

**BEFORE THE NATIONAL COMPANY LAW APPELLATE
TRIBUNAL, NEW DELHI
(APPELLATE JURISDICTION)**

I. A. NO. OF 2023

IN

COMPANY APPEAL (AT) (INS) NO. 406 OF 2022

IN THE MATTER OF:

MR. RAM KISHOR ARORA
SUSPENDED DIRECTOR OF
SUPERTECH LIMITED

...APPELLANT

VERSUS

UNION BANK OF INDIA & ANR.

...RESPONDENT

AND IN THE MATTER OF:

MR. HITESH GOEL
INTERIM RESOLUTION PROFESSIONAL
FOR SUPERTECH LIMITED

...APPLICANT

I N D E X

S. NO.	PARTICULARS	PAGE NO.
1.	Memo of Parties	1
2.	Application on behalf of the Resolution Professional for project ECO Village –II of the Corporate debtor, under Rule 11 of the National Company Law Appellate Tribunal Rules, 2016, seeking certain clarifications and/or further Directions with regard to directions passed by this Hon'ble Appellate Tribunal vide order dated June 10, 2022 along with affidavit.	2 – 15
3.	ANNEXURE A-1: Copy of the order dated 10.06.2023 passed by the NCLAT, New Delhi.	16 – 36
4.	ANNEXURE A-2: Copy of the order of January 27, 2023, passed by the Hon'ble Supreme Court of India.	37 – 39
5.	ANNEXURE A-3: Copy of the order dated January 31, 2023, passed by the NCLAT, New Delhi.	40 – 41
6.	ANNEXURE A-4: Copy of the order of May 11, 2023, passed by the Hon'ble Supreme Court of India.	42 – 57
7.	ANNEXURE A-5: Copy of the Minutes of the 10 th CoC Meeting dated 28.06.2023.	58 – 74

8.	ANNEXURE A-6: Copy of the approximate cost of completion of such fire-safety related works is to the tune of Rs.19.88 crores, a tabulation.	75 – 78
9.	ANNEXURE A-7: Copy of the voting result of the 10 th CoC meeting.	79 – 81
10.	ANNEXURE A-8: Copy of the minutes of the 11 th CoC meeting held on July 18 2023.	82 – 109
11.	Proof of service	110

Nichani Ka.

**COUNSEL FOR THE APPLICANT
ARGUS PARTNERS
ADVOCATES FOR THE APPLICANT
EXPRESS BUILDING, 2ND FLOOR,
9-10, BAHADUR SHAH ZAFAR MARG,
NEW DELHI – 110 002**

PLACE: NEW DELHI

DATED: 04.08.2023

**BEFORE THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL
NEW DELHI
(APPELLATE JURISDICTION)
INTERLOCUTORY APPLICATION NO. OF 2023
IN
COMPANY APPEAL (AT) (INS) NO. 406 OF 2022**

IN THE MATTER OF:

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MR. HITESH GOEL
INTERIM RESOLUTION PROFESSIONAL
FOR SUPERTECH LIMITED

...APPLICANT

MEMO OF THE PARTIES

Mr. Hitesh Goel

Interim Resolution Professional of M/s. Supertech Limited
C4/1002 The Legend Apartments,
Sector 57, Gurgaon 122011
Haryana

IP Registration no. IBBI/IPA-001/IP-P01405/2018 -2019/12224

...APPLICANT

THROUGH

N. Shrivastava

**COUNSEL FOR THE APPLICANT
ARGUS PARTNERS
ADVOCATES FOR THE APPLICANT
EXPRESS BUILDING, 2ND FLOOR,
9-10, BAHADUR SHAH ZAFAR MARG,
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AND IN THE MATTER OF:

MR. HITESH GOEL

RESOLUTION PROFESSIONAL

FOR SUPERTECH LIMITED

PROJECT ECO VILLAGE II

...APPLICANT

APPLICATION ON BEHALF OF THE RESOLUTION PROFESSIONAL FOR PROJECT ECO VILLAGE-II OF THE CORPORATE DEBTOR, UNDER RULE 11 OF THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL RULES, 2016, SEEKING CERTAIN CLARIFICATIONS AND/OR FURTHER DIRECTIONS WITH REGARD TO DIRECTIONS PASSED BY THIS HON'BLE APPELLATE TRIBUNAL VIDE ORDER DATED JUNE 10, 2022

MOST RESPECTFULLY SHOWETH:

1. The instant application is being filed by the Resolution Professional ("RP"/ "Applicant") of Supertech Limited ("Corporate Debtor") under Rule 11 of the National Company Law Appellate Tribunal Rules, 2016, seeking certain clarifications with regard to the directions passed by this Hon'ble Appellate Tribunal vide its order dated June 10, 2022 passed in the instant appeal proceedings.
2. The Corporate Debtor herein is a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1114, Hemkunt Chambers, 11th Floor, 89, Nehru Place, New Delhi 110019.

4

3. By an order dated March 25, 2022 (“**Insolvency Admission Order**”), the Ld. Adjudicating Authority, National Company Law Tribunal, New Delhi Bench VI (“**NCLT**”) initiated the corporate insolvency resolution process (“**CIRP**”) of the Corporate Debtor in C.P. (IB) No. 204 of 2021 filed by the Union Bank of India, the Respondent No. 1 herein. By the same Insolvency Admission Order, the Ld. NCLT appointed Mr. Hitesh Goel, the Respondent No. 2 herein, as the IRP of the Corporate Debtor.
4. The Insolvency Admission Order was subsequently challenged before this Hon’ble Appellate Tribunal by Mr. R.K. Arora, one of the members of suspended board of directors of the Corporate Debtor by filing the captioned Company Appeal (AT) (Ins) No. 406 of 2022.
5. By an order of April 12, 2022, this Hon’ble Appellate Tribunal directed the IRP not to constitute the committee of creditors (“**CoC**”) of the Corporate Debtor. By a subsequent order of June 10, 2022 (“**Modification Order**”), this Hon’ble Appellate Tribunal modified the stay on the CoC of the Corporate Debtor by allowing the IRP to constitute the CoC for Project Eco Village II of the Corporate Debtor (“**EV-II CoC**”). For the other Projects of the Corporate Debtor, i.e., Non-Eco Village II, this Hon’ble Appellate Tribunal directed the Applicant to keep these Projects as going concern and further directed that the construction of these Projects shall continue with overall supervision of the Applicant with the assistance of the ex-management/promoters. A copy of the said Modification Order is annexed herewith and marked as **Annexure A-1**.
6. It is further pertinent to mention herein that in the aforementioned Modification Order, this Hon’ble Appellate Tribunal had, *inter alia*, directed that, “*No account of Corporate Debtor shall be operated without the counter signature of the IRP. All expenses and payments in different projects, shall be only with the approval of the IRP. All receivables in different projects shall be deposited in the account as per*

'RERA' Guidelines and 70% of the amount shall be utilized for the construction purpose only. With regard to the disbursement of rest of the 30 %, appropriate direction shall be issued subsequently after receiving the status report and after hearing all concerns".

7. Thereafter, while this Hon'ble Appellate Tribunal was seized of the matter, the Hon'ble Supreme Court by its order dated January 27, 2023, passed in *Indiabulls Asset Reconstruction Company Limited v. Ram Kishor Arora and Ors. - Civil Appeal No. 1925 of 2023 ("Supertech SC Case")*, passed the following directions:

"Taking note of the submissions sought to be made in these matters, we are clearly of the view that as at present, the offers said to have been made by the prospective resolution applicants may be evaluated and may be placed for consideration before the NCLAT but beyond that process, we would request the NCLAT to keep the proceedings in abeyance and await further orders of this Court."

A copy of the order of January 27, 2023, passed by the Hon'ble Supreme Court is annexed herewith and marked as **Annexure A-2**.

8. By a subsequent order of January 31, 2023, this Hon'ble Appellate Tribunal adjourned the captioned appeal sine die till further orders of the Hon'ble Supreme Court. A copy of the order dated January 31, 2023, is annexed herewith and marked as **Annexure A-3**.
9. After various subsequent hearings in the Supertech SC Case, finally on May 11, 2023, the Hon'ble Supreme Court while taking into account the myriads of issues involved in the appeal challenging "project-wise insolvency/ reverse insolvency resolution process" was pleased to observe as follows:

"10. In the light of the principles aforesaid, in our view, as at present, we should adopt the course which appears to carry lower risk of injustice, even if ultimately in the appeals, this Court may find otherwise or choose any other course. In that regard, the element of balance of convenience shall have its own significance. On one hand is the position that the Appellate Tribunal has adopted a particular course (which it had adopted in another matter too) while observing that the project-wise resolution may be started as a test to find out the success of such resolution. The result of the directions of the

impugned order dated 10.06.2022 is that except Eco Village-II project, all other projects of the corporate debtor are to be kept as ongoing projects and the construction of all other projects is to be continued under the supervision of the IRP with the ex-management, its employees and workmen. Infusion of funds by the promoter in different projects is to be treated as interim finance, regarding which total account is to be maintained by IRP. If at the present stage, on the submissions of the appellants, CoC is ordered to be constituted for the corporate debtor as a whole in displacement of the directions of the Appellate Tribunal, it is likely to affect those ongoing projects and thereby cause immense hardship to the home buyers while throwing every project into a state of uncertainty. On the other hand, as indicated before us, the other projects are being continued by the IRP and efforts are being made for infusion of funds with the active assistance of the ex-management but without creating any additional right in the ex-management. In our view, greater inconvenience is likely to be caused by passing any interim order of constitution of CoC in relation to the corporate debtor as a whole; and may cause irreparable injury to the home buyers. In this view of the matter, we are not inclined to alter the directions in the order impugned as regards the projects other than Eco Village-II.

11. In relation to Eco Village-II project, since CoC was ordered to be constituted by the Appellate Tribunal in the impugned order dated 10.06.2022, we are not interfering with those directions too but, in our view, any process beyond voting on the resolution plan should not be undertaken without specific orders of this Court.

12. The other propositions, including that of constituting monitoring committee, are kept open, to be examined later, if necessary.

13. For what has been discussed hereinabove, the impugned order dated 10.06.2022 is allowed to operate subject to the final orders to be passed in these appeals and subject, of course, to the modification in respect of Eco Village-II project that the process beyond voting on resolution plan shall await further orders of this Court.

14. The interim direction dated 27.01.2023 by this Court in these matters is modified in the manner that the NCLAT may deal with the offers said to have been received and pass an appropriate order thereupon but, the entire process shall remain subject to the orders to be passed in these appeals.

A copy of order dated May 11, 2023, passed by the Hon'ble Supreme Court is annexed herewith and marked as **Annexure A-4**.

10. In view of the aforementioned directions passed by the Hon'ble Supreme Court, the Resolution Professional ('RP') for Project EV-II of the Corporate Debtor convened

6

a meeting of the EV-II CoC on June 28, 2023 (hereinafter, referred to as '10th CoC meeting') wherein, amongst other things, the situation of funds available in the project was also discussed. It may be pertinent here to mention that the RP for Project EV-II has been following similar restrictions for the bank accounts of Project EV-II as for those of the Non EV-II projects as per the aforementioned direction of this Hon'ble Appellate Tribunal contained in the Modification Order and particularly paragraph 25(vii) thereof, viz. utilizing funds from the RERA accounts earmarked for continuation of construction of the units in the project (hereinafter, referred to as '70% RERA account') while depositing the rest in another account (hereinafter, referred to as '30% RERA account') from which disbursement is to be made as per directions received from this Hon'ble Appellate Tribunal.

11. It was elaborated by the RP at the 10th CoC meeting that out of the total remaining funds of **Rs.6.27** crores approx. in the EV-II accounts, only **49.80** lakhs approx. was remaining in the 70% RERA account while **Rs.4.62** crore approx. was available in the 30% RERA account. It is therefore evident that the funds remaining in the 70% RERA account is nowhere near sufficient to continue the construction or even make payments of the CIRP costs for Project EV-II. It was discussed, in such context, whether funds can be released from the 30% RERA account towards such purpose. However, as would be evident from a perusal of the minutes of the 10th CoC, there was a disagreement of opinion amongst the CoC members in this regard. While some of the CoC members were of the view that the aforementioned restrictions contained in the Modification Order were applicable to Non EV-II projects only and not to Project EV-II, others differed in this regard. A query was also posed to the legal counsel for the RP who was present at such meeting, whereupon the legal counsel stated that on a bare reading of the directions passed in Para 25(vii) of the Modification Order, it is evident that the phrase '*No account of Corporate Debtor*'

7

has been used and therefore, at this stage it would be better to take a conservative approach and seek further clarity from this Hon'ble Appellate Tribunal before release of funds from the 30% RERA account. It is in such context that the RP is constrained to file the instant application seeking necessary clarifications from this Hon'ble Appellate Tribunal as to the scope of the aforementioned directions as contained in the Modification Order. A copy of the minutes of the 10th CoC meeting is annexed herewith and marked as **Annexure A-5**.

12. In this regard, it is also pertinent to note that even though 35 residential towers and commercial spaces in the Project had already been offered for possession by the suspended management of the Corporate Debtor, wherein 1078 units have already come to be occupied by allottees, the same has been done without requisite fire-safety related no-objection certificates ('NOCs'). It may be further noted in this regard that this situation is quite similar to the Non-EV-II projects as well, wherein the RP (being the IRP therein) has already filed an application before this Hon'ble Tribunal, being I.A. 2785 of 2023, *inter alia* seeking necessary directions from this Hon'ble Tribunal for release of funds from the 30% RERA accounts of the Non EV-II projects, for completion of safety-related works therein. As enumerated in such application concerning the Non EV-II projects, these are critical safety related works and considering that the aforementioned residential towers and commercial spaces in the EV-II project are already occupied by such large number of homebuyers and allottees, it is of utmost importance to execute the completion of such safety-related works and obtain fire-safety related NOCs on an expeditious basis, so that any unwanted fire-safety related calamity may be prevented in the future. The approximate cost of completion of such fire-safety related works is to the tune of Rs.19.88 crores, a tabulation of which is annexed hereto and marked as **Annexure A-6**.
- 4

13. It is quite evident, from the position of funds as stated hereinabove, that the funds remaining in the 70% RERA account of the Project EV-II is grossly insufficient to carry out such fire-safety related works, and it is therefore necessitated that this Hon'ble Appellate Tribunal may be pleased to direct that funds may be released from the 30% RERA account of the Project for completion of such fire-safety related works.

14. In fact, it is also apparent that the funds remaining in the 70% RERA account are quite meagre to even carry out the pending construction activity at the Project EV-II and unless funds can be utilized towards such purpose from the 30% RERA account, the same will severely impede and may halt such construction activity altogether. In order to complete the pending construction of towers which had been opened for possession by the Corporate Debtor, an estimated cost of INR 100 crores approx. is to be incurred. In fact, the funds in the 70% RERA account are also insufficient to maintain the Corporate Debtor as a going concern and bear the day to day expenses in that regard, as well as to make payment of CIRP costs, corporate management expenses etc. It may be noted in this regard that the Corporate Debtor employs 55 employees who are specifically assigned to project EV-II, and average monthly salary expenditure of INR 11.96 Lakhs is being incurred towards such employees. The Corporate Debtor also incurs an expenses of INR 66,000/- approx. per month towards corporate management expenses which includes payment towards electricity charges, administrative expenses for site office maintained at the Project premises etc. Additionally, there are expenses to be incurred towards CIRP costs, which includes a minimum fixed monthly payment of INR 1.8 Lakhs towards RP fees, INR 6.75 Lakhs towards fee of the Insolvency Professional entity and INR 2.10 lakhs towards fees of the legal counsel of the RP.

15. It may also be noted that at the aforementioned 10th CoC meeting of Project EV-II, a voting agenda for raising interim finance for an amount up to INR 100 crores was

put forth before the CoC by the RP, which came to be approved unanimously by the CoC. Following the CoC's approval, the RP initiated discussions with Oaktree Opportunities XII (Singapore) Holdings Pte. ('Oaktree'), which is also the proposed investor as far as interim funding is concerned for the Non EV-II Projects. While Oaktree has evinced a strong interest towards providing interim finance for Project EV-II as well, the RP states and submits that similar due diligence processes such as financial due diligence, legal and title diligence, market valuation diligence, technical due diligence etc. would need to be carried out by the Corporate Debtor, as is being done for the Non EV-II Projects, before such interim funding is finalized, either by Oaktree or any other potential investor. Such exercises would also necessitate release of funds from the 30% RERA accounts. This would be apparent from the quotes received from the proposed agencies to carry out such due diligence, which were put forth before the CoC at the 11th CoC meeting of Project EV-II held on July 18, 2023. It is pertinent to note that the costs to be incurred on various due diligence activities would be to the tune of INR 28.25 lakhs approx...

A copy of the voting result of the 10th CoC meeting is annexed hereto and marked as **Annexure A-7**. A copy of the minutes of the 11th CoC meeting held on July 18, 2023 is annexed hereto and marked as **Annexure A-8**.

16. The RP, with regard to what has been stated hereinabove, further states and submits that as per section 23(2) read with section 17 (1)(d) of the Code, the resolution professional is vested with the powers of the Board of Directors of a company in CIRP and the financial institutions maintaining the bank accounts of such company are bound to act in terms of instructions received from the IRP/RP, as the case may be. Therefore, in the Applicant's humble submission, the restrictions envisaged under paragraph 25(vii) of the Modification Order ought to be made applicable for the Non EV-II projects only, for which no CoC has been constituted till date. However, the same ought not to be made applicable for the accounts related to

Project EV-II, in view of the aforementioned provisions of the Code which are applicable to the CIRP of this particular project, i.e. Project EV-II, with the CoC having been constituted for the same and with the RP providing the CoC with the requisite updates as to the status of inflow and outflow from the accounts of the Corporate Debtor for this particular project.

17. The RP further states and submits that it has been laid down by the Hon'ble Apex Court through its judgments that for a company in CIRP, the financial institutions are required to act in terms of the instructions received from the IRP/RP, as the case may be. It is also quite apparent from the cashflow situation of Project EV-II, as stated hereinabove, that pending any interim financing being achieved for Project EV-II, the funds in the 70% RERA accounts are not sufficient to continue the construction of the Project or to keep the Corporate Debtor as a going concern, which would inevitably delay the construction of the balance units in the Project and thereby add to the woe of the long-suffering homebuyers. The CoC members (apart from the homebuyers in class represented by their Authorised Representative) are financial creditors of the Corporate Debtor and more concerned about their own recoveries from the CIRP, and therefore unwilling to sanction release of amounts from the 30% RERA account, unless requisite clarification or direction is provided in this regard from this Hon'ble Appellate Tribunal.

18. In view of the facts and circumstances stated hereinabove, the RP states and submits that this Hon'ble Appellate Tribunal should be pleased to clarify its Modification Order dated June 10, 2022 to the extent that the restrictions envisaged at paragraph 25(vii) therein, i.e. *"All receivables in different projects shall be deposited in the account as per 'RERA' Guidelines and 70% of the amount shall be utilized for the construction purpose only. With regard to the disbursement of rest of the 30 %, appropriate direction shall be issued subsequently after receiving the status report and after hearing all concerns"*, are applicable to the accounts concerning Non EV-

II projects only and not the accounts for Project EV-II, which would be operated by the RP in terms of the provisions contained in the Code.

19. In the alternative to the above, the RP states and submits that this Hon'ble Appellate Tribunal may be pleased to direct that the funds or part thereof, which are available in the 30% RERA account of the Corporate Debtor for Project EV-II, may be utilized by the RP towards construction of the pending units of Project EV-II, to make payments towards CIRP costs and to keep the same as a going concern.

20. This application has been made bonafide and for the ends of justice. No part thereof is barred by limitation and no other application has been preferred before any other forum seeking similar directions.

21. Irreparable damage shall be caused to the Applicant/Corporate Debtor/homebuyers in case this application is not allowed. No party will be prejudiced if the instant application is allowed by this Hon'ble Appellate Tribunal.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Appellate Tribunal may graciously be pleased to:

- 4
- a) Pass an order clarifying that the restrictions envisaged at paragraph 25(vii) of this Hon'ble Appellate Tribunal's order dated June 10, 2022 passed in the present Appeal proceedings, i.e. *"All receivables in different projects shall be deposited in the account as per 'RERA' Guidelines and 70% of the amount shall be utilized for the construction purpose only. With regard to the disbursement of rest of the 30 %, appropriate direction shall be issued subsequently after receiving the status report and after hearing all concerns"*, are applicable to the bank accounts of the Corporate Debtor concerning Non EV-II projects only and not the bank accounts for Project EV-II, which would be operated by the RP in terms of the provisions contained in the Code;

- b) In the alternative to prayer (a), pass appropriate directions to the effect that the funds or part thereof, which are available in the 30% RERA account of the Corporate Debtor for Project EV-II, may be utilized by the RP towards construction of the pending units of Project EV-II and completion of pending fire-safety related works therein, to make payments incurred towards CIRP costs and to keep the Corporate Debtor as a going concern, in keeping with the provisions of the Code;
- c) Pass any other order as this Hon'ble Appellate Tribunal may deem fit and proper.

DECLARATION BY APPLICANT

The Applicant above named hereby solemnly declares that nothing material has been concealed or suppressed and further declares that the enclosures and typed set of material papers relied upon and filed herewith are true copies of the originals.

Verified at New Delhi this 4th day of August 2023.

Niharika

COUNSEL FOR APPLICANT

Goel

APPLICANT

Hitesh Goel
IBBI/IPA-001/IP-P01405/2018-19/12224

VERIFICATION

I, Hitesh Goel, son of Mr. Sat Narain Goel, aged 40 years, being the Resolution Professional of Project Eco Village II of Supertech Limited, having its office at: 21st -25th Floor, E-Square, Plot No. C2, Sector - 96, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201303, presently at New Delhi. The contents of the instant Application are believed to be true on legal advice, and that I have not suppressed any material facts.

**APPLICANT**

Date: 04/08/2023

Hitesh Goel
IBBI/IPA-001/IP-P01405/2018-19/12224

Place: New Delhi

THROUGH

COUNSEL FOR THE APPLICANT
ARGUS PARTNERS
ADVOCATES FOR THE APPLICANT
EXPRESS BUILDING, 2ND FLOOR,
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supertech@argus-p.com

BEFORE THE NATIONAL COMPANY LAW APPELLATE TRIBUNAL

NEW DELHI
(APPELLATE JURISDICTION)
INTERLOCUTORY APPLICATION NO. OF 2023
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...RESPONDENT

AND IN THE MATTER OF:

MR. HITESH GOEL
RESOLUTION PROFESSIONAL
FOR SUPERTECH LIMITED

...APPLICANT

AFFIDAVIT

I, Hitesh Goel, Resolution Professional of M/s. Supertech Ltd. – Eco Village II Projects (“Supertech”), having its office at: 21st – 25th Floor, E-Square, Plot No. C2, Sector - 96, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201303, presently at New Delhi, do hereby solemnly affirm and state as follows:

1. I am duly authorized under the Insolvency and Bankruptcy Code, 2016 to swear the Application. I further state that I am fully conversant with the facts and circumstances of the present case and competent to affirm this Affidavit.
2. That I have read the accompanying Application and have understood the contents thereof and say that the facts therein are true to my knowledge and belief, and nothing has been concealed there from.
3. That the contents of the said Application have been drafted by my counsel under my instructions and nothing material has been concealed there from.

ATTESTED

BY OATH COMMISSIONER
AZAD KUMAR, ADVOCATE
NEW DELHI (INDIA)

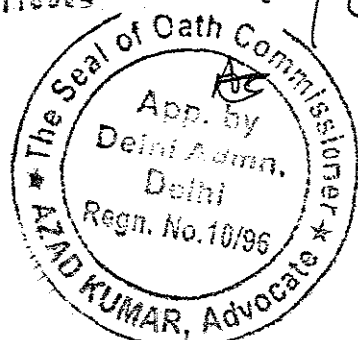
DEPONENT

Hitesh Goel

IBBI/IPA-001/IP-P01405/2018-19/12224

- 4 AUG 2023

CABIN No. - 33

T.O. Lane, Azad Bhawan Road
New Delhi-110002

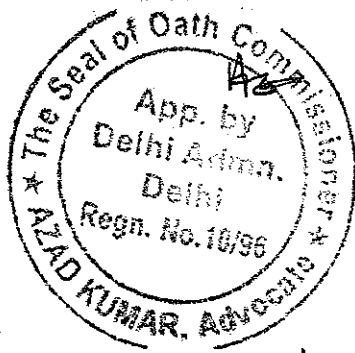
VERIFICATION

Verified at New Delhi on the 4th day of ~~June~~ ^{August} 2023, that the contents of the above affidavit are true and correct to my knowledge.

Goel

DEPONENT

Hitesh Goel
IBBI/IPA-001/IP-P01405/2018-19/12224



6197/23

ATTESTED

Agarwal

BY OATH COMMISSIONER
AZAD KUMAR, ADVOCATE
NEW DELHI (INDIA)

- 4 AUG 2023

CABIN No.- 33
I.T.O. Lane, Azad Bhawan Road
New Delhi-110002

**NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Company Appeal (AT) (Insolvency) No. 406 of 2022

IN THE MATTER OF:

**Ram Kishor Arora Suspended Director of M/s.
Supertech Ltd.**

...Appellant

Versus

Union Bank of India & Anr.

...Respondents

Present:

For Appellant: Mr. Arun Kathpalia, Sr. Advocate along with Mr. Siddharth Bhatli, Mr. Abhijeet Sinha, Ms. Lashita Dhingra & Mr. Kshitij Wadhwa, Advocates.

For Respondent: Mr. Alok Kumar, Ms. Somya Yadava, Mr. Manan Gambhir, Mr. Nikhil Malhotra, Ms. Garima Soni & Ms. Nandita Jha, for R-1.

Mr. Bishwajity Dubey, Ms. Srideepa Bhattacharyya & Ms. Neha Shivhare, for R-2/RP.

Mr. Arvind Nayar, Sr. Advocate along with Mr. Siddhant Kumar, for Intervenor.

Mr. Ajay Bhargaa, Ms. Wamika Trehan & Ms. Maithli Moondra, Intervenor for L&T Finance.

Mr. P. Nagesh & Mr. K. Datta, Sr. Advocates along with Ms. Kanika Sachdeva, Mr. Piyush Singh, Mr. Aditya Parolia & Ms. Aditi Sinha, for Homebuyers.

Mr. Sidhartha Barua & Mr. Danish Abbasi, Intervenor for IDBI Bank, IA 1509 of 2022

ORDER

Ashok Bhushan, J:

1. This Appeal has been filed against the Order dated 25th March, 2022 passed by the Adjudicating Authority (National Company Law Tribunal, New


TRUE COPY

Delhi, Court –VI) admitting the Application under Section 7 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'The Code') filed by Union Bank of India praying for initiation of the 'Corporate Insolvency Resolution Process' (hereinafter referred to as 'CIRP') against M/s. Supertech Limited-Corporate Debtor.

2. The Corporate Debtor is a 'Real Estate Company' engaged in construction of various projects in the National Capital Region (NCR). Union Bank of India vide its Sanction Letter dated 19.10.2013/16.12.2013 granted credit facilities of Rs. 150 Crores for the development of 'Eco Village II Project'. The Union Bank of India and Bank of Baroda agreed to extend second credit facilities of Rs. 200 Crores where total exposure of Union Bank of India was Rs. 100 Crores which was sanctioned by Letter dated 21.11.2015. Credit Facilities was secured by execution of mortgage and with corporate guarantees and personal guarantees. There being default on the part of the Corporate Debtor in repaying the loan, the Account was declared as 'Non-Performing Assets' (NPA) on 20th June, 2018. An application under Section 7 was filed by the Union Bank of India on 20th March, 2021 claiming total amount of Rs. 431,92,53,302/- as on 31st January, 2021 and interest thereon. The Adjudicating Authority vide the Impugned Order dated 25th March, 2022 admitted the Section 7 Application directing for initiation of 'CIRP'. Mr. Hitesh Goel was appointed as 'Interim Resolution Professional' (hereinafter referred to as 'IRP'). The Appellant, the suspended director of the Corporate Debtor has filed this Appeal challenging the Impugned Order. The Appeal was entertained on 12th April, 2022, the

Company Appeal (AT) Ins. No. 406 of 2022


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Appellant requested time to enable the Appellant to approach the Bank and the Appeal was adjourned and direction was issued to the IRP not to constitute the 'Committee of Creditors' (CoC in short). The Appeal was taken up thereafter on several dates. On 17th May, 2022, it was submitted by Learned Counsel for the Appellant that Appellant has approached the Bank and has offered to make upfront payment of Rs. 10 Crores with 10 Crores on acceptance of OTS and 55 Crores for exclusive security however the Bank has asked to deposit Rs. 75 Crores as upfront to consider the OTS. Additional Affidavit was filed by the Bank as well as Appellant. This Court vide Order dated 25.05.2022 directed the IRP to file Status Report. Status Report has been filed by the IRP.

3. Various Intervention Applications have been filed by home buyers, the Association of Home Buyers and IDBI Bank. The Appellant has also filed an I.A. No. 1468 of 2022 by which Resolution cum Settlement Proposal from the management of 'M/s. Supertech Limited' has been submitted.

4. We have heard Mr. Arun Kathpalia, Sr. Advocate along with Mr. Abhijeet Sinha, appearing for the Appellant and Mr. Alok Kumar, Learned Counsel appearing for the Union Bank of India. We have also heard Learned Counsel appearing for the Interveners. Submissions have been advanced by Learned Counsel for the Parties only on the prayer for Interim Relief.

5. Learned Counsel for the Appellant submits that the Appellant has approached the Respondent and presented their offer for payment of 100% of ledger balance along with 20 Crores upfront payment and rest within 24 months but the Bank has not accepted the offer and Union Bank of India

insisted that upfront payment of Rs. 75 Crores be made. It is submitted that the Appellant-Union Bank of India has extended the credit facilities only for the projects - Eco Village II Phase -I & Phase - II, Eco Village III and Romano Project. The Appellant has already paid an amount of Rs. 149.33 Corers. The Corporate Debtor have been running a large number of projects, substantial number of projects have already been completed, the existing promoters are willing to complete the projects in a time bound manner along with discharging the liabilities of all the Financial Creditors, Home Buyers and even Operational Creditors. Corporate Debtor had sufficient receivables with positive net worth and it requires only last mile funding for completing constructions which will result in generation of adequate cash-flows to meet out all obligations of the Corporate Debtor. The strategic partner 'M/s Star Realcon Pvt. Ltd.' has agreed 'in-principle' to induce 300 Crores to complete the stalled project of the Corporate Debtor. Further 'Varde' Partner a 'Grade A' fund has also shown inclination to infuse substantial fund. The Appellant vide I.A. No. 1468 of 2022 has submitted detailed Settlement cum Resolution Plan to execute the project completion.

6. Learned Counsel for the Appellant has also relied on the Judgement of this Tribunal where 'Reverse CIRP' was directed with regard to Real-Estate Projects. Learned Counsel for the Appellant submits that the present case is fit case where this Tribunal may follow the Judgment of this Tribunal in **Company Appeal (AT) Ins. No. 926 of 2019 in the matter of 'Flat Buyers Association Winter Hills-77, Gurgaon Vs. Umang Realtech Pvt. Ltd.**

Company Appeal (AT) Ins. No. 406 of 2022


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through IRP &Ors.' dated 04.02.2020. It is submitted that the Promoters of the Corporate Debtor are ready to extend full cooperation to the IRP for carrying out the construction of all the projects of the Corporate Debtor and to complete the same. Detailed Settlement-cum-Resolution Plan has been submitted along with I.A. No. 1468 of 2022. In accordance with which the further steps be directed to be taken. It is submitted that corporate debtor has sufficient receiving and ex-management under the supervision of the IRP will undertake construction activities at site on all the projects. All the projects of the Corporate Debtor have their respective RERA Accounts where minimum 70% payment received for construction has to be held and the same shall be used for construction of the respective projects. 30% of the remaining amounts will be deposited in a separate account which will be to discharge all bank liabilities in a phase wise manner. Out of the total 30 projects, 12 are complete/delivered and 18 are under construction which are mostly complete. Home-Buyers will get their homes and 'No dues Certificates'. 90% approximately homebuyers of twin tower have been paid and remaining will also get their refunds as per the proposed settlement plan.

7. Mr. Alok Kumar, Learned Counsel appearing for the Union Bank of India refuting the submissions of Learned Counsel for the Appellant submits that 'Status Report' of the IRP dated 31st May, 2022 has brought glaring default and non-compliance of the ex-management. It is submitted that their being debt and default, the Application under Section 7 has rightly been admitted and 'CIRP' be allowed to proceed by constitution of 'CoC'. Certain Intervention

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Applications filed by Home-Buyers are just a delaying tactics. The proposal submitted by the Appellant in an Affidavit are mis-leading. The Corporate Debtor is in fragile financial condition. The Corporate Debtor does not have enough fund to cater its home-buyers. It is submitted that Hon'ble Supreme Court has time and again emphasized need for minimal judicial interference by the NCLAT and NCLT in the framework of IBC. The Concept/Mechanism of 'Reverse Insolvency' as envisaged in the case of 'Flat Buyers Association Vs. Umang Realtech Pvt. Ltd.' (Supra) and other cases is an alien concept outside the scheme and against the provisions/objections of the IBC and the same does not have any legal basis as there is no provision/legislation enacted by the legislature, substantiating the concept. Appellant's argument that the normal mechanism as is followed in a 'CIRP' cannot be followed in cases of real estate infrastructure companies, is an attempt to circumvent the settled principles of law laid down in the Code. The Judgment relied by Learned Counsel for the Appellant on 'Reverse Insolvency' is not attracted in the facts of the present case. Learned Counsel for the Bank submitted that this Court may permit the 'CoC' be constituted and to enable the CIRP process to proceed in accordance with the law.

8. We have heard Mr. Bishwajit Dubey appearing for the IRP. He has submitted the 'Status Report' dated 31st May, 2022 giving details of various facts regarding the claim management, construction, cash flow and list of key issues, details of finances provided to 'M/s. Supertech Limited' by different Financial Creditors, Financial Creditors Claim as well as the details of various

projects, number of total units, sold units, registered units, near ready units and under construction units and unsold units. The IRP in his Status Report has submitted that IRP after the commencement of the CIRP intimated the Management and informed the Banks and Banks were requested to add the IRP as an authorized signatory in addition to the existing ones in all the bank accounts. IRP has sent communication to the Home Buyers. He has received claims of INR 15,175 Crores from 13,484 creditors of the Corporate Debtor. Learned Counsel for the IRP submits that he is prepared to undertake construction work. IRP has already managed to visit select project sites with the Project Director and others to understand the current stage of operation, scale of construction activities, site development plans, challenges and intricacies of each site etc. IRP has expressed requirement of third party needs to be appointed to estimate the balance cost to complete each project. In Report, IRP has also referred to litigation and investigation and other facts.

9. There are number of Intervention Applications which have been filed by the respective applicants. The Intervention Applications can be divided in two groups. Group one consists of I.As filed by the Home-Buyers with a prayer that 'CIRP' should not continue. In this group, there are several I.As where prayers have been made that 'CIRP' should be restricted to Eco Village II Project only. In I.A. No. 1731 of 2022, the prayer is that 'CIRP' should not continue. In I.A. No. 1730/2022, I.A. No. 1668 of 2022, I.A. No. 1617 of 2022, I.A. No. 1616 of 2022, I.A. No. 1615 of 2022, I.A. No. 1614 of 2022, I.A. No. 1116 of 2022, I.A. No. 1117 of 2022, prayers are made by the Home Buyers is that CIRP should

Company Appeal (AT) Ins. No. 406 of 2022

18
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be restricted to Eco Village II Project only. In I.A. No. 1115 of 2022, the Applicant prays to keep the project out of 'CIRP'. In I.A. No. 1731 of 2022, the Intervener Home Buyer prays that CIRP should not be continued and the projects of the Corporate Debtor shall be kept out from the ambit of the CIRP of the Corporate Debtor so as to allottees may get their possession of their dwelling units. Banks should not come in the way of completion of projects. Group two consists of Intervention Applications where Home Buyers prays that 'CIRP' should continue in this Group I.A. Nos. 1612 of 2022, 1609 of 2022, 1610 of 2022, 1605 of 2022, 1604 of 2022, 1582 of 2022, the Interveners pray that CIRP should continue. An Application being I.A. No. 1509 of 2022 has been filed by IDBI Bank Limited which prays that IDBI who is Financial Creditor and member of consortium banking arrangement where Union Bank of India was the Lead Bank, has disbursed the loan for the development of Eco Village II Project and prays that it may be permitted to intervene in the proceeding, it being a Financial Creditor.

10. We have heard Learned Counsel for the parties as well as the Interveners and perused the record.

11. We have carefully gone into the status report submitted by the IRP dated 31st May, 2022. From the status report submitted by the IRP, it is clear that IRP in his Report has listed 20 projects of the Corporate Debtor which also included Eco Village II Project for which the finance was given by the Union Bank of India who has filed the Application under Section 7 of the Code for initiation of the CIRP. By the admission of the Application under Section 7 of


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the Code by the Adjudicating Authority, CIRP has commenced against the Corporate Debtor and when CIRP has commenced against the Corporate Debtor, all projects which had been undertaken and under construction comes under CIRP. As per the IRP Status Report, IRP has taken a stock of situation by visiting the sites which are under construction. The IRP has held several meetings with the Project Director. Paragraph 1.7 of the Report details with the construction which is to the following effect:

“As apprised by the erstwhile promoters, the Corporate Debtor has ~20-25 active projects at various locations across country but mainly in Delhi-NCR. All the projects have a respective Project Director who is entrusted with the overall development of the project including but not limited to construction activities, vendor management, site management, etc, IRP had numerous meeting meetings, discussions, conferences with all the project directors to understand the current stage of operations, scale of construction activities, site development plans, challenges, and intricacies of each site. Though basic understanding of each project was provided but the consolidated view on overall constructions status, percentage completion of projects along with balance cost to complete has not been made available to the IRP. In the context, an independent third party needs to be appointed to estimate the balance cost to complete each project.”

12. At page 14 of the Report, the IRP has given the details of 20 projects of the Corporate Debtor which also included Eco Village II Project, Eco Village I project and III. The IRP has also given the details of Banks/Financial

Company Appeal (AT) Ins. No. 406 of 2022

18
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Institutions who has provided loan to M/s. Supertech Limited as Annexure C which is to the following effect:

“

Name of Bank/FIs	Doon Square	Eco City	EV-II	EV-III	EV-IV	Hues	Romano	Shopprix Mall Meerut	Multiple Projects	Amount Claimed
Union Bank of India	-	-	135	61	59	-	192	-	1	448
IFCI Limited	-	-	-	-	-	253	-	168	-	422
PNB Housing Finance	-	-	-	-	-	415	-	-	-	415
L & T Finance	-	-	-	-	-	-	-	-	411	411
Bank of Baroda	71	-	-	82	70	-	-	-	-	223
IDBI Bank	-	-	222	-	-	-	-	-	-	222
Punjab & Sind Bank	-	23	-	-	-	-	163	-	-	186
Bank of Maharashtra	-	-	-	128	-	-	-	-	-	128
Indiabulls Commercial Credit	-	-	-	-	-	-	-	-	29	29
Indiabulls ARC	-	-	-	-	-	-	-	-	-	0
Grand Total	71	23	356	271	129	668	354	168	441	2,483

13. Annexure E detailing the Operational Creditor Claim.

14. First we need to consider the submissions of Learned Counsel for the Appellant that in view of the fact that large number of projects of the Corporate Debtor are ongoing projects where substantial completion has been made and large number of units have also been handed over to the home buyers and rest units shall also be handed over, in event the construction of the projects are allowed to proceed as ongoing project, the promoters of the Corporate Debtor are willing to extend all cooperation to the IRP for carrying out the ongoing

12
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projects. It is submitted that CIRP need not to be allowed to continue for all the 20 projects rather it may be undertaken on projects basis as has been held by this Tribunal in its Judgment of 'Flat Buyers Association Winter Hills' (supra). The Hon'ble Supreme Court in '**Swiss Ribbon Pvt. Ltd. Vs. Union of India**' [(2019) 4 SCC 17] has made weighty observations with regard to the Insolvency Code which deals with economic matter. In paragraph 120 of the Judgment, following has been observed:

"120. The Insolvency Code is a legislation which deals with economic matters and, in the larger sense, deals with the economy of the country as a whole. Earlier experiments, as we have seen, in terms of legislations having failed, trial having led to repeated errors, ultimately led to the enactment of the Code. The experiment contained in the Code, judged by the generality of its provisions and not by so-called crudities and inequities that have been pointed out by the petitioners, passes constitutional muster. To stay experimentation in things economic is a grave responsibility, and denial of the right to experiment is fraught with serious consequences to the nation. We have also seen that the working of the Code is being monitored by the Central Government by Expert Committees that have been set up in this behalf. Amendments have been made in the short period in which the Code has operated, both to the Code itself as well as to subordinate legislation made under it. This process is an ongoing process which involves all stakeholders, including the petitioners."

15. The thought which was echoed by Hon'ble Supreme Court in 'Swiss Ribbons Pvt. Ltd.' (supra) has been reiterated in the Judgment of Hon'ble Supreme Court in '**Committee of Creditors of Essar Steel India Limited Vs. Satish Kumar Gupta and Ors.**' [(2018) 8 SCC 531]. This Tribunal in the case of 'Flat Buyers Association Winter Hills' (supra) was faced with a case regarding Insolvency of a Real Estate Company. In the above Judgment, this Tribunal dealt with 'Reverse Corporate Insolvency Resolution Process' and in paragraph 21 made following observations:

"21. In Corporate Insolvency Resolution Process against a real estate, if allottees (Financial Creditors) or Financial Institutions/Banks (Other Financial Creditors) or Operational Creditors of one project initiated Corporate Insolvency Resolution Process against the Corporate Debtor (real estate company), it is confined to the particular project, it cannot affect any other project(s) of the same real estate company (Corporate Debtor) in other places where separate plan(s) are approved by different authorities, land and its owner may be different and mainly the allottees (financial creditors), financial institutions (financial creditors, operational creditors are different for such separate project. Therefore, all the asset of the company (Corporate Debtor) are not to be maximized. The asset of the company (Corporate Debtor – real estate) of that particular project is to be maximized for balancing the creditors such as allottees, financial institutions and operational creditors of that particular project. Corporate Insolvency Resolution Process should be

project basis, as per approved plan by the Competent Authority. Any other allottees (financial creditors) or financial institutions/ banks (other financial creditors) or operational creditors of other project cannot file a claim before the Interim Resolution Professional of other project and such claim cannot be entertained.

So, we hold that Corporate Insolvency Resolution Process against a real estate company (Corporate Debtor) is limited to a project as per approved plan by the Competent Authority and not other projects which are separate at other places for which separate plans approved. For example – in this case the Winter Hill – 77 Gurgaon Project of the ‘Corporate Debtor’ has been place of Corporate Insolvency Resolution Process. If the same real estate company (Corporate Debtor herein) has any other project in another town such as Delhi or Kerala or Mumbai, they cannot be clubbed together nor the asset of the Corporate Debtor (Company) for such other projects can be maximised.”

16. This Tribunal also made observations that ‘Secured Creditor’ such as ‘financial institutions/ banks’, cannot be provided with the asset (flat/apartment) by preference over the allottees (Unsecured Financial Creditors) for whom the project has been approved. This Tribunal directed for following ‘Reverse Corporate Insolvency Resolution Process in case of Real Estate Infrastructure Companies in the interest of allottees and survival of the Real Estate Infrastructure Companies and to ensure completion of projects. In paragraph 25, following observations have been made:

"25. In the light of aforesaid discussion, as we find it is very difficult to follow the process as in normal course is followed in a Corporate Insolvency Resolution Process, we are of the view, that a 'Reverse Corporate Insolvency Resolution Process' can be followed in the cases of real estate infrastructure companies in the interest of the allottees and survival of the real estate companies and to ensure completion of projects which provides employment to large number of unorganized workmen."

17. In the above case, one of the promoters were directed to cooperate with the Interim Resolution Professional and to disburse the amount not as a promoter but as the outside Lender and direction for phase-wise completion of the project as well as direction for payment of financial institutions/banks simultaneously. In paragraph 26-27, following observations have been issued:

"26. The 'Uppal Housing Pvt. Ltd.' - Intervenor (One of the Promoter) is directed to cooperate with the Interim Resolution Professional and disburse amount (apart from the amount already disbursed) from outside as Lender (financial creditor) not as Promoter to ensure that the project is completed with the time frame given by it. The disbursement of amount which has been made by 'Uppal Housing Pvt. Ltd.' and the amount as will be generated from dues of the Allottees (Financial Creditors) during the Corporate Insolvency Resolution should be deposited in the account of the Company (Corporate Debtor) to keep the Company a going concern. The amount can be utilized only by issuance of cheque signed by the authorised person of the Company (Corporate Debtor) with counter signature by

the Interim Resolution Professional. The Bank in which the Corporate Debtor (Company) has account the amount should be deposited only for the purpose of completion of the Winter Hill - 77 Gurgaon Project. Banks will allow the cheques for encashment only with the counter signature of the Interim Resolution Professional.

27. The flats/apartments should be completed in all aspect by 30th June, 2020. All internal fit outs for electricity, water connection should be completed by 30th July, 2020. The Financial Institutions/ Banks should be paid simultaneously. The allottees are directed to deposit their balance amount and pay 90% without penal interest, if not deposited, by 15th March, 2020. The Allottees in whose favour possession has been offered and clearance has been given by the competent authority are bound to pay the cost for registration and directed to deposit registration cost to get the flats/apartments registered after paying all the balance amount in terms of the agreement."

18. An appeal was also filed before the Hon'ble Supreme Court of India vide Diary No. 13889-2020 in the matter of Narendra Singh Vs. M/s. Umang Realtech Pvt. Ltd. against the Order dated 04.02.2020 of this Tribunal in Company Appeal (AT) Ins. No. 926 of 2019 which was dismissed by an Order dated 11th August, 2020

19. From the facts, which has been brought on record especially the Status Report by the IRP it is clear that all 20 Projects which are of the Corporate Debtor are ongoing projects where substantial units of the total units have

Company Appeal (AT) Ins. No. 406 of 2022

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been sold. Project-wise detail has been given in Page 14 of the Report which is to the following effect:

S.no	Project name	Total Units	Sold Units	Registry Units	NDC Issued Units	Possession Without OC Units	Near Ready Units (NDC Issued)	Under construction Units	Unsold Units
1	Eco Village - 1	8,012	7,685	1,473	6,657	3,171	2,013	1,355	327
2	Upcountry	5,876	3,248	19	744	469	256	5,132	2,628
3	Eco Village - 2	5,696	5,189	1,079	4,287	2,054	1,154	1,409	507
4	Capetown	5,054	4,983	3,321	4,644	1,010	313	410	71
5	Eco Village - 3	3,909	2,892	593	1,718	667	458	2,191	1,017
6	Hill Town	2,561	1,208	72	75	-61	64	2,486	1,353
7	Cape Town North Eyes	2,449	1,561	23	340	39	278	2,109	888
8	Green Village	2,204	1,400	891	1,047	29	127	1,157	804
9	Eco City	2,145	2,141	1,333	2,130	720	77	15	4
10	Meerut Sport City	2,124	1,103	385	477	17	75	1,647	1,021
11	Romano	2,105	1,491	-	514	172	342	1,591	614
12	Czar Suites	2,083	1,862	265	1,678	976	437	405	221
13	Crossing Livingston	1,318	1,318	1,255	1,309	31	23	9	-
14	River Crest	1,301	265	-	199	55	144	1,102	1,036
15	Araville	618	493	82	336	88	166	282	125
16	Doon Square	606	326	60	149	19	70	457	280
17	Palm Green Residence Meerut	562	562	562	562	-	-	-	-
18	Palm Green Moradabad	434	434	401	429	28	-	5	-
19	34 Pavilion	367	367	138	361	221	2	6	-
20	Micasa - Bangalore	130	75	1	17	-	16	113	55
Total		49,554	38,603	11,953	27,673	9,705	6,015	21,881	10,951

20. We further notice that the Union Bank of India who has initiated CIRP by filing Section 7 Application has stated in Section 7 Application that it had given finance for Eco Village II Project. In annexure C of the Status Report of the IRP, Union Bank of India has shown to have given finance for Eco Village II Project, Eco Village III Project, Eco Village IV and One Romano Project. With regard to the Eco Village II Project, there is another Financial Creditor i.e. IDBI Bank

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who has filed Intervention Application as noted above. Large number of home buyers who has filed Intervention Application has prayed that CIRP be confined to Eco Village II Only. With regard to the other projects, the construction may be allowed to be completed so that home buyers may get their flats.

21. We are conscious of the fact that 'CIRP' has been initiated against the Corporate Debtor. 'CIRP' has commenced against all the projects of the Corporate Debtor. 'CIRP' encompasses all the assets of the Corporate Debtor including all Bank Accounts. The IRP has already been appointed and has taken steps by informing all concerned including Banks to add the name of IRP for operation of the Account. The Learned Counsel for the Appellant made submissions and also filed an I.A. No. 1468 of 2022 by which Resolution cum Settlement Proposal has been submitted by the Management with an object to carry out the construction of all the projects.

22. As noted above, the consequence of 'CIRP' is that all assets of the Corporate Debtor come in the control and management of the IRP. All bank accounts are to be operated with the counter signature of the IRP. No amount from any account can be withdrawn without the counter signature and permission of the IRP. IRP under the IBC has responsibility to run the Corporate Debtor as a going concern. Further when Promoters are ready to extend all cooperation with all its staffs and employees to the IRP, we see no reason for not to direct the IRP to proceed with construction of all the projects under the overall supervision and control of the IRP. We by an Interim Order

dated 12th April, 2022 directed not to constitute the 'CoC' which Interim Order is continuing as on date.

23. In the facts of the present case and keeping in view the submissions raised by the Learned Counsel for the parties, we are of the view that in 'CIRP' Process, Project-Wise Resolution to be started as a test to find out the success of such Resolution. Keeping an eye regarding construction and completion of the projects, we at present, are of the view that Interim Order dated 12th April, 2022 staying the constitution of CoC be modified to the extent that CoC be constituted for the Eco Village II Project only with all Financial Creditors including Financial Creditors/Banks/Home Buyers. The Committee of Creditors of Eco Village II Project shall start process for Resolution of Eco Village II Project. The IRP shall separate the claims received with regard to the Eco Village II Project and prepare an 'Information Memorandum' accordingly and proceed for meeting of the CoC as per the Code. It is further directed that even for Eco Village II Project, the IRP shall carry the Project and continue the project as ongoing project by taking all assistance from the ex-management, employees, workmen etc. We however make it clear that other projects apart from the Eco Village II Project shall proceed as ongoing project basis under the overall supervision of the IRP. IRP in his report stated that with regard to the projects, there are separate accounts as per 'RERA' Guidelines. Detail account of all the inflow and outflow with regard to each project shall be separately maintained as per the 'RERA' Guidelines. 70% of the amount received with regard to the project shall be utilized for construction purpose only with regard

to the disbursement of rest 30 % amount, we shall issue appropriate direction after receiving further Status Report and after hearing all concern subsequently.

24. The Promoters of the Corporate Debtor has submitted that they shall arrange for Interim Finance to support the ongoing construction of the different projects by arranging finances as submitted in their Settlement cum Resolution Plan. Annexure 3 to the I.A. No. 1468 of 2022, with an object to complete the projects and clear the outstanding of all Financial Institutions including the Financial Creditors on the basis of 100% ledger balance and also payment to the Operational Creditor. The pendency of this proceeding shall in no manner hinder the Appellant to approach the Financial Creditors for entering into Settlement with the Financial Creditors. With regard to the disbursement to the Financial Creditors, out of 30% of the amount, we shall issue necessary direction after receiving the status report and receiving the progress of the projects.

25. In view of the foregoing discussions, we issue following Interim Directions:

- i. The Interim Order dated 12th April, 2022 continuing as on date is modified to the extent that IRP may constitute the CoC with regard to the Project Eco Village II only.
- ii. After constitution of CoC of Eco Village II Project, the IRP shall proceed to complete the construction of the project with the assistance of the ex-management, its employees and workmen.

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- iii. With regard to the Eco Village II Project, the IRP shall proceed with the completion of the project, Resolution and shall be free to prepare Information Memorandum, issue Form -G, invite Resolution Plan however no Resolution Plan be put for voting without the leave of the Court.
- iv. All receivables with regard to the Eco Village II Project, shall be kept in the separate account, earmarked account and detail accounts of inflow and outflow shall be maintained by the IRP.
- v. That all other projects of the Corporate Debtor apart from Eco Village II Project shall be kept as ongoing project. The Construction of all other projects shall continue with overall supervision of the IRP with the assistance of the ex-management and its employees and workmen.
- vi. The promoter shall infuse the funds as arranged by it in different projects which shall be treated as Interim Finance regarding which detail account shall be maintained by the IRP.
- vii. No account of Corporate Debtor shall be operated without the counter signature of the IRP. All expenses and payments in different projects, shall be only with the approval of the IRP. All receivables in different projects shall be deposited in the account as per 'RERA' Guidelines and 70% of the amount shall be utilized for the construction purpose only. With regard to the disbursement of rest of the 30 %, appropriate direction shall be issued subsequently after receiving the status report and after hearing all concerns.


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- viii. The IRP shall obtain approval of the CoC which is directed to be constituted for Eco Village II Project and incur all the expenses regarding the said projects and further incur the expenses accordingly.
- ix. With regard to the expenses to other projects for which no CoC has been constituted, IRP is at liberty to submit a proposal for payment of various expenses including 'CIRP' expenses to this Tribunal.
- x. The Promoters of the Corporate Debtor shall be at liberty to bear any expenses as requested by the IRP without in any manner utilizing any of the funds of the Corporate Debtor.
- xi. Let the IRP submit a further Status Report within six weeks from today regarding Eco Village II Project and all other projects.
- xii. The Parties are at liberty to file an I.A. for any direction/clarification in the above regard.
- xiii. List this Appeal on **27th July, 2022**.

[Justice Ashok Bhushan]
Chairperson

[Mr. Naresh Salecha]
Member (Technical)

New Delhi
10.06.2022
Basant

Company Appeal (AT) Ins. No. 406 of 2022


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ITEM NO.55

COURT NO.6

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

CIVIL APPEAL..... Diary No(s).33603/2022

(Arising out of impugned final judgment and order dated 10-06-2022 in CAAT(I) No. 406/2022 passed by the National Company Law Appellate Tribunal)

INDIABULLS ASSET RECONSTRUCTION COMPANY LIMITED Petitioner(s)

VERSUS

RAM KISHOR ARORA & ORS.

Respondent(s)

(IA No.168070/2022-CONDONATION OF DELAY IN FILING and IA No.168071/2022-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT and IA No.168069/2022-EX-PARTE STAY and IA No.168068/2022-PERMISSION TO FILE APPEAL)

WITH

C.A. No. 5941/2022 (XVII)

(FOR ADMISSION and I.R. and IA No.127725/2022-EX-PARTE STAY and IA No.127724/2022-PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

Date : 27-01-2023 These petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE DINESH MAHESHWARI
HON'BLE MR. JUSTICE HRISHIKESH ROY

For Petitioner(s) Mr. Gopal Jain, Sr. Adv.
 Mr. Somesh Dhawan, Sr. Adv.
 Mr. Mahesh Agarwal, Adv.
 Mr. Ankur Saigal, Adv.
 Mr. Anshuman Srivastava, Adv.
 Mr. Shashwat Singh, Adv.
 Ms. Geetika Sharma, Adv.
 Mr. E. C. Agrawala, AOR

 Mr. R. Venkataramani, AG
 Mr. Balaji Srinivasan, AOR
 Mr. Alok Kumar, Adv.
 Ms. Garima Soni, Adv.
 Mr. Rohil Pandit, Adv.
 Mr. Abhinav Shukla, Adv.
 Mr. Chitvan Singhal, Adv.
 Mr. Anandh Venkataramani, Adv.
 Ms. Sonali Jain, Adv.
 Mr. Raman Yadav, Adv.

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Reason:

Mr. Abhishek Pandey, Adv.

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For Respondent(s)

Dr. Abhishek Manu Singhvi, Adv.
Mr. Abhijeet Sinha, Adv.
Mr. Siddharth Bhatti, Adv.
Ms. Lashita Dhingra, Adv.
Mr. Dinesh Kumar Garg, AOR
Mr. Abhishek Garg, Adv.
Mr. Dhananjay Garg, AOR
Mr. Ishaan Tiwari, Adv.
Ms. Khyati Jain, Adv.
L. Nidhiram Sharma, Adv.
Mr. Saikat Sarkar, Adv.

Mr. R. Sudhinder, Adv.
Ms. Niharika Sharma, Adv.
Mr. R. Gopalakrishnan, AOR

Mr. Nishant Verma, AOR

Mr. Ravi Prakash Mehrotra, Sr. Adv.
Mr. Apoorv Srivastava, Adv.
Mr. Jogy Scaria, AOR

Mr. Gopal Jain, Sr. Adv.
Mr. Somesh Dhawan, Sr. Adv.
Mr. Mahesh Agarwal, Adv.
Mr. Rishi Agrawala, Adv.
Mr. Ankur Saigal, Adv.
Ms. Geetika Sharma, Adv.
Mr. Shivam Shukla, Adv.
Mr. E. C. Agrawala, AOR

Mr. Jayant Mehta, Sr. Adv.
Mr. Viplav Acharya, Adv.
Mr. Raghav Bhatia, Adv.
Mr. Akshat Srivastava, AOR

UPON hearing the counsel the Court made the following
O R D E R

Taking note of the submissions sought to be made in these matters, we are clearly of the view that as at present, the offers said to have been made by the prospective resolution applicants may be evaluated and may be placed for consideration before the NCLAT but beyond that process, we would request the NCLAT to keep the

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proceedings in abeyance and await further orders of this Court.

List these matters on 16.02.2023.

(GAGANDEEP SINGH CHADHA)
(SENIOR PERSONAL ASSISTANT)

(RANJANA SHAILEY)
COURT MASTER (NSH)


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NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT) (Ins.) No. 406 of 2022 &
I.A. No. 2246, 2646 & 2663 of 2022

IN THE MATTER OF:

Ram Kishor Arora
Suspended Director of Supertech Ltd.

....Appellant

Vs.

Union Bank of India & Anr.

....Respondents

Present:

Mr. Siddharth Bhatli, Ms. Lashita Dhingra, Advocates for Appellant.

Mr. M.P Sahay, Ms. Awanitika, Advocates for Homebuyers.

Mr. R. Sudhinder, Mr. Udit Mendiratta, Ms. Kiran Sharma, Ms. Niharika Sharma, Advocates for IRP.

Mr. Alok Kumar, Ms. Garima Soni, Mr. Rohil Pandit, Advocates for R-1/UBI.

Ms. Anwasha Dasgupta, Mr. Saurav Agarwal, Mr. Mohit Kishore, Mr. Siddharth Srivastava, Advocates for Applicant in I.A. No. 4966 of 2022.

Mr. Shaurya Krishna and Mr. Amit Garg, Advocates for Impleador in I.A. No. 4713/2022.

Mr. Sumesh Dhawan, Mr. Nikhil Mehndiratta, Mr. Shaurya Shyam, Advocates for Applicant/Intervenor in I.A. No. 3776 of 2022.

Ms. Vatsala Kak, Mr. Raghav Dembla, Advocates for Indiabulls.

Ms. Vanita Bhargava, Ms. Wamika Trehan, Mr. Siddhant Kumar, Ms. Maithili Moondra, Advocates for L&T finance in I.A. No. 3034 of 2022.

Mr. Rohit Oberoi and Mr. Raghav Sethi, Advocates for Applicant in I.A. No. 4574/2022 & 4575/2022.

Mr. Rupesh Gupta, Ms. Eesha Sharma, Advocates for Homebuyers (Intervenor).

Mr. Sourav Roy, Mr. Prabudh Singh, Advocates in I.A. No. 3206/2021.

Ms. Adya Jha, Advocate for Applicant in I.A. Nos. 2717/2022 & 4213/2022.

Company Appeal (AT) (Ins.) No. 406 of 2022


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ORDER

31.01.2023: Learned Counsel for the parties have placed before us the order passed by Hon'ble Supreme Court dated 27.01.2023 which is to the following effect:

"Taking note of the submissions sought to be made in these matters, we are clearly of the view that as at present, the offers said to have been made by the prospective resolution applicants may be evaluated and may be placed for consideration before the NCLAT but beyond that process, we would request the NCLAT to keep the proceedings in abeyance and await further order of this Court.

List these matters on 16.02.2023."

In view of the aforesaid order of the Hon'ble Supreme Court the appeal is adjourned to await further orders of Hon'ble Supreme Court.

Parties are at liberty to file an application for fixing a date after an order is received from the Hon'ble Supreme Court.

**[Justice Ashok Bhushan]
Chairperson**

**[Barun Mitra]
Member (Technical)**

sa/nn

Company Appeal (AT) (Ins.) No. 406 of 2022


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IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NO. 1925 OF 2023

INDIABULLS ASSET RECONSTRUCTION
COMPANY LIMITED

....APPELLANT(S)

VERSUS

RAM KISHORE ARORA & ORS.

....RESPONDENT(S)

WITH

CIVIL APPEAL NO. 5941 OF 2022

CIVIL APPEAL NO. 1975 OF 2023

ORDER

Civil Appeal No. 5941 of 2022 and Civil Appeal No. 1925 of 2023

1. These two appeals (Civil Appeal Nos. 5941 of 2022 and 1925 of 2023) filed by the Union Bank of India and Indiabulls Asset Reconstruction Company Ltd. respectively, being the financial creditors of the corporate debtor – Supertech Ltd., are directed against the order dated 10.06.2022 passed by the National Company Law Appellate Tribunal, Principal Bench, New Delhi¹, in Company Appeal (AT) (Ins.) No. 406 of 2022. By the order impugned, the Appellate Tribunal, while dealing

Signature valid
Digitally signed by
ARUN BISHNOI
Date: 2023.03.11
15:48:47
Reason:

with an appeal against the order dated 25.03.2022 passed by the

¹ Hereinafter referred to as 'the Appellate Tribunal' or 'NCLAT.'

National Company Law Tribunal, New Delhi – Court VI², in admitting an application under Section 7 of the Insolvency and Bankruptcy Code, 2016³, has issued a slew of directions which practically have the effect of converting the corporate insolvency resolution process⁴ in question into a “project-wise insolvency resolution process” inasmuch as the constitution of committee of creditors⁵ has been restricted only to one project named “Eco Village-II” of the corporate debtor, who is dealing in real estate and has several ongoing projects.

2. The other appeal, being Civil Appeal No. 1975 of 2023, is preferred by Assets and Care Reconstruction Ltd., a beneficiary of corporate guarantee, challenging the order dated 10.01.2023 whereby, the Appellate Tribunal directed the interim resolution professional⁶ to call a meeting of only those financial institutions who have lent money to the corporate debtor before finalisation of the term sheet.

3. Having regard to myriad issues involved and the fact that final disposal of the appeals is likely to take time, we have heard the learned counsel for the parties as regards interim relief and/or interim arrangement, particularly after taking note of the fact that in terms of the direction of NCLAT, certain offers were received from the prospective resolution applicants. Those offers were directed to be placed before NCLAT and we requested the NCLAT to keep further proceedings in

2 Hereinafter referred to as ‘the Tribunal’ or ‘NCLT’.

3 Hereinafter referred to as ‘IBC’ or ‘the Code’.

4 For short, ‘CIRP’.

5 For short, ‘CoC’.

6 For short, ‘IRP’.

abeyance and await further orders of this Court. Thereafter, we heard the learned counsel for the parties at substantial length as regards the propositions towards interim relief/interim arrangement in view of the typical issues involved in these matters.

4. A brief reference to the relevant background aspects shall be apposite.

4.1. The corporate debtor is a real estate company engaged in construction of various projects, mostly in the National Capital Region, which received credit facilities from Union Bank of India by way of sanction letter dated 19.10.2013/16.12.2013, in the sum of Rs. 150 crore, for the development of the "Eco Village-II Project." Subsequently, Union Bank of India and Bank of Baroda entered into an agreement, extending second credit facilities in the sum of Rs. 200 crore, with Union Bank of India's total exposure being Rs. 100 crore, as sanctioned by letter dated 21.11.2015.

4.2. The credit facilities provided by Union Bank of India to the corporate debtor were secured through a mortgage, corporate guarantees, and personal guarantees. As a result of the corporate debtor's default on the loan repayment, the account was declared as a 'Non-Performing Asset' on 20.06.2018.

4.3. Union Bank of India filed an application under Section 7 of the Code on 20.03.2021, claiming a total amount of Rs. 431,92,53,302 as on 31.01.2021, along with accrued interest. The NCLT, by its order dated 25.03.2022, admitted the Section 7 application and directed for initiation

of CIRP for the corporate debtor. Following this, Mr. Hitesh Goel – respondent No. 3 was appointed as the IRP.

4.4. Aggrieved by this order so passed by NCLT, respondent No. 1 – promoter/suspended director of corporate debtor filed an appeal before NCLAT. On 12.04.2022, an interim order was passed by NCLAT, directing that CoC shall not be constituted until the next date. The said order continued until passing of the impugned order dated 10.06.2022.

4.5. In the impugned order dated 10.06.2022, the Appellate Tribunal partly modified its order dated 12.04.2022 and issued interim directions, including constitution of CoC for Eco Village Project-II only; the said project to be completed with assistance of ex-management whereas other projects, apart from Eco Village-II, were ordered to be continued as ongoing projects. The interim directions in the impugned order dated 10.06.2022 read as follows: -

i. The Interim Order dated 12th April, 2022 continuing as on date is modified to the extent that IRP may constitute the CoC with regard to the Project Eco Village II only.

ii. After constitution of CoC of Eco Village II Project, the IRP shall proceed to complete the construction of the project with the assistance of the ex management, its employees and workmen.

iii. With regard to the Eco Village II Project, the IRP shall proceed with the completion of the project, Resolution and shall be free to prepare Information Memorandum, issue Form –G, invite Resolution Plan however no Resolution Plan be put for voting without the leave of the Court.

iv. All receivables with regard to the Eco Village II Project, shall be kept in the separate account, earmarked account and detail accounts of inflow and outflow shall be maintained by the IRP.

v. That all other projects of the Corporate Debtor apart from Eco Village II Project shall be kept as ongoing project. The Construction of all other projects shall continue with overall supervision of the IRP with the assistance of the ex-management and its employees and workmen.

vi. The promoter shall infuse the funds as arranged by it in different projects which shall be treated as Interim Finance regarding which detail account shall be maintained by the IRP.

vii. No account of Corporate Debtor shall be operated without the counte signature of the IRP. All expenses and payments in different projects, shall be only with the approval of the IRP. All receivables in different projects shall be deposited in the account as per 'RERA' Guidelines and 70% of the amount shall be utilized for the construction purpose only. With regard to the disbursement of rest of the 30 %, appropriate direction shall be issued subsequently after receiving the status report and after hearing all concerns.

viii. The IRP shall obtain approval of the CoC which is directed to be constituted for Eco Village II Project and incur all the expenses regarding the said projects and further incur the expenses accordingly.

ix. With regard to the expenses to other projects for which no CoC has been constituted, IRP is at liberty to submit a proposal for payment of various expenses including 'CIRP' expenses to this Tribunal.

x. The Promoters of the Corporate Debtor shall be at liberty to bear any expenses as requested by the IRP without in any manner utilizing any of the funds of the Corporate Debtor.

xi. Let the IRP submit a further Status Report within six weeks from today regarding Eco Village II Project and all other projects.

xii. The Parties are at liberty to file an I.A. for any direction/clarification in the above regard.

xiii. List this Appeal on **27th July, 2022.**"

5. Dissatisfied with the interim directions so issued by the Appellate Tribunal, the appellants, financial creditors of corporate debtor, have filed appeals before this Court, essentially challenging the adoption of reverse CIRP by the Appellate Tribunal and limiting the CIRP and constitution of CoC to only one project of corporate debtor, i.e., Eco Village-II.

6. It has been contended on behalf of the appellants that the Appellate Tribunal does not have power under IBC to allow project-wise CIRP and does not have power to accept a resolution plan presented by the promoter without giving opportunity to the CoC to study the commercial viability of the plan. It has also been contended that there is

no concept of project-wise resolution under IBC and the order impugned was passed by the Appellate Tribunal without notice to the appellants, who are the financial creditors having substantial stakes in the matter.

7. As regards interim relief/interim arrangement, the contesting parties have put forward different propositions which could be summarised as *infra*.

7.1. It has been submitted on behalf of the appellant - Union Bank of India that the financial institutions, including appellant, have funded the corporate debtor as a single corporate entity irrespective of the fact that the funds are being utilised for a single project or multiple projects. Therefore, the credit facility extended by the appellant does not get converted to 'project finance' allowing resolution through 'project based insolvency' mechanism; and the scheme of IBC envisages CIRP of whole corporate entity that is to be carried out only through CoC mandated to be constituted for the corporate debtor as a whole instead of only one of its projects. Moreover, any procedure that allows the erstwhile management, the cause of suspension of the projects, to participate as a resolution applicant or in any other form or to receive funds from a third party for the corporate debtor will defeat the purpose of the Code, as it is in violation of Section 29-A of the Code as well as various judgments of this Court; and there are serious delinquencies dimension against the ex-management. It is submitted that the appellant is in favour of the investment being made by any third party on the primary condition that the ex-management is not included for resolution of the corporate debtor.

7.2. It has been submitted on behalf of the appellant – Indiabulls Asset and Reconstruction Company Ltd. that the impugned order restricting constitution of CoC only to Eco Village-II is required to be modified to constitute CoC for entire company; promoter/erstwhile management of the corporate debtor should have no involvement in CIRP and must maintain the *status quo* concerning the assets of the corporate debtor.

7.3. It has been submitted on behalf of promotor-respondent No.1 that interim direction No. (i) and (ii) issued by the Appellate Tribunal be modified to include Eco Village-II project also within the interim arrangement. Additionally, the ex-management of the corporate debtor may be allowed to carry out the execution of the interim funding and settlement plan under the supervision of IRP, which could be monitored by a Monitoring Committee designated by this Court. Further, the IRP, ex-management, and the Monitoring Committee be required to submit quarterly progress reports to NCLAT, or alternatively, to this Court. It has also been submitted that no coercive action be taken against assets of corporate debtor, its promoters, directors and management which otherwise would delay completion of projects.

7.4. It has been submitted on behalf of IRP that interim directions issued by the Appellate Tribunal, by way of the impugned order, deserve not to be interfered with; the construction can be monitored by a steering committee which can file reports every quarter; and directions may be issued to initiate efforts to procure interim financing for all of the corporate

debtor's projects, which would include both Eco Village-II and Non-Eco Village II projects.

7.5. It has been submitted on behalf of home buyers of Eco Village-II that the direction be issued to complete the construction of the said project in a similar manner as envisaged for other home buyers for whom no CoC has been constituted and construction deserves to be completed under supervision of IRP with assistance of ex-management.

7.6. It has been submitted on behalf of other home buyers that the impugned order deserves not to be interfered with and direction may be issued to NCLAT to complete the process of approval and infusion of funds from proposed investor; a Monitoring Committee may be formed in regard to interim arrangement and settlement plan and due diligence report may be circulated for their opinion; and no coercive action to be taken against assets of the corporate debtor.

8. We have given anxious consideration to the submissions made by the learned counsel for the parties, who have assigned various reasons in support of their respective propositions. As aforesaid, in this order, we are only dealing with the question of interim relief/interim arrangement during the pendency of these appeals.

9. As noticed, the present appeals (Civil Appeal No. 5941 of 2022 and Civil Appeal No. 1925 of 2023) are directed against an interim order of the Appellate Tribunal. However, the said interim order, *prima facie*, gives rise to several questions worth consideration, including the fundamental one as to the tenability of the proposition of "project-wise

resolution” as adopted by the Appellate Tribunal. The question, at present, is as to what should be the interim relief/interim arrangement until disposal of these appeals. In regard to this question, we may take note of the relevant principles in relation to the matter concerning grant of interim relief which have been re-emphasized by this Court in the case of

Union of India and Ors. v. M/s Raj Grow Impex LLP and Ors.: 2021

SCC OnLine SC 429 as follows:-

“194. In addition to the general principles for exercise of discretion, as discussed hereinbefore, a few features specific to the matters of interim relief need special mention. It is rather elementary that in the matters of grant of interim relief, satisfaction of the Court only about existence of *prima facie* case in favour of the suitor is not enough. The other elements i.e., balance of convenience and likelihood of irreparable injury, are not of empty formality and carry their own relevance; and while exercising its discretion in the matter of interim relief and adopting a particular course, the Court needs to weigh the risk of injustice, if ultimately the decision of main matter runs counter to the course being adopted at the time of granting or refusing the interim relief. We may usefully refer to the relevant principle stated in the decision of Chancery Division in *Films Rover International Ltd. v. Cannon Film Sales Ltd.* : (1986) 3 All ER 772 as under:—

“...The principal dilemma about the grant of interlocutory injunctions, whether prohibitory or mandatory, is that there is by definition a risk that the court may make the “wrong” decision, in the sense of granting an injunction to a party who fails to establish his right at the trial (or would fail if there was a trial) or alternatively, in failing to grant an injunction to a party who succeeds (or would succeed) at trial. **A fundamental principle is therefore that the court should take whichever course appears to carry the lower risk of injustice if it should turn out to have been “wrong”** in the sense I have described. The guidelines for the grant of both kinds of interlocutory injunctions are derived from this principle.”

(emphasis in bold supplied)

195. While referring to various expositions in the said decision, this Court, in the case of *Dorab Cawasji Warden v. Coomi Sorab Warden* : (1990) 2 SCC 117 observed as under:—

“16. The relief of interlocutory mandatory injunctions are thus granted generally to preserve or restore the status

quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. **But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm, courts have evolved certain guidelines.** Generally stated these guidelines are:

- (1) The plaintiff has a strong case for trial. That is, it shall be of a higher standard than a prima facie case that is normally required for a prohibitory injunction.
- (2) It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money.
- (3) The balance of convenience is in favour of the one seeking such relief.

17. Being essentially an equitable relief the grant or refusal of an interlocutory mandatory injunction shall ultimately rest in the sound judicial discretion of the court to be exercised in the light of the facts and circumstances in each case. Though the above guidelines are neither exhaustive nor complete or absolute rules, and there may be exceptional circumstances needing action, applying them as prerequisite for the grant or refusal of such injunctions would be a sound exercise of a judicial discretion."

(emphasis in bold supplied)

196. In keeping with the principles aforesaid, one of the simple questions to be adverted to at the threshold stage in the present cases was, as to whether the importers (writ petitioners) were likely to suffer irreparable injury in case the interim relief was denied and they were to ultimately succeed in the writ petitions. A direct answer to this question would have made it clear that their injury, if at all, would have been of some amount of loss of profit, which could always be measured in monetary terms and, usually, cannot be regarded as an irreparable one. Another simple but pertinent question would have been concerning the element of balance of convenience; and a simple answer to the same would have further shown that the inconvenience which the importers were going to suffer because of the notifications in question was far lesser than the inconvenience which the appellants were going to suffer (with ultimate impact on national interest) in case

operation of the notifications was stayed and thereby, the markets of India were allowed to be flooded with excessive quantity of the said imported peas/pulses."

10. In the light of the principles aforesaid, in our view, as at present, we should adopt the course which appears to carry lower risk of injustice, even if ultimately in the appeals, this Court may find otherwise or choose any other course. In that regard, the element of balance of convenience shall have its own significance. On one hand is the position that the Appellate Tribunal has adopted a particular course (which it had adopted in another matter too) while observing that the project-wise resolution may be started as a test to find out the success of such resolution. The result of the directions of the impugned order dated 10.06.2022 is that except Eco Village-II project, all other projects of the corporate debtor are to be kept as ongoing projects and the construction of all other projects is to be continued under the supervision of the IRP with the ex-management, its employees and workmen. Infusion of funds by the promoter in different projects is to be treated as interim finance, regarding which total account is to be maintained by IRP. If at the present stage, on the submissions of the appellants, CoC is ordered to be constituted for the corporate debtor as a whole in displacement of the directions of the Appellate Tribunal, it is likely to affect those ongoing projects and thereby cause immense hardship to the home buyers while throwing every project into a state of uncertainty. On the other hand, as indicated before us, the other projects are being continued by the IRP and efforts are being made for infusion of funds with the active assistance of the ex-management but

without creating any additional right in the ex-management. In our view, greater inconvenience is likely to be caused by passing any interim order of constitution of CoC in relation to the corporate debtor as a whole; and may cause irreparable injury to the home buyers. In this view of the matter, we are not inclined to alter the directions in the order impugned as regards the projects other than Eco Village-II.

11. In relation to Eco Village-II project, since CoC was ordered to be constituted by the Appellate Tribunal in the impugned order dated 10.06.2022, we are not interfering with those directions too but, in our view, any process beyond voting on the resolution plan should not be undertaken without specific orders of this Court.

12. The other propositions, including that of constituting monitoring committee, are kept open, to be examined later, if necessary.

13. For what has been discussed hereinabove, the impugned order dated 10.06.2022 is allowed to operate subject to the final orders to be passed in these appeals and subject, of course, to the modification in respect of Eco Village-II project that the process beyond voting on resolution plan shall await further orders of this Court.

14. The interim direction dated 27.01.2023 by this Court in these matters is modified in the manner that the NCLAT may deal with the offers said to have been received and pass an appropriate order thereupon but, the entire process shall remain subject to the orders to be passed in these appeals.

15. These appeals may be listed for final hearing at the admission stage in the second week of July, 2023.

Civil Appeal No. 1975 of 2023

16. As regards Civil Appeal No. 1975 of 2023, no interim relief or interim arrangement is considered requisite at the present stage. The question of maintainability of this appeal is also kept open, to be examined at the appropriate stage. This appeal also be listed along with Civil Appeal No. 5941 of 2022.

Regarding interlocutory applications

17. In the interest of justice, it is made clear that other pending interlocutory applications in these matters are also left open to be examined at appropriate stage with liberty to the parties to mention, if so advised and necessary.

..... J.
(DINESH MAHESHWARI)

..... J.
(SANJAY KUMAR)

NEW DELHI;
MAY 11, 2023.

ITEM NO.1502

COURT NO.5

SECTION XVII

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s).1925/2023

INDIABULLS ASSET RECONSTRUCTION
COMPANY LIMITED

Appellant(s)

VERSUS

RAM KISHOR ARORA & ORS.

Respondent(s)

[HEARD BY: HON'BLE DINESH MAHESHWARI AND HON'BLE SANJAY KUMAR,
JJ.]
WITH

C.A. No.5941/2022 (XVII)

C.A. No.1975/2023 (XVII)

Date : 11-05-2023 These appeals were called on for pronouncement
of order.

For Appellant(s)

Mr. Mahesh Agarwal, Adv.
Mr. Ankur Saigal, Adv.
Mr. Shashwat Singh, Adv.
Ms. Geetika Sharma, Adv.
Mr. Sumesh Dhawan, Adv.
Mr. E. C. Agrawala, AOR

Mr. Balaji Srinivasan, AOR

Mr. Angad Varma, Adv.
Mr. Toyesh Tiwari, Adv.
Mr. Nikhil Mehndiratta, Adv.
M/s. Dua Associates, AOR

For Respