above, the Resolution Plan shall include the mandatory provisions prescribed in the IBC and CIRP Regulations or under Regulations, notifications or circulars of IBBI.

## 1.14 Other Essential Requirements

The Resolution Applicant(s) shall additionally include the following in the Resolution Plan:

1.14.1 Details of any required approvals and the timeline within which such required approvals will be obtained. The Resolution Applicant(s) shall bear the responsibility for the receipt of any required approvals for the implementation of the Resolution Plan.

- 1.14.2 Provide projections for the Corporate Debtor and provide for detailed income statement or profit and loss account and completion plan, a balance sheet, cash flow statement and debt service coverage calculations prepared on sound commercial principles along with the assumptions made for arriving at the projections in support of the Resolution Plan. CoC shall have the right to examine the feasibility, viability and such other parameters of the Resolution Plan, as may be specified under the IBC and may reject any Resolution Plan which does not meet such requirements. Resolution Applicant shall also provide for treatment of residual debt, treatment of existing security charge, etc.
- 1.14.3 Any other disclosure required to establish and asses the eligibility of the Applicant(s) under IBC and including under 29A of the IBC along with any supporting documents confirming the same.
- 1.14.4 Conforms to the requirements as specified under the IBC; and
- 1.14.5 Affidavit containing following details for the Resolution Applicant(s) and Connected Persons and in case of a consortium, for each consortium member and their Connected Persons, and for the following persons
  - i. Person who are promoters or in the management or control of Resolution Applicant(s)
  - ii. Persons who will be promoters or in management or control of the business of the Corporate Debtor during the implementation of the Approved Resolution Plan
  - iii. Holding Company, Subsidiary Company, Associate Company and Related Party of person referred to in items (i) and (ii):
  - iv. Identity;
  - v. Disclosure on being an undischarged insolvent under law in India or any law in a jurisdiction outside India;
  - vi. Disclosure on being declared as wilful defaulters (by banks/Financial Institutions ("FIs") or any other financial agency) in accordance with the guidelines laid down by the RBI, if any, or any law in a jurisdiction /outside India;
  - vii. Details of any director(s) disqualified under Companies Act, 2013 or any jurisdiction outside India;
  - viii. Details of any convictions for any offence; if any, during preceding 5 (five) years under any law in India or in a jurisdiction outside India;
  - ix. Details of any criminal proceedings pending; if any;

- x. Details of debarment, if any, from accessing to, or trading in, securities markets under any order or directions of the SEBI; Details of transactions, if any, with the Corporate Debtor in the preceding 2 (two) years;
- xi. Any other details as required to be provided under the Resolution Plan in terms of the IBC.

## 1.15 Disclosure

The Resolution Applicant(s) acknowledges that he has to be eligible under section 29A of the IBC (as amended from time to time) as on the date of submission of the Resolution Plan, consideration of its Resolution Plan by the CoC and its sanction by the Adjudicating Authority and shall make the necessary disclosure in the Resolution Plan. Each Resolution Applicant(s) is required to submit an Affidavit of eligibility under 29A of IBC, in a format set out in Appendix 10 (Affidavit) along with the Resolution Plan.

## 1.16 Confidentiality

- 1.16.1 All the information furnished in this RFRP and/or pursuant to the terms hereof shall be governed by the provisions of this RFRP and the Confidentiality Undertaking. Information relating to the examination, clarification, evaluation, and recommendation relating to the Resolution Plan or relating to the Resolution Applicant(s) shall not be disclosed by the Resolution Applicant(s) to any person who is not officially concerned with the Resolution Plan Process or is not a retained professional advisor.
- 1.16.2 This offer to participate in the Resolution Plan Process should be treated as confidential and should not be disclosed to outside parties. As provided in the Confidentiality Agreement entered into by the Resolution Applicant(s), under no circumstances should the officers or employees of the Corporate Debtor be contacted directly without the prior written consent of the Resolution Professional.

# 1.16.3 The Resolution Applicant(s):

- a. Agrees to use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information.
- Shall ensure compliance with Applicable Law and specifically with the IBC and the CIRP Regulations, with respect to Confidential Information received pursuant to this RFRP.

- c. Undertakes to make use of the Confidential Information solely for the purpose of the Resolution Plan or such other purpose pursuant to this RFRP and strictly comply with the Confidentiality Undertaking.
- d. Shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such Representatives who are expressly authorized by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis.
- e. Shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Resolution Applicant(s) or its Representative, except for sharing of Confidential Information as required in relation to this RFRP, as decided by the Resolution Applicant(s) or its Representative from time to time.
- f. Take all reasonable steps to ensure that it or its Representatives do not, directly or indirectly buy or sell shares or other securities of the other party in breach of the extant Insider Trading Regulations or engage in conduct in breach of Insider Trading Regulations.

## 1.17 Notes to the Resolution Applicant(s)

- 1.17.1 This RFRP constitutes an invitation for submission of Resolution Plan. Submission of Resolution Plan by Resolution Applicant(s) in a sealed envelope would constitute offer by such Resolution Applicant(s), on the terms set out in this RFRP.
- 1.17.2 The Resolution Plan shall be in compliance with sub section (2) of Section 30 of the IBC, the CIRP Regulations and other Applicable Law or such other condition as may be specified by the Insolvency and Bankruptcy Board of India.
- 1.17.3 The Resolution Plan shall be evaluated by the CoC inter alia on the basis of the declarations made and / or information submitted by the Resolution Applicant(s) and / or RFRP.
  - 1.17.4 The Resolution Professional and CoC reserve the right to conduct due diligence/know your customer verifications on the Resolution Applicant(s) at any stage of the Resolution Plan Process.
  - 1.17.5 The Resolution Applicant(s) will not provide alternate plans in the Resolution Plan and that the Resolution Plan constitutes of only one resolution plan for insolvency resolution of the Corporate Debtor.

- 1.17.6 This RFRP is issued upon an express understanding and agreement that the Resolution Applicant(s) shall use it solely for the purpose of preparation and submission of the Resolution Plan and for the purpose necessarily associated herewith and for no other purpose whatsoever.
- 1.17.7 Resolution Plan submitted by the Resolution Applicant(s) shall become the property of the CoC and they shall have no obligation to return the same to the Resolution Applicant(s). However, the BSBG submitted by the unsuccessful Resolution Applicant(s) shall be returned in accordance with and subject to the terms of this RFRP.
- 1.17.8 No change or supplemental information to the Binding Resolution Plan shall be accepted after the Binding Plan Due Date. The CoC may, at its sole discretion, ask for additional information/RFRP and/or seek clarifications from a Resolution Applicant(s), after the Binding Plan Due Date. Delay in submission of additional information and/or documents sought by the CoC shall make the Plan liable for rejection.
- 1.17.9 No extension of time shall be granted under any circumstances to the Resolution Applicant(s) for submission of the Resolution Plan including, but not limited to, on the grounds that the Resolution Applicant(s) did not obtain a complete set of this RFRP or on any other ground. The Resolution Professional may, with the approval of the CoC extend the timelines if expedient for obtaining the best Resolution Plan for the Corporate Debtor.
- 1.17.10 The entire Resolution Debt Amount assumed by the Resolution Applicant(s) in the Resolution Plan shall be binding on the Resolution Applicant(s). It is for instance clarified that the amount due to the operational creditors under a Resolution Plan shall be given priority in payment over financial creditors.
- 1.17.11 Resolution Applicant(s) understand and acknowledge that based on the financial projections provided in the Resolution Plan, the CoC may stipulate appropriate financial covenants.
- 1.17.12 This RFRP has not been filed, registered or approved in any jurisdiction and receipt of this RFRP by residents in jurisdictions outside India should inform themselves of and observe any applicable legal requirements as may be applicable to them.
- 1.17.13 The Resolution Applicant(s) should satisfy itself that the RFRP received by it is complete in all respects.
  - In the event that the RFRP or any part thereof is missing, the Resolution Applicant(s) shall notify immediately at <a href="mailto:intellicitycirp@gmail.com">intellicitycirp@gmail.com</a>. In the event such written notice is not received within 7 days from the date of issuance of this

- RFRP to the Resolution Applicant(s), RFRP received by the Resolution Applicant(s) shall be deemed to be complete in all respects.
- 1.17.14 The Resolution Applicant(s) should regularly visit the Data Room to keep themselves updated regarding clarifications / amendments / time extensions, if any, in relation to the Resolution Plan Process. The Resolution Applicant(s) are also advised to regularly visit the website of the Corporate Debtor.
- 1.17.15 All payments under this RFRP shall be made in INR (Indian Rupees). However, debt infusion in the Corporate Debtor as part of the Resolution Plan could be in foreign currency in accordance with the Applicable Laws.
- 1.17.16 The Resolution Applicant(s) shall ensure compliance with any amendment or clarifications to the IBC, or to any of the rules and regulations issued thereunder, as amended from time to time. If members of the CoC require any information, document, or other support from the Resolution Applicant(s), to comply with their obligations under the IBC or for the purposes of conducting any diligence, the Resolution Applicant(s) shall provide the same at its own cost between the submission of Resolution Plan till approval of the Resolution Plan by Adjudicating Authority, the Resolution Applicant(s) shall provide a certificate specifying that its financial capability continues to be sufficient for implementation of proposed Resolution Plan.
- 1.17.17 The Resolution Applicant(s) cannot unilaterally change / withdraw the Resolution Plan once submitted to the Resolution Professional.
- 1.17.18 If the Resolution Applicant(s) conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Resolution Plan, in any manner whatsoever, the CoC reserves the right to reject such Resolution Plan and forfeit/invoke the BSBG or Performance Guarantee. The Resolution Applicant(s) shall be solely responsible for such disqualification based on its declarations in the Resolution Plan.
- 1.17.19 This RFRP includes statements, which reflect the various assumptions arrived at on the basis of the information provided by the Corporate Debtor and the Resolution Applicant(s) is required to make its own assessments of the information provided. This RFRP does not purport to contain all the information required by the Resolution Applicant(s). The Resolution Applicant(s) should conduct independent investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFRP and obtain independent advice from appropriate sources, prior to making an assessment of the Corporate Debtor.
- 1.17.20 The Resolution Applicant(s) shall be deemed to have conducted due diligence exercise with respect to all aspects of the Corporate Debtor, including Site Visit, when they submit the Resolution Plan. Resolution Applicant(s) are invited to visit and inspect the Site at their own expense. Failure to undertake a Site Visit will not

be a valid ground to relieve the Resolution Applicant(s) subsequently after submission of its Resolution Plan nor shall it relieve the Resolution Applicant(s) from any responsibility for estimating the difficulty or costs of successfully fulfilling the terms and condition of Resolution Plan.

1.17.21 Distributing/ taking / sending / dispatching / transmitting this RFRP in certain foreign jurisdictions may be restricted by law, and persons in whose possession this invitation comes should inform themselves about, and observe, any such restrictions. Neither the Corporate Debtor, the Resolution Professional or theCoC or Resolution Process Advisor shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this RFRP. This RFRP has not been filed, registered or approved in any jurisdiction and recipients of this RFRP by residents in jurisdictions outside India should inform themselves of and observe any applicable legal requirements as may be applicable to them.

# 1.18 Resolution Plan Preparation Cost

The Resolution Applicant(s) shall be responsible for all the costs associated with the preparation of the Binding Resolution Plan and participation in the Resolution Plan Process. Resolution Professional or CoC or Resolution Process Advisor shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Resolution Plan Process.

# 1.19 Applicable Laws

It is the duty of the Resolution Applicant(s) to be satisfied with the regard to the applicability to Applicable Laws in respect of submission of Resolution Plan including the IBC and CIRP Regulations or any other law operational in India or in the jurisdiction of the country in respect of the Resolution Applicant(s).

#### PART II - RESOLUTION PLAN EVALUATION PROCESS

## 2.1 Resolution Plan Evaluation Process

- 2.1.1 The Evaluation Process of the Resolution Plan(s) submitted by the Resolution Applicant(s) shall comprise of the following steps:
  - a. Step I: Submission and Receipt of Resolution Plans, opening of sealed Resolution Plans, examination of the Resolution Plans with respect to compliance of IBC and CIRP Regulations by Resolution Professional and subsequent submission of the Compliant Resolution Plans by the Resolution Professional to the CoC;
  - b. **Step II**: Examination and evaluation of Compliant Resolution Plans by the CoC;

- c. **Step III**: Presentation of Resolution Plans by Resolution Applicants whose Compliant Resolution Plans have been submitted by Resolution Professional to CoC as may be deemed necessary and as advised by the CoC;
- d. Step IV: Negotiations by CoC with Resolution Applicant(s) having the [Top 3] (Three) Highest Evaluated Compliant Resolution Plan. Top Three Resolution Highest Evaluated Complaint Resolution Plan will be communicated their individual scores and their individual ranking only. Resolution Applicant(s) will not be communicated scores of other Resolution Applicant(s).
- e. **Step V**: Evaluation of the negotiated Compliant Resolution Plan by the CoC/ and approval of the Resolution Plan of Successful Resolution Applicant(s) by the CoC, Further evaluation of the negotiated Complaint Resolution Plan will be done using the same Evaluation Matrix forming part of Appendix-1 of this RFRP. In case of any change in the Evaluation Matrix, Resolution Applicant will be informed/intimated at least 15 days prior.
- f. **Step VI**: Declaration of Successful Resolution Applicant(s) and intimation to Successful Resolution Applicants(s);
- g. Step VII: Submission of the Performance Guarantee by the Successful Resolution Applicant(s);
- h. **Step VIII**: Approval of the Resolution Plan by the Adjudicating Authority and
- i. **Step IX**: Execution of Definitive Agreements with Successful Resolution Applicant(s) if any

The above Evaluation Process is only indicative and may be varied at the sole discretion of the CoC.

- 2.1.2 The Resolution Professional and the Resolution Process Advisor and CoC reserve the right to conduct due diligence on the Successful Resolution Applicant(s) with the assistance of external agencies at any stage of the Resolution Plan Process. The scope of the due diligence shall include but not be limited to the following parameters:
  - a. compliance with Applicable Laws;
  - b. submission of documents for the requisite 'know your customer' checks to the satisfaction of the Resolution Professional;
  - c. review of the financial capability of the Successful Resolution Applicant(s); and
  - d. Any other matter, which the Resolution Professional may deem fit or necessary.

- 2.1.3 The Resolution Plan submitted by the Resolution Applicant(s) shall be examined by the Resolution Professional for mandatory compliance with IBC, and CIRP Regulations and evaluated by the CoC based on the information and documents furnished by the Resolution Applicant(s), in accordance with the terms and conditions detailed in this RFRP as amended from time to time and any such other additional process the CoC may apply for evaluation.
- 2.1.4 The Resolution Plan shall be evaluated based on Evaluation Criteria and as per the conditions specified by the IBC and IBBI. The CoC reserves the right to amend or modify the criteria for the evaluation of the Resolution Plan submitted by the Resolution Applicant(s) at any stage of the process provided in the RFRP. In case of any amendment or modification in the criteria, the same shall be conveyed to the Resolution Applicant(s).

## **PART III - MISCELLANEOUS**

## 3. MISCELLANEOUS

- 3.1 This RFRP, the Resolution Plan Process and any Resolution Plan submitted hereto shall be governed by and construed in accordance with the laws of Republic of India and the Adjudicating Authority of (State) only shall have the exclusive jurisdiction over all disputes arising under, pursuant to or in connection with this RFRP or the Resolution Plan Process.
- 3.2 The CoC, in their sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:
- a) Suspend and/or cancel the Resolution Plan Process and/or amend and/or supplement the Resolution Plan Process or modify the dates or other terms and conditions set out in this RFRP:
- b) Consult with any Resolution Applicant(s) in order to receive clarifications or further information:
- c) Retain any information and/ or evidence submitted to the Resolution Professional by, on behalf of, and / or in relation to any Resolution Applicant(s);
- d) Cancel or disqualify the Resolution Plan submitted by the Resolution Applicant(s) at any stage of the Resolution Plan Process; or
- e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by, or on behalf of any Resolution Applicant(s).
- f) Request the Successful Resolution Applicant(s) to provide any additional documents or information in relation to the Proposed Transaction.
- 3.3 The Resolution Applicant(s) hereby agrees and releases the Resolution Professional, the CoC, Resolution Process Advisor, employees, agents, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities, in any way related to or arising

from the exercise of any rights or performance of any obligations set out under this RFRP, or in connection with the Resolution Plan Process, and waives any and all rights or claims the Resolution Applicant(s) may have in this respect, whether actual or contingent, whether present or in future.

# 3.4 Fraudulent and Corrupt Practices

3.4.1 The Resolution Applicant(s) and their representatives and the officers, employees, agents and advisers of the Resolution Applicant(s) shall observe the highest standard of ethics during the Resolution Plan Process and subsequently during the negotiations and execution of the definitive agreements.

Notwithstanding anything to the contrary, contained in this RFRP, CoC shall reject a Resolution Plan, without being liable in any manner whatsoever to the Resolution Applicant(s), if the CoC determine that the Resolution Applicant(s) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Resolution Plan Process.

In such an event, the CoC shall invoke the BSBG / Performance Guarantee, without prejudice to any other right or remedy that may be available to the CoC under this RFRP or Applicable Law.

## **PART-IV**

## CONDITIONS SUBSEQUENT TO APPROVAL FROM ADJUDICATING AUTHORITY

4.1 Pursuant to approval of Resolution Plan by the Adjudicating Authority under section 31 of IBC, the Successful Resolution Applicant(s) shall be required to comply with the following conditions, in accordance with the timelines set out in the plan approved by Adjudicating Authority:

## 4.1.1 Obtaining requisite Statutory and Regulatory Approvals

The Successful Resolution Applicant(s) shall be responsible for obtaining all the required approvals including but not limited to approval required from Competition Commission of India under Competition Act, 2002, if any, proposed by it in the Resolution Plan or required under the Applicable Law for implementation of Successful Plan, within 1 (one) year from the date of approval of Resolution Plan by the Adjudicating Authority or within such period as provided for in the law, whichever is later. Provided if the Resolution Plan contains provision for combination, as referred to in section 5 of the Competition Act, 2002, the Resolution Applicant shall obtain the approval of the Competition Commission of India under the Competition Act, 2002 prior to the approval of Resolution Plan by the Committee of Creditors and not otherwise.

## 4.1.2 Compliance with other terms of Resolution Plan.

# PART V NON-COMPLIANCE WITH CONDITIONS SUBSEQUENT

# 5. CONSEQUENCES OF NON-COMPLIANCE BY SUCCESSFUL RESOLUTION APPLICANT(S) WITH CONDITIONS SUBSEQUENT

Without prejudice to the consequences set out in section 33 of IBC, the Resolution Professional, CoC or Resolution Process Advisor or other authorised person may encash the Performance Guarantee provided by the Successful Resolution Applicant(s); and reserve right to take any other action if any under the Applicable Law including but not limited to cancel the Resolution Plan submitted by the Successful Resolution Applicant.

# **EVALUATION CRITERIA**

S.No.	Evalu	Score	Maximum	
			Obtained	Score
QUAN	TITATIVE PARAMETI	ERS		
1	Upfront (Within 90			
	Authority approving			
	infusion for Fina	ncial creditors in class-for		30
	construction and com			
		ant to be infused is Rs.50 Cr for		
		be given. If additional amount is		
		mark will be added for infusion		
	of every Rs. 10/- Cro			
2		for Financial Creditors in Class		
		completion of project (Based on		
	tiered rate of discoun	<del></del>		
	Period	Rate of Discount		10
	Upto one year	8%		
	>1=2 years	10%		
	>2=3 years	12%		
	TT C	00.1.) 6.11		
3	Upfront cash (within Allottees	90 days) for delay penalty for		10
4	NPV of cash for delay		10	
-	tiered rate of discoun			
	Period	Rate of Discount		10
	Upto one year	8%		10
	>1=2 years			
	>2=3 years	10%		
	72-5 years	1270		
5	NPV of payments m		10	
	Financial Creditors in	n Class (Based on tiered rate of		
	discount as per below	table)		
	Period	Rate of Discount		
	Upto one year	8%		
	>1=2 years	10%		
	>2=3 years	12%		
	m . 1			70
	Total of Quantitativ	e Parameters		70

QUAI	LITATIVE PARAMETERS	
6	Reasonableness of financial projections including feasibility	10
7	Standing of the bidding and flagship company including promoters and the directors (collectively referred to as "the group") and assessment of credibility	10
8	Real Estate experience and ability to turnaround distressed companies	10
	Total of Qualitative Parameters	30
	Total of Quantitative and Qualitative Parameters	100

Note:- Score on serial number 6 to 8 (under Qualitative parameters) shall be awarded by each member of CoC based on their voting percentage.

#### **APPENDIX 2**

### CONTENTS OF RESOLUTION PLAN

## SUGGESTIVE CHECKLIST FOR SUBMISSION OF BINDING RESOLUTION PLAN

- 1. Covering Letter for submission of Binding Resolution Plan along with an undertaking in the format specified at Appendix-5.
- 2. Power of Attorney/Board Resolution, as applicable to submit Binding Resolution Plan in the format specified in appendices.
- 3. Bank Guarantee / Earnest Money Deposit (Binding Submission Bond Guarantee)
- 4. Overview of the Resolution Applicant(s) [Resolution Applicant(s) to provide the brief overview about itself.]
- 5. and Ownership Structure of the Resolution Applicant(s)
- 6. Corporate structure of the Resolution Applicant(s), and Group Companies, affiliates, Parent Company and the Ultimate Parent Company of the Resolution Applicant(s)
- 7. Creditworthiness and financial capability of the Resolution Applicant(s) [Resolution Applicant(s) to provide the credit rating from credit rating agencies and other documents evidencing the creditworthiness of the Resolution Applicant(s) or other obligors under the Resolution Plan to infuse funds in the Corporate Debtor.]
- 8. Previous Experience [Resolution Applicant(s) to provide the details of investments in real estate sector as per EOI)]
- 9. Binding Resolution Plan
- 10. Indicative Timeline of Events for Implementation of Proposed Resolution Plan
- 11. Supervision of the Resolution Plan [Resolution Applicant(s) to provide the details about how it propose to supervise the implementation of the Resolution Plan]
- 12. Evidence of funding / monies available to fund the Resolution Plan i.e. evidence of available line of credit, term sheet, etc.)

#### Note:

# 1. Mandatory Contents of the Resolution Plan

The Resolution Applicant(s) shall prepare the Resolution Plan in accordance with the requirements of the IBC, the CIRP Regulations and this RFRP. The Resolution Plan shall mandatorily include details as set out in sub section (2) of section 30 of the IBC and regulation 38 of the CIRP Regulations, including, but not limited to, the following:

- 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
- b. provides for the management of the affairs of the Corporate Debtor after approval of the resolution plan
- c. The implementation and supervision of the resolution plan
- d. does not contravene any of the provisions of the law for the time being in force
- e. confirms to such other requirements as may be specified by the Board

A Resolution Plan shall also provide for the following:

- a. amount due to the operational creditors shall be given priority in payment over financial creditors
- b. term of the plan and its implementation schedule
- c. management and control of the business of the Corporate Debtor during its term
- d. adequate means for supervising its implementation
- e. a statement as to how it has dealt with the interests of all stakeholders, including Financial Creditors and Operational Creditors of the Corporate Debtor
- f. details of the Resolution Applicant and other connected persons to enable the committee to assess the credibility of the Resolution Applicant and other connected persons to take a prudent decision while considering the Resolution Plan for its approval.

## 2. Other details

The Resolution Plan shall provide for details on:

- a. Any infusion and/or arrangement of funds as may be required for working capital and expenditure requirements of the Corporate Debtor shall be in compliance of the following:
- i. In the event of infusion of debt, such debt shall be arranged without any obligation on members of CoC to provide such funds.

- ii. Any infusion of fresh equity for (a) improving operations, (b) debt repayment,(c) Capital expenditure & (d) any other purpose; shall be clearly specified along with the timelines for such infusion.
- iii. Any infusion of funds into the Corporate Debtor as part of the Resolution Plan shall be satisfactorily demonstrated including by way of firm financing proposals.
- b. Financial ability of the Resolution Applicant(s) including last 3 years annual report of relevant entities or the entities in which investments have been made in relevant sector [In line with EOI].
- c. Financial assumptions, Projections & Business plan for the Corporate Debtor
- d. Percentage Shareholding in Corporate Debtor offered to Financial Creditor by way of debt to equity conversion
- e. Prior Experience in managing/turning around of Companies including managerial competence, technical abilities, key management personal experience
- f. Indemnity for the CoC, Resolution Professional and Resolution Process Advisor for all acts done in good faith. The indemnity will survive the CIRP period.

**Snapshot of Salient Terms and Conditions of the Proposal are as below:** 

1.	Amount of upfront payment to creditors/ cash infusion for construction and completion of project * (Upfront Cash Recovery)	Rs. in crore
2.	Balance repayment obligations to creditors (other than upfront payment)	Rs.in crore
3.	Upfront Cash for delay penalty for allottees	Rs.in crore
4.	Payment schedule to all creditors other than financial creditors in class	Payment to Operational Creditors, employees, Government authorities, shareholders etc.
5.	Repayment/ construction Schedule	Time period when construction will be completed
6.	Security	Details to be mentioned for each instrument / facility

7.	Any equity being offered to Financial Creditor and terms for the same	Percentage of total shareholding being offered
8.	Amount of fresh equity being infused into the Corporate Debtor	a. Purpose – b. Amount – c. Timing of Infusion – d. Terms -
9.	Corporate Guarantee or additional collateral / security being offered by the Resolution Applicant	a. Amount - b. Name of Corporate Guarantor— c. External Credit Rating of Corporate Guarantor — d. Tenor of Corporate Guarantee
10.	Any third-party collateral being offered as additional security by the Resolution Applicant(s)	Description and value to be mentioned
11	Details of Key Management Personnel of the Resolution Applicant(s) with a brief description of experience in managing capital intensive assets	Details to be mentioned. Management team proposed to be involved in management of the Company to be separately mentioned and details provided
12	Details of prior experience of the Resolution Applicant(s) in managing real estate businesses	Details to be mentioned including years of experience. Global experience may be included
13	Brief description of successful turnaround case done in India or Abroad	(Detailed case studies may be appended to the plan)
14	Credit Rating of the Resolution Applicant (s) For Unrated Corporates, please provide details of Net worth For Funds please provide details of Assets Under Management	Credit Rating Letter to be Provided Statutory Auditor Certificate to be Provided for Net worth / AUM Resolution Applicant(s) should submit a satisfactory credit opinion from their lead/primary Banker. In case of joint bid/bidding under consortium, credit report of each JV partner should be submitted Resolution Applicant(s) should submit copies of last three audited annual reports. In case of joint bid/bidding under consortium, audited annual reports of each JV partner should be submitted

\*Upfront payment to be made to the creditors within 30 days of the Transfer Date.

In case of bidding in consortium, the above details to be provided for each member of the consortium.

[Resolution Applicant(s) to ensure that the terms provided are in compliance with Applicable Law including any change of such terms pursuant to discussions with CoC.]

We understand that the members of the CoC have further right to renegotiate the terms of this Resolution Plan and the decision of the CoC in selection of the Successful Resolution Applicant shall be final and binding on us.

Yours faithfully,

(Signature and stamp (on each page) of Managing	g Director/Full	time	Director	/Chief
Executive Officer of the Resolution Applicant(s))				
Name:				

Date: Place:

[Please also affix the common seal of Resolution Applicant(s)]

Insert name of the Resolution Applicant(s)] has been affixed in my / our presence oursuant to the resolution of the board of directors of [Insert name of the Resolution Applicant(s)], dated [•]
(Signature) Name: Designation:
WITNESS:

WITNESS: 1)					
(Signature)	 		 	 	
Name	 				
Designation	 				
Date:					
2)	 		 	 	
(Signature)					
Name	 	ı			
Designation	 				
Date:					

# **APPENDIX 3**

# FORMAT FOR BANK GUARANTEE

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)

In light of the Resolution Plan for (Name of the Corporate Debtor) submitted by
the provisions of the RFRP dated [•], issued by the Resolution Professional, in
consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date
of voting results] pursuant to meeting dated [Date of the CoC meeting], and any other
required RFRPs, the [Insert name and address of the bank
issuing the guarantee and address of the head office] ("Guarantor Bank") hereby agrees
unequivocally, irrevocably and unconditionally to pay to Bank, having its office
at(hereinafter referred to as "the Bank") forthwith on demand in writing
from the Bank or any officer authorised by it in this behalf, any amount up to and not
exceeding Rs (Rupees only) on behalf of M/s.
[Insert name of the Resolution Applicant(s)] ("Bank
Guarantee"), without any protest or demur, notwithstanding any dispute between the
Bank and the M/s [Insert the name of RA].
This Guarantee shall be valid and binding on the Guarantor Bank up to and
including[Insert date of validity of the Bank Guarantee] and shall in
no event be terminable, for any change in the constitution of the Guarantor Bank and/or
the Bank or for any other reasons whatsoever and the liability of the Guarantor Bank
hereunder shall not be impaired or discharged by any extension of time or variations or
alternations made, given, or agreed with or without our knowledge or consent, by or
between
Applicant(s)") and the Bank (acting on the instructions of the Committee of Creditors of
(Name of the Corporate Debtor), as defined under the RFRP).
Our liability under this Guarantee is restricted to [•] only. Our Guarantee shall remain in
force until
Guarantee as per clause 1.8 of the RFRP]. The Bank shall be entitled to invoke this
Guarantee up to [number of days] days from the last date of the validity of this Bank
Guarantee by issuance of a written demand to invoke this Guarantee.
The Overage Pauli beauty common by a superior that it also all not as a vive account of its addition
The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition
to the written demand from the Bank (made in any format) raised at the above-mentioned
address of the Guarantor Bank, in order to make the said payment to [●].
The Guarantor Bank shall make payment hereunder on first demand without restriction
or conditions and notwithstanding any objection by, [Insert name
of the Resolution Applicant(s)] and / or any other person. The Guarantor Bank shall not
require the Bank to justify the invocation of this BANK GUARANTEE, nor shall the
Guarantor Bank have any recourse against M/s [Insert the name of
the RA] in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at [State] shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Resolution Applicant(s), to make any claim against or any demand on the Resolution Applicant(s) or to give any notice to the Resolution Applicant(s) or to exercise, levy or enforce any distress, diligence or other process against the Resolution Applicant(s).

The Guarantor Bank hereby agrees and acknowledges that the Bank shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

	Guarantor Bank, through its authorised officer, has set its day of at	hand
Witness:	Signature	
Name and Address. Na	S .	
2 Name and Address	Designation with Bank Stamp	
For:	[Insert Name of the Bank]	
Banker's Stamp and Fu		

<sup>\*</sup>The Stamp paper should be in the name of the Guarantor Bank.

## **APPENDIX 4**

## FORMAT FOR PERFORMANCE GUARANTEE

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

# <Beneficiary Name>

1.	In consideration of[Insert name of the Successful Resolution
	Applicant(s) with address (hereinafter called the "Successful Resolution
	Applicant(s)") agreeing to undertake the obligations under the RFRP dated [•],
	issued by the Resolution Professional, in consultation with the CoC and pursuant
	to the approval of the CoC vide voting dated [date of voting results] pursuant to
	meeting dated [date of CoC meeting], (hereinafter called "RFRP") and any other
	required documents, issued by the Resolution Professional, in consultation with
	the CoC and pursuant to the approval of the CoC in respect of the Resolution Plan
	for M/s Intellicity Business Park Private Limited (hereinafter called the "Corporate
	<b>Debtor</b> ") the
	, <u>-</u>
	issuing the guarantee and address of the head office] (hereinafter called the
	"Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally
	to pay to M/s Intellicity Business Park Private Limited, having its office at
	(hereinafter referred to as "the Corporate Debtor") forthwith
	on demand in writing from any officer authorised by it in this behalf without any
	protest or demur, any amount up to and not exceeding Rs (Rupees
	only) on behalf of [Insert name of the
	Successful Resolution Applicant(s)] (hereinafter called "Performance
	Guarantee") against any and all loss and/or damage caused to or suffered by or
	would be caused to or suffered by the Company by reasons of any breach by the
	said Resolution Applicant(s) of any of the terms and conditions contained in the
	RFRP.

- 3. We undertake to pay to the Corporate Debtor, any money so demanded notwithstanding any dispute or disputes raised by the Successful Resolution

Applicant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

- 5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Successful Resolution Applicant(s) shall have no claim against us for making such payment.
- 6. We, the Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect for a period of [... (.....)] months from the date hereof and that it shall continue to be enforceable till all the dues of the Successful Resolution Applicant(s) in relation to the Resolution Plan and /or under or by virtue of the RFRP have been fully paid and its claim satisfied or discharged or till the Bank certifies that the Resolution Plan has been effected and that the terms and conditions of the RFRP have been fully and properly carried out by the said Successful Resolution Applicant(s). The Corporate Debtor shall be entitled to invoke this Performance Guarantee up to [... (.....)] days from the last date of the validity of this Performance Guarantee by issuance of a written demand to invoke this Performance Guarantee.
- 7. We, the Guarantor Bank, further agree that the CoC shall have the fullest liberty without our consent to vary any of the terms and conditions of the RFRP or to extend time of performance by the said Successful Resolution Applicant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said Successful Resolution Applicant(s) and to forbear or enforce any of the terms and conditions relating to the RFRP. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Successful Resolution Applicant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- 8. This Performance Guarantee shall be valid and binding on the Guarantor Bank and shall in no event be terminable by notice or any change in the constitution of

the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the parties. This Performance Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

- 9. This Performance Guarantee shall be interpreted in accordance with the laws of India and the courts at [State] shall have exclusive jurisdiction. The Performance Guarantor Bank represents that this Performance Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Performance Guarantor Bank in the manner provided herein.
- 10. This Performance Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this Performance Guarantee to take any action in any court or arbitral proceedings against the Successful Resolution Applicant(s), to make any claim against or any demand on the Successful Resolution Applicant(s) or to give any notice to the Successful Resolution Applicant(s) or to exercise, levy or enforce any distress, diligence or other process against the Successful Resolution Applicant(s).
- 11.We, [●], lastly undertake not to revoke this Performance Guarantee during its currency.

## NOTWITHSTANDING anything contained herein:

- 1. This Bank Guarantee shall be valid till............. [Insert the date of validity of the Performance Guarantee as per the RFRP].; and
- 2. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the......
- 3. This Performance Guarantee shall be extended from time to time for such period, as may be desired by the Bank. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Bank serves upon us a written claim or demand.

All claims under this Performance Guarantee shall be payable at [		1
-------------------------------------------------------------------	--	---

This Performance Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.  In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on this
Witness: 1 Signature Name and Address. Name:
2 Designation with Bank Stamp Name and Address
For:
Notes:

<sup>\*</sup>The Stamp paper should be in the name of the Guarantor Bank.

#### **APPENDIX 5**

## UNDERTAKING BY RESOLUTION APPLICANT(S)

[On the letter head of the Resolution Applicant(s) or Lead member in case of consortium]

# Resolution Applicant(s) Undertaking

To,

Mr. Sarvesh Kashyap Resolution Professional M/s Intellicity Business Park Private limited 101, Nipun Plaza, Near Max Hospital, Sector-1, Vaishali, Ghaziabad-201010 (U.P)

Dear Sir,

**Sub:** Resolution Applicant(s)' undertaking in relation to the Binding Resolution Plan in response to RFRP dated[•], issued by the Resolution Professional, in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting] ("RFRP")

- 1. We, [Insert name of the Resolution Applicant(s)] ("Resolution Applicant(s)"), refer to the RFRP and provide our unconditional acceptance of the terms and conditions of the RFRP as amended from time to time in accordance with the procedure set out under the RFRP, including but not limited to the Disclaimer contained in the RFRP. Further and in relation to the said RFRP and the Resolution Plan Process set out there under, the Resolution Applicant(s) undertakes, agrees and acknowledges that the Resolution Applicant(s) (collectively, the "Undertaking"):
- a) shall execute all such deeds and documents as may be required to be so executed pursuant to the completion of the Resolution Plan Process;
- b) has submitted the Binding Resolution Plan and other requisite documents strictly as per forms prescribed in the RFRP, without any deviations or conditions and without setting out any assumptions or notes qualifying the Resolution Plan;
- the Binding Resolution Plan shall be valid up to the end of the period set out under the RFRP;
- d) the Resolution Plan has been duly signed by a director of the Resolution Applicant(s) as a Representative or Power of Attorney holder, as applicable)

- e) has obtained all the corporate authorizations required or expedient under Applicable Law for the submission of the Resolution Plan;
- f) shall, except as otherwise required under the RFRP, upon being notified as the Successful Resolution Applicant(s), pay such amounts and consideration as set out in the Resolution Plan in the manner agreed to between the Resolution Applicant(s) and the CoC at terms mutually agreeable to CoC and the Resolution Applicant(s) strictly in accordance with the procedure set out under the RFRP;
- g) shall execute such agreement(s) as may be required, to the satisfaction of the Resolution Professional in accordance with the RFRP:
- h) has provided all information and data during this Resolution Plan Process, in a manner that is true, correct, accurate and complete and no such information, data or statement provided by the Resolution Applicant(s) is inaccurate or misleading in any manner; and
- i) has submitted a Binding Resolution Plan that conforms to the requirements of the RFRP as on the date of this Undertaking.
- 2. We further undertake and confirm that the Proposal submitted as part of the Binding Resolution Plan is unconditional and acknowledge and agree that the CoC reserves the right to negotiate terms with the Selected Resolution Applicant(s) and any decision taken by the CoC in relation to the Resolution Plan and the Resolution Plan Process shall be final and binding on the Resolution Applicant(s). Further, in addition to the undertaking set out under clause 1 (h) above, the Resolution Applicant(s) confirms that all the confirmations, declarations and representations made in the Binding Resolution Plan are valid as on the date of this Undertaking and acknowledge that the CoC may at their sole discretion be free to cancel our Binding Resolution Plan and encash the Earnest Money Deposit where such confirmations, declarations and representations are found to be incorrect or misleading.
- 3. Capitalised terms used herein but not defined shall have the meaning assigned to such term in the RFRP.

Thank you. Yours sincerely,
[Signature and name of Attorney]
Rubber stamp/seal of the Resolution Applicant(s)

## **APPENDIX 6**

### FORMAT FOR POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. Foreign companies submitting Binding resolution plans are required to follow the applicable law in their country.)

## POWER OF ATTORNEY

Know all men by these presents, We, [Insert name and address of the registered office of the Resolution Applicant(s)] ("Resolution Applicant(s)") do hereby constitute, appoint and authorize Mr./Ms. [Insert name and residential address of the attorney] who is presently holding the position of [●] as our true and lawful attorney ("Attorney"), to do in the name of the Resolution Applicant(s) and on the behalf of the Resolution Applicant(s), all such acts, deeds and things necessary in connection with or incidental to the submission of the Binding Resolution Plan or any other document as may be required under or pursuant to as per the provisions of the RFRP dated [•], issued by the Resolution Professional, in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting] ("RFRP"), including the signing and submission of Binding Resolution Plan and all other documents related to the Binding Resolution Plan, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Resolution Professional may require the Resolution Applicant(s) to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Resolution Professional, and represent the Resolution Applicant(s) and generally deal with the Resolution Professional and CoC with respect to the Binding Resolution Plan and the Binding Resolution Plan Submission Process, in accordance with the terms of the RFRP.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Resolution Applicant(s) and shall always be deemed to have been done by the Resolution Applicant(s).

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

Signed by the within named
[Insert the name of the Resolution Applicant(s)]
Through the hand of Mr
(Name, designation and address of the executant)
Duly authorised by the Board to issue such Power of Attorney
Dated this day of
Accepted

Signature of Attorney	
(Name, designation and address of the Attorney) Attested	
(Signature of the executant) (Name, designation and address of the executant)	
WITNESS  1 (Signature)  Name  Designation	
2 (Signature) Name Designation	
Signature and stamp of Notary of the place of execution	
Common seal of has been affixed in my / our presence pursuant to Boa of Director's Resolution dated	ard

# Notes:

(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the Resolution Applicant(s) and the same should be under common seal of the Resolution Applicant(s) affixed in accordance with applicable procedure.

Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorised by the Resolution Applicant(s) in this regard.

- (2) The person authorised under this Power of Attorney, in the case of the Resolution Applicant(s) being a public Company, or a private Company which is a subsidiary of a public Company, in terms of the Companies Act, 2013, with a paid up share capital of more than Rs. 5,00,00,000 (Rupees Five Crores only), should be the managing director / whole time director / manager appointed under section 203 of the Companies Act, 2013. In all other cases, the person authorised should be a director duly authorised by a board resolution duly passed by the Company.
- (3) In case of the Resolution Applicant(s) being a foreign Company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.

- (4) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.
- (5) Also, wherever required, the Resolution Applicant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the Resolution Applicant(s).
- (6) The Resolution Applicant(s) shall submit a power of attorney or such other equivalent authorisation as may be deemed to be adequate in the jurisdiction of incorporation of the Resolution Applicant(s).

# **APPENDIX 6(A)**

# FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER (In case of Consortium)

and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and

things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

	EREOF WE THE PRINC ATTORNEY ON THIS		
For For For	_ (Name & Title)		
Witnesses: 1 2 (Executants)	by all the Members of the 0	Consortium)	
	mp of Notary of the place	,	
Common seal of of Director's	has been aff	fixed in my / our preser	nce pursuant to Board
Resolution dated			
Notes:			

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- (2) Also, wherever required, the consortium members should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the consortium member.
- (3) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.

### FORMAT FOR BOARD RESOLUTION

(On the letter head of the Resolution Applicant(s))

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF [Insert name of the Resolution Applicant(s)] ("COMPANY") IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the expressions of interest dated [●] ("EOI"), and the subsequent RFRP dated [●],issued by the Resolution Professional, in consultation with the CoC and pursuant to the approval of the CoC vide voting dated [Date of voting results] pursuant to meeting dated [Date of the CoC meeting] (hereinafter called "RFRP") and any other required documents, issued on behalf of the Committee of Creditors in respect of inviting the Binding Resolution Plan for M/s Intellicity Business Park Private limited, the Company has been shortlisted by the Resolution Professional (acting on the instructions of the Committee of Creditors), for the purpose of submission of the Binding Resolution Plan.

In view of the above, the Board has resolved as follows:

"RESOLVED THAT any of the directors of the Company, be and is hereby authorised to take all the steps required to be taken by the Company for the submission of the Binding Resolution Plan in accordance with the terms of the RFRP, including the following:

- a) submit the Binding Resolution Plan and other requisite documents, in accordance with the terms of the RFRP;
- b) execute all other agreements, deeds, writings and power of attorney as may be required in relation to the RFRP, including any amendments or modifications as may be suggested by the Resolution Professional (on the instructions of the Committee of Creditors) and/or the Committee of Creditors to any of such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the RFRP;
- c) negotiate the terms and conditions for the acquisition of [Management Control or Asset Acquisition of the Corporate Debtor], with the members of the CoC;
- d) pay such amounts and consideration, in the manner as may be agreed with the CoC, in accordance with the procedure set out under the RFRP, for the purpose of acquisition of [Management Control or Asset Acquisition] of the Corporate Debtor; and to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the

purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

"RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of the Company]."

Certified to be true

# For the Company

### **Director(s) / Company Secretary**

#### Notes:

- (1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- (2) In case of the Board Resolution being provided by a Company incorporated in India, the Board Resolution shall to be notarized by a notified notary. In the event the Board resolution is from a Company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the Company.
- (3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution.

However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.

### THE STAMP PAPER SHOULD BE IN THE NAME OF THE GUARANTOR BANK.

#### **APPENDIX-7**

#### EARNEST MONEY DEPOSIT AMOUNT PAYMENT BY PARENT COMPANY

To,
Mr. Sarvesh Kashyap
Resolution Professional
M/s Intellicity Business Park Private limited
101, Nipun Plaza, Near Max Hospital,
Sector-1, Vaishali,
Ghaziabad-201010 (U.P)
[Copy to:]
[Insert name of the Resolution Applicant(s) with address]
Dear Sir,

**Sub:** Payment of the amounts of Earnest Money on behalf of the Resolution Applicant(s) in relation to the Resolution Plan of M/s Intellicity Business Park Private limited

The Parent Company here by represents and warrants that payment of amounts on behalf of the Resolution Applicant(s) is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the RFRP.

Thanking you
Yours sincerely
[Signature and name of the Authorized Officer of the Parent Company] Rubber stamp/seal of the Parent Company

ACKNOV	VLEDGMENT
We here	by acknowledge and confirm the statements set out above by the Parent y.
	Yours sincerely,
	[Signature and name of the Authorized Officer of the Resolution Applicant(s)]  Rubber stamp/seal of the Resolution Applicant(s)

#### **APPENDIX 8**

#### PERFORMANCE GUARANTEE AMOUNT PAYMENT BY PARENT COMPANY

To,
Mr. Sarvesh Kashyap
Resolution Professional
M/s Intellicity Business Park Private limited
101, Nipun Plaza, Near Max Hospital,
Sector-1, Vaishali,
Ghaziabad-201010 (U.P)
[Copy to:]
[Insert name of the Resolution Applicant(s) with address]

Dear Sir.

Sub: Payment of the amounts of the Performance Guarantee on behalf of the Resolution Applicant(s) in relation to the Resolution Plan of M/s Intellicity Business Park Private limited

The Parent Company hereby represents and warrants that payment of amounts on behalf of the Successful Resolution Applicant(s) is in compliance with Applicable Law. Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the RFRP.

Thanking you.	
Yours sincerely	,

[Signature and name of the Authorized Officer of the Parent Company]

Rubber stamp/seal of the Parent Company

ACKNOW	LEDGMENT
We hereby Company.	y acknowledge and confirm the statements set out above by the Parent
	Yours sincerely,
	[Signature and name of the Authorized Officer of the Resolution Applicant(s)]  Rubber stamp/seal of the Resolution Applicant(s)

# COMPOSITION AND OWNERSHIP STRUCTURE OF THE RESOLUTION APPLICANT(S) [In case of consortium, for each member of the consortium]

(On the letter head of the Resolution Applicant(s) duly stamped)

a. Corporate Details:

Please provide the following information for the Resolution Applicant(s):

i. Company's Name, Address, Nationality details:

Name	
Registered Office	
Website Address	
Corporate Identification Number, if any:	
Country of Origin	
Address for Correspondence	
Year and Date of Incorporation	
Company's Business Activities	
Name of the Representatives	
Name and details of all Connected	
Persons	
Telephone Number	
Email Address	
Fax No	

In case of a consortium, following details of the members of consortium shall be provided:

, , , , , , , , , , , , , , , , , , , ,	
Members of consortium	
Equity Interest (%) held or to be held in the consortium	
Nature of establishment of the member Member 1 (Lead Partner) Member 2	

[Please add extra rows if there are more than two members]

- ii. Please provide the following documents:
  - a) Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation of the Resolution Applicant(s) and all Connected Persons), including amendments, if any, certified by the company secretary, or equivalent or a director of the Resolution Applicant(s) (as an annexure to this Format)
  - b) Authority letter in favor of the Resolution Professional from the Resolution Applicant(s) authorizing CoC or the Resolution Professional or Resolution Process Advisor to seek reference from their respective bankers, Financial Creditor, financing institutions of the Resolution Applicant(s) and any other person.
  - c) Annual report or audited financials of the Resolution Applicant(s) and its group companies for the preceding 3 (three) years whose revenue and net worth numbers have been submitted as part of the Expression of Interest. In case of a financial investor / fund, in addition to the above, statutory auditor's certificate for Assets under Management as of immediately preceding financial year shall be provided.
  - d) If the Resolution Applicant(s) is a consortium, then copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments of each of the consortium member (certified by the company secretary or a director) (as attachment to this document).
  - e) Copy of permanent account number card of the Company (or equivalent identification for an overseas entity);
  - f) Credit opinion report from the principal bank of the Resolution Applicant and its Parent company,
  - g) External rating report if available, for the Resolution Applicant(s) and the Parent Company;
  - h) Names and Details of the directors of the Resolution Applicant(s), all Connected Persons and the Parent Company as per format below:

Name	
Designation	

Full Address	
DIN	
PAN	
Passport (The Resolution Applicant(s) shall submit photocopy of the passport for each of the Directors)	
Directorships in other companies	

 Details of Ownership Structure of the Resolution Applicant(s) and its relationship with all Connected Persons:

Details of persons owning 10% (ten percent) or more of the total paid up equity of the Resolution Applicant(s).

Name of the Resolution Applicant(s) ...... Status of equity holding as on

Name of Equity Holder	d % of Equity f Holding	Extent of Voting Control (%)
1.		
2.		
3.		

- Details of transactions, if any, of the Resolution Applicant(s) and/or any Connected Persons with the Company in the preceding two years;
- iii. Please clarify if the Resolution Applicant(s) and/or any Connected Person has been convicted of any offence in the preceding five years, and if so, please share all relevant details of the same.
- iv. Please clarify of there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the Resolution Applicant(s) and/or any Connected Person, and if so, please share all relevant details of the same.
- v. Please clarify if any of the promoters, shareholders, directors and/or key managerial personnel of the Resolution Applicant(s) and/or any Connected Person have been disqualified to act as a director under the provisions of the Companies Act, 2013, and if so, please share all relevant details of the same

- vi. Please clarify if the Resolution Applicant(s) and/or any Connected Person has been identified as a willful defaulter by any bank or financial institution or consortium thereof in accordance with the guidelines of the RBI, and if so, please share all relevant information and details in relation to the same; and
- vii. Please clarify if the Resolution Applicant(s) and/or any Connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority.

For and Behalf of M/s, {Signature and Name of Attorney as Power of Attorney}
Rubber Seal of Resolution Applicant(s)

Status of equity holding should be provided not earlier than 15 days prior to Binding Plan Due Date.

Details of the Parent Company, Ultimate Parent and / or the Group Companies, affiliates of the Resolution Applicant(s), and corporate guarantor (if any corporate guarantee constitutes part of the Resolution Plan), and their respective business activity shall be provided. The determination of the relationship of the Parent Company, Ultimate Parent and / or the Group Companies and affiliates of the Resolution Applicant shall not be 15 days prior to the Resolution Plan Submission Date. Documentary evidence in form of a certificate from CS or Statutory Auditor to submitted along with the Resolution Plan.

#### **APPENDIX 10**

### AFFIDAVIT (ON RS 100 STAMP PAPER)

I, S/o Shri	aged	vears
residing at		•
Applicant) having its registered office at	do sol	emnly
affirm and declare on path as under: -		

- 1. I state that an insolvency resolution process has been initiated against M/s. Intellicity Business Park Private Limited (Corporate Debtor) vide order dated 27<sup>th</sup> May,2019 (Admission Order) passed by National Company Law Tribunal,(State) Bench (Adjudicating Authority) in an application filed by Financial Creditor against the Corporate Debtor under Section 7 of the Insolvency and Bankruptcy Code, 2016 (amended up to date) (IBC).
- 2. I state that the present affidavit is sworn by me on behalf of the Resolution Applicant in compliance of section 29A of the IBC.
- 3. I on behalf of the Resolution Applicant and any other person acting jointly or in concert with the Resolution Applicant hereby confirm that:
- (i) The Resolution Applicant and any connected person as per the Explanation I provided under section 29A of the IBC is not an undischarged insolvent; or
- (ii) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC, is not identified as a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949; or
- (iii) At the time of submission of the Resolution Plan, the account of the Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC or an account of the corporate debtor under the management or control of such person of whom such person is a promoter, IBC is not classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or guidelines of a financial sector regulator issued under any other law at the time being in force and at least a period of one year or more has lapsed from the date of such classification till the date of commencement of corporate insolvency resolution process of the corporate debtor and that I have not failed

to make the payment of all overdue amounts with interest thereon and charges relating to non-performing asset before submission of Resolution Plan; or (iv) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been convicted for any offence punishable with imprisonment for 2 years or more under any Act specified in the Twelfth Schedule or for seven years or more under any law for the time being in force or a period of two years has expired from the date of release of such imprisonment; or

- (iv) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been disqualified to act as a director under the Companies Act 2013; or
- (v) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets; or
- (vi) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under the IBC; or
- (vii) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not executed a guarantee in favor of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the IBC and no such guarantee has been invoked by the creditor or remains unpaid in full or part; or
- (viii) The Resolution Applicant and any connected person a per Explanation I provided under section 29A of the IBC are not subject to any disability, corresponding to clauses mentioned above under any law in a jurisdiction outside India.
- 4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the CIRP Regulations.

- 5. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as per the provisions of the CIRP and the rules and regulations framed thereunder to submit a resolution plan and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Resolution Applicant is eligible under the IBC and the rules and regulations thereunder to submit a resolution plan in respect of Corporate Debtor.
- 6. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
- 7. That the Resolution Applicant understands that the CoC and the RP may evaluate the resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this affidavit.
- 8. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.
- 9. That in the event any of the above statements are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

VERIFICATION

Verified at \_\_\_\_\_\_ on this \_\_\_\_\_ (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed there from.

(Deponent)

# **INDIA JURIS**

Advocate & Solicitors International Corporate Legal Consultants A Full Service Law Firm

Delivering Legal Excellence across all sectors



New Delhi Gurgram Mumbai Bangalore Chennai



# **Contents**

- About India Juris
- Practice at a Glance
- Practice in Detail
- Client References
- Confidentiality
- Contacts

The information presented in this document should not be construed as legal, finance, tax, or any other professional advice or service. You should consult with India Juris or other professional advisor familiar with your particular factual situation for advice concerning specific to the matters before making any decision. This document has been provided on the specific request of the addressee./ receiver The document created is the IPR of India Juris and shall not be circulated to any third party without the written consent of India Juris.



# **About India Juris**

**INDIA JURIS "IJ"** is one of the leading full service law firm in India. We are delighted to present our law firm to corporate world and individuals. Recognised as one of the leading law firm in Indian legal eco-system, we have earned reputation over the period on advising some complex legal, financial and restructuring transactions. We regularly represent Banks, Financial institutions, Creditors, Multinational and domestic Corporates, Private Equity investors and HNIs on various legal matters across all sectors.

For more than two decades we have provided legal and advisory services to leading international and domestic fortune 500 companies. The firm is proud of its global clientele across the globe. Having head office at New Delhi and other offices in Gurgaon, Mumbai, Chennai and Bangalore with expertise in Business, Corporate & Commercial, Litigation, Arbitration and Intellectual Property Laws. Some of the credentials of the firm are:

- IJ has been recognized as Company Law Firm of the Year in India for 2016 by Corporate Intl Magazine Global Award, UK.
- In 2015, IJ was felicitated for its contribution to the legal services during the 6th National Legal Summit organized by ICC & Ministry of Law & Justice, Govt. of India.
- IJ is one of the highly recommended law firm in the area of Banking & Finance and Corporate/M&A for the year 2015 by Asia law, Hong Kong.
- IJ was selected as "Rising Stars in M&A Law India" and 'Cross-Border Law Firm of the Year" by Acquisition International, UK in 2014 M&A Awards
- IJ is the winner of Law Firm of the year 2013, India in the category of Company Law awarded by Corporate Intl, UK Firm Profile
- Sameer Rastogi, Managing Partner has been consistently voted since 2012 as Leading Lawyer in India for Corporate/ M&A by peers Asialaw Leading Lawyers.
- IJ was among few law firms in India to qualify technical bid for selection of law firms for Commonwealth Games 2010.
- IJ is a law firm recommended by Legal 500, UK and ranked by IFLR (International Financial Law Review) for Corporate and M&A.
- IJ had won Indian Law Firm Awards 2008 & 2009 of IBLJ for Labour & Employment category.

India Juris is exclusive member for India in various network of international law firm. We have capabilities of assisting Indian clients in doing or setting up business in any part of the world.



# Practice at a Glance

### Corporate & Commercial

Due Diligence, Commercial Law Advisory, Cross Border Transactions, Technology Transfer, company formation, business set-up.

### Merger & Acquisitions

Merger Scheme, restructuring, Takeovers, negotiations, Share Swapping, Share Pledging and corporate advisory.

# Private Equity & Venture Capital

Portfolio, PPM, Term Sheet, Registration of Foreign & Domestic Venture Capital Fund, Fund creation, advisory and SEBI regulatory services.

### Registrations / approvals

Registrations and Approvals with authorities (FIPB, RBI, SEBI, SEZ, STPI, EOU).

### Sports Law

Sports Governance, Doping, Advertising, Broadcasting & Sponsorship Regulation, Gaming, Betting & Fixing and Data Protection.

### JV & Foreign Collaboration

Joint-Venture Agreements, Shareholders Agreements, Foreign Collaboration, Foreign Investment laws.

### Tax, DTAA & Tax planning

Direct & Indirect Taxes (Domestic and International), Corporate Taxation, ESOP taxation, Excise & Custom Duty.

### **Banking & Finance**

Developing new financial products, legality & validity, Debt & Equity Financing, Setting up NBFC's, FII, FVCI, repo and reverse repo transactions.

### **Employment & Labor International**

ESOPS / Incentive Plans, Employment Contracts, HR manual, litigation & legal advisory.

### Real Estate, Hotel/Tourism

Acquisitions, Real Estate Funds and transactions, Title verification, Lease, residential and commercial projects. Development Agreements

### Insolvency & Bankruptcy

Acting IRP / RP / Liquidator, CIRP process advisor, Drafting & implementing Resolution Plans, Litigation - NCLT / NCLAT / SC.

### **Capital Markets**

IPO, SME Listing Mutual Funds, Institutional Investments, QIP, ADR/GDR ECB, FCCB & Euro Issue.

## <u>Antidumping</u>

Anti-dumping, Countervailing & Safeguard measures, Monitoring post-verification activities and Advisory on relevant antidumping law & practice

### Power & Infrastructure

Power, Oil & Gas, PPP, Highways, Airports, Railways, Power Purchase, Fuel supply, EPC and other contracts, BOOT projects.

# **Mining**

Mining lease, Exploration, Marketing Rights, Drilling contracts, Licenses and Approvals, Environment and Labour.

### Patents and Trade Marks

Registration, Renewal, Investigation, Licensing, Franchising, Enforcement & Litigation.

### **Arbitration & Litigation**

Domestic & International Commercial Arbitration and Litigation at all levels and forums.

### **Environmental Law**

Environmental Audit, Compliance & permits, pollution and contamination liabilities, claims, complaints.

### **Education**

Setting higher Education Institutions, Private Universities, Collaborations, Approvals, Structuring & India entry roadmap.

### <u>Insurance</u>

Litigation & Corporate advisory, Subrogation matter, JV & India entry roadmap, FDI.



# **Corporate & Commercial**

We advise on general company law and on the negotiation of commercial contracts, which is summarized as under:

- Formation of Company / Trust / Society / Not for Profit (Section 25) Company
- · Corporate governance
- · Directors' liabilities and responsibilities
- Company secretarial and stock exchange matters
- Shareholder rights
- Foreign Investment
- · Setting up business in India
- Due Diligence and Legal Audits
- Corporate Taxation
- Corporate Guarantee
- Privatization
- Off-Shore Companies
- Regulatory Services & approvals (FIPB, RBI, SEBI, SEZ, STPI, EHTP, EOU)
- Drafting and vetting of MOU/Bid Documents
- Drafting of Lease, Leave & License, Concession Agreements for PPP
- Vetting of Draft Policy papers, Agreements related to builder projects & Townships.
- · Bid Documents.
- Joint venture and Shareholders Agreements
- Technology Transfer and Foreign Collaboration
- Licensing, Franchising, Distribution, Agency
- Government & Public Sector contracts
- FIDIC Contracts, Construction Contracts
- Mining Lease, Transfer, Renewal, Subcontracting, Drilling contracts
- Overseas Development Centre Agreements
- · Real Estate Time Share, affiliation and development agreement
- · Power purchase, fuel supply, EPC contracts
- Import and Export Financing
- Manufacturing and Supply agreements
- Outsourcing –IT & ITES agreements



**Litigation & Arbitration** 

We have strong litigation team and undertake litigation matters in the following:

- Supreme Court of India
- State High Courts
- National and International Commercial Arbitration
- · Tribunals including Customs and Excise
- National, State and District Consumer Forums

Senior Counsels are engaged, if required, depending upon the complexity of the matter. The Senior Counsel engaged by the firm has represented clients in courts where decisions have been considered significant landmarks and legal precedents of lasting importance.

The firm handles International commercial arbitration practice where very high stakes are involved. The arbitration practice covers all aspects of arbitration and related issues, both domestic and international, including:

- · advising on complex arbitration provisions
- appointment of arbitrator through Supreme Court of India
- applying to stay proceedings brought in breach of arbitration clauses
- enforcing and resisting enforcement of arbitral awards
- challenging the award
- · removal / substitution of arbitrator, if required

Our lawyers have rich experience in both domestic and international commercial arbitration in most of the business sectors including construction, aviation, metals, telecom, infrastructure, power and insurance



### **Patents**

We have well-established patent practice. We are representing clients and law firms across the globe from filing to patent prosecution and litigation. Our patent practice includes following:

- filing new patent applications (convention/PCT national phase/divisional)
- · patent licensing & patent security agreements
- legal advice and prosecution till the grant of patent
- patent search and drafting of specification
- drafting of specification
- · acquisitions and disposals of patent portfolios
- · confidentiality agreements
- patent portfolio

#### **Trade Marks**

We have served our client in Trademark related matters in very expeditious manner. We understand the commercial value of the trade marks and advise clients accordingly with strong protection advice. Trademark practice includes:

- trade name / mark search
- filing new trade mark applications and prosecution till registration
- caution notices
- opposition
- trade mark portfolio management
- trade mark licensing and assignment
- trade mark infringement and litigation
- · Advise on royalty and licensing issues

# **Intellectual Property Rights**

### **Copyright and Designs**

Copyright and design rights are important tools to protect interests in a wide range of businesses in many different sectors, including music, media, television, publishing and software developers We advise clients on the on the enforcement of their copyright and design rights. The practice includes:

- filing copyright and design applications
- protection of copyright and designs
- copyright and design portfolio management
- · implications in joint ventures and collaborations
- · acquisition of copyright and designs
- drafting of contracts for the purchase, sale and licensing of copyright and design



# **Insolvency & Bankruptcy**

## Acting as IRP / RP / Liquidator

The Managing Partner of the firm is an Insolvency Professional duly registered with Insolvency & Bankruptcy Board of India (IBBI), since the implementation of Insolvency and Bankruptcy Code 2016 in India. He has acted /acting as Interim Resolution Professional (IRP), Resolution Professional (RP), Liquidator and Monitoring Agency for implementation of Resolution plan in various matters. We have in-depth knowledge of the processes and have skilled team to support on IBC matters.

If you are a Financial Creditor, Operational Creditor or a member of any Committee of Creditors (COC) in any Corporate Insolvency Resolution Process and want to recommend or appoint IRP, RP, Monitoring Agency or Liquidator, our managing partner shall be happy to accept the assignment, subject to conflict check.

We have been advising Insolvency Professionals all over India on the Corporate Insolvency Resolution Process from time to time.

#### **CIR Process Advisor**

Having hands on all the processes, compliances, formats, latest judgements and courts view, we are very well placed to act as Corporate Insolvency Resolution Process (CIRP) Advisors to the RPs and Liquidators. The services as CIR Process Advisor includes:

- Handholding and guiding through out the CIRP
- Assistance in preparing Information memorandum and Process Memorandum for invitation and evaluation of resolution plans
- Advising on bidding / auction process and documentation
- Assistance in forensic audit its analysis as per IBC 2016.



# **Insolvency & Bankruptcy**

# **Litigation in NCLT / NCLAT**

The firm is dealing with IBC matters since the inception of IBC in 2016 in India. We are representing in courts all types of stakeholders in CIR Process including Financial Creditors, Operational Creditors, Exmanagement, Ex-Directors, Home Buyers, RP, IRP, Liquidator, COC, Employees and others before National Company Law Tribunal (NCLT), National Company Law Appellate Tribunal (NCLAT), High Courts and Supreme Court. The Litigation services would normally include:

- Issuing demand notices under IBC or defending the notices received
- Filing cases before NCLT, in section 7, 8 and 9 or 10, for initiating CIRP
- Drafting, filing and representing before NCLT / NCLAT on various types applications during CIRP / Liquidation
- Drafting, filing and appearing (for and against) in Preferential, Undervalued, Fraudulent and Extortionate transactions under IBC 2016.
- Other litigation matters not specifically mentioned herein pertaining to IBC

### Other Legal Services during CIRP

IJ has experience in representing all types stakeholders in CIRP and Liquidation process at various level of proceedings. The services rendered by us includes:

- Implementation of Resolution Plan
- Advising and representing various stakeholders in the resolution process.
- Representing various stakeholders in Committee of Creditors
- Registering claims of creditors with IPs during Insolvency process
- Claim verification and acceptance issues
- Corporate re-structuring
- · Assistance in arriving at Liquidation Value
- Assistance and training on conducting resolution process
- Bidding in insolvency and liquidation process
- Voluntary liquidation matters
- Drafting and preparing advising on the scheme under Companies Act before the Liquidation process.



### For Funds, Angel Investors & Networks, Family Offices & Incubators

- Turnkey assistance on setting up and operating an Angel Network, Accelerator, Incubator or any innovation platform.
- Advising on structure & functioning of Incubator, Accelerator & Networks.
- Terms of association of Board Member with Incubator / Accelerator.
- Agreement between Member/Angel Investors & Accelerator /Incubator. Mentor Agreement between Mentor & Accelerator.
- Nominee Director Agreement.
- · Acceleration Agreement between start-up, founders & Accelerator. Structuring and Setting up family offices.
- Act as Mentor with Incubators & Accelerators on various aspects of Start-Ups.
- · Advising on what instrument should be preferred for making investment. Term Sheet, Shareholders & Share Subscription Agreement for Investors Legal Due Diligence

# For Start-ups

- Incorporation of private limited company & Statutory registrations
- · Negotiating Term Sheet, Shareholders & Share Subscription Agreement with Investors.
- · Alteration of Articles as per final SHA & filing various forms with MCA Preparing relevant resolution for issuances of shares by way of rights
- issue / private placement.
- Agreement with employees, payment gateways, disclaimers, privacy policy, terms of use, vendors, business and channel partners, non-disclosure, non-competition
- ESOP plan and Stock Option Agreements
- Registration, Transfer/Assignment, Protection and enforcement of Intellectual Property Rights (Trademarks, Patent and Copyrights).
- Assistance in issuance of shares and guidance on stamp duty.

# **Start-Up Investment Transaction & Advisory**

























































# **Client References**

ABB - Swiss

Accord Customer Care - Singapore

Align Technology - USA

Alpine Housing -India

Amity Group – India

Amrona AG - Switzerland

Anand Nishikawa - India

ApnaCircle - India

Arkal Filtration Systems CS Ltd - Israel

Asian Development Bank - Philippines

Aviva Investors, UK

Baula Platinum Mining - India

Big Rich Films - UK

Blueprint / Greenrev – Singapore

Carbon & Energy Gmbh - Germany

Casta Invest a e - Czech

CircuitSutra - India

Casa Italia - Italy

Central Warehousing Corporation (CWC) - India

DGP, UK

Elster Group GmbH – Germany

Hema Engineering - India

Hindustan Aeronautics Ltd - India

IDS Inc. USA

IFU SRL – Italy

Indolive Ltd - Israel

IRCON International – India

LG – Slovakia

Lifepharm Inc. – USA

Ligentia Plc- UK

Marks & Spencer – UK

Matalan - UK

Modexis Corporation - USA

Momail AB - Sweden

Moringo Organics – USA

NiMET Resources Inc – Canada

Old Mutual Plc. - UK

Peoples Insurance Company China

Planet Metal Corporation - UK

Premier Farnell Plc - UK

Protech Pharma – India

Ruptec Education - India

Royal Bank of Scotland – UK

Rudisa - Suriname

Sand Plast India Ltd - India

Sany Heavy - China

Saraf Projects - India

Sindicatum Carbon Capital – UK

SOSV - Hong Kong

Special Olympics USA

Spectris Plc. UK

Sweetwell - UK

Taylor Nelson Sofre Plc- UK

The Vineyard – USA

**Venture Catalysts** 



# Confidentiality

- Confidential information of the Clients that come to our knowledge or might come to our knowledge during the provision of services shall not be divulged by us to any third without the consent of client, subject to applicable laws.
- We shall put our best endeavor to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- We shall put our best endeavor to restrict access to the Confidential Information to only those officers, directors and employees who clearly need such access to provide services to the clients.
- We shall not directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized.
- Best endeavor to protect any intellectual property of the client, if any, we may have access to.
- We shall maintain confidentiality of the matter as far as it is practicable and necessary. We shall not disclose any other person any confidential information related to the business of client obtained by us while rendering services. The information already in public domain or form part of any public records will not be deemed as confidential information.



# **Contacts**

All the services are provided by a team of experienced professionals. The team shall comprise of professionals like Lawyers, Company Secretaries and Chartered Accountants. The team shall put its best endeavors to ensure turn around time (ToT) as per the international standards.

Following are the lead contacts for the convenience of the clients:

New Delhi: Mr. Sameer Rastogi srastogi@indiajuris.com (Corporate & Insolvency)

Mr. Dinesh Sabharwal dsabharwal@indiajuris.com (Litigation & Arbitration)

Mr. M.P. Mehani mpmehani@indiajuris.com (Banking & Finance)

Mr. Deepak Batra dbatra@indiajuris.com (Capital Market & Securities)

Mumbai : Ms. Yati Nijhawan ynijawan@indiajuris.com

• Gurgaon : Mr. S.P.Choudhary spchoudhary@indiajuris.com

#### **New Delhi**

F-116, Lajpat Nagar-1 New Delhi - 110 024, India Ph: +91-11-29814816 / 29814817 Email: newdelhi@indiajuris.com

### Gurgaon

244-B, 2nd Floor, Tower B, Spazedge Sec-47, Sohna Road, Gurgaon Haryana, India Ph: +91-124-4385072

Email: gurgaon@indiajuris.com

www.indiajuris.com

### Mumbai

203-206, 2nd floor, B - Wing, Mittal Commercia, Asan Pada Rd, Near T2 terminal, Marol, Andheri (E), Mumbai - 400059. India Email: mumbai@indiajuris.com Advising fortune 500 clients from across the globe on their most complex transactions and disputes



F-116, Lajpat Nagar-1, New Delhi -110024 Ph: +91-11-29814816, 29814817, 49873283 Email: newdelhi@indiajuris.com

244-B, 2nd Floor, Tower B, Spazedge Sec-47, Sohna Road, Gurgaon, Haryana, India Ph: +91-124-4385072 Email: gurgaon@indiajuris.com

203-206, 2nd Floor, B- Wing, Mittal Commercia, Asan Pada Rd, Marol Naka, Andheri (E) Mumbai -59 Email: mumbai@indiajuris.com

# **ALOK CHANDRA SINGH**

### **Profile**

#### **Current Professional Profile**

- Insolvency Professional registered with the Insolvency and Bankruptcy Board of India (IP Regn. No.: IBBI/IPA-002/IP-N00381/2017-2018/11124)
- Practising as a Company Secretary

### **Professional Membership**

- The ICSI Insolvency Professionals Agency
- The Institute of Company Secretaries of India

### **Professional Qualification**

- Insolvency Professional
- Fellow Company Secretary(FCS)
- LL.B., University of Delhi

#### **Educational Qualification**

B.A. (Hons.) in English

### Professional Experience

Having an overall experience of more than sixteen years with company secretaries firms, law firms and industry handling legal and secretarial matters in the area of mainly corporate, commercial, insolvency and related laws.

### Area of Exposure/Selected Transaction

### **Insolvency Laws**

- Handling corporate insolvency resolution process as IRP/RP and voluntary liquidation as the Liquidator
- Acted as authorized representative of class of financial creditors in corporate insolvency resolution process

### Company, Corporate and other laws

- Incorporation of companies including wholly owned subsidiaries of bodies corporate outside India and other corporate actions pertaining to financing, debt, and other related requirements and compliances of a company
- Conducted various meetings like board meetings, committee meetings, general meeting including drafting of notice, agenda and minutes thereof
- Conducted secretarial audit and legal due diligence
- Merger and Amalgamation
- Rendered advice and opinion on various corporate and commercial law matters
- Handled compliances under FEMA
- Drafting and vetting of various commercial agreements, memorandums of understanding, agreement to sell, sale deeds, lease deeds, leave and license agreements and other conveyances including registration thereof
- Preparation of several focused memos and executive summary for the clients enumerating the areas of their interest and the legal ramification involved therein

#### **SHORT PARTICULARS**

1. NAME : **DR. ARUN GOPAL AGARWAL** 

2. FATHER'S NAME : Late Shri Madan Gopal Agarwal

3. DATE OF BIRTH : 02<sup>nd</sup> March 1946 (02.03.1946)

4. POSTAL ADDRESS : 'USHA VILLA', II-B/76, Vaishali,

Ghaziabad – 201 012

5. TELEPHONE NO. : Mobile: + 919810033204

(Res.) 0120-2773560, 9312220126 Email: aga1946@rediffmail.com

### 6. EDUCATIONAL/PROFESSIONAL QUALIFICATIONS

QUALIFICA- TION	YEAR OF PASSING	UNIVERSITY/INSTI- TUTION	SUBJECT/SPECIFICATIONS
B.COM	1964	Agra University	Accounts & Auditing
C.M.A. (Cost & Mgmt.Accountant)	January 70	Institute of Cost Accountants of India,	Finance, Costing, Management Accounting
C.S. (Company Secretary)	June 95	Institute of Company Secretaries of India	Company Law & Practices
Ph. D.	June 96	Meerut University	Export Viability in Tyres & Tubes

#### **FELLOWSHIP**

fellow member of Institute of Cost and Works Accountants of India.

fellow member of Institute of Company Secretaries of India.

fellow member of the Indian Council of Arbitration.

fellow member of All India Management Association.

fellow member of Institution of Valuers.

### **Present - Post Retirement Engagement.**

Presently I am Chairman/Independent Director of M/S S.E. Power Ltd (a listed company) which is in non conventional energy i.e. wind and Solar and also manufacturing reclaim rubber,

Besides this I am also Director of many private limited companies including M/s Bloom Inn P.Ltd-Hospitality Sector..

I had been Independent Director with M/s S.E.Investments Ltd-NBFC (a listed company) from Jun,2008 to Nov,2017.

I had been an independent Director with M/s WAPCOS Ltd,(A Mini Ratna Govt. undertaking) under Ministry of Water Resourses upto Oct, 2014 for 6 years and was Chairman of Finance & Audit Committee, remuneration Committee and actively participated in CSR Committee etc.,. Besides this I am engaged in commercial arbitrations and practicing as Cost Auditor..

#### 7. POSITIONS HELD DURING THE PRECEDING 30 YEARS

S.NO.	DESIGNATION, ORGANISA-	FROM-TO	Industry	NATURE OF
	TION & POSTING (PLACE)		specialisation	JOB++
1.	Chairman & Managing Director	April	Solar power	Looking after the entire
	Central Electronics Ltd. (PSU)	То	system and its	operation of CEL, as
	Sahibabad	Sep, 2005	related matters	CEO
2.	Director (Finance), India	Oct. 2001	Hotel and tourism	Head of Finance &
	Tourism Development	То	industry	Accounts including
	Corporation, New Delhi	May 2004		Company Law matters
3.	Executive Director (Finance)-	July 1977	Solar power	Head of Finance &
	cum-Company Secretary*	То	system and its	Accounts including
	Central Electronics Ltd. (PSU)	Oct.2001	related matters.	Company Law matters
	Sahibabad	May 2004		
	**Again joined,	То		
		Mar,2006		
4.	Director (Cost & Mgmt. A/c)	July 1983	Tyres and Tubes	Finance, Accounts,
	Modi Rubber Ltd. Meerut	То		Costing, Management,
		June 1997		Accounting
5.	Financial Controller in	May,1977	Aircraft	Finance, Accounts,
	Hindustan Aeronautics Ltd,	То	manufacturing,	Costing, Management,
	Lucknow and Kanpur	June,1983	overhaulding	Accounting

<sup>\*</sup> I have joined back CEL as I was having a lien, after completing 58 years of age in ITDC.

# BESIDES GENERAL AWARENESS IN COMMERCIAL ARBITRATION I AM WELL FAMILIAR WITH THE FOLLOWING INDUSTRY WITH MORE THAN 5 YEARS EXPERIENCE:

- 1. Solar power
- 2. Hospitality (Hotel and Tourism)
- 3. Tyres and Tubes
- 4. Aviation
- 5. Civil works

### INTELLICITY BUSINESS PARK PRIVATE LIMITED

### **ESTIMATED COST DETAILS-CIRP**

Activity	<b>Expense Head</b>	Expense Sub-Head	Amount of Expens
	_		(Rs.)
Running Process	RP	Fee Payable to RP	16,00,00
		Cost of Insurance for RP	25,00
		Other Expenses on / for RP	1
	100	(travel, stay, security, etc related to CIRP.)	
	IPE	Fee Payable for Support Services to an IPE, if any	
	Registered Valuer	Fee Payable to Valuer 1	1,75,00
		Fee Payable to Valuer 2	1,25,00
		Fee Payable to Valuer 3, if any	
		Other Expenses on / for Valuers	_
		(travel, stay, other out-of-pocket expenses)	
	Other Professionals engaged for CIRP, not for Corporate Debtor	Fee Payable to Accounting and Finance Professionals	3,00,00
		Fee Payable to Audit Professionals	1,00,00
		Fee Payable to Legal Professionals	5,00,00
		Fee Payable to any other Professionals	5,00,00
		Other Expenses on / for Professionals (travel, stay, other out-of-	
		pocket expenses related to CIRP)	
		Data Room Service	
	CoC Meetings	Meeting Venue	25,00
		Video Conferencing	
		Electronic Voting	50,00
		Expenses for or by Authorised Representative	1,60,00
		Any other Expenses related to CoC	5,00
	Examination of Transactions	Preferential Transactions	4,00,00
		Under/Over-valued Transactions	
		Extortionate Transactions	
		Fraudulent Transactions	
	Other Expenses	Expenses on CIRP related Filings before Adjudicating Authority	
		and Other Authorities	1,00,00
		CIRP related Litigation	
Running Business	Essential Services	Electricity	
		Water	
		Telecommunication Services	
		Information Technology Services	
		Other Essential Services, if any	
	Other Services	Other Supplies	
		Employees and Workmen	
		Security Personnel Services	
		Other Expenses	
	Interim Finance	Amount of Interim Finance	
		Expenses for Raising Interim Finance	
		Interest Payable on Interim Finance	
	Other Costs / Expenses, if any, directly related to CIRP		5,00,00
	Amount due to Prejudicially Affected Persons		3,00,00
	I Infoant due to I	TOTAL	45,65,00
		IRP Expenses	19,50,00
GRAND TOTAL			65,15,00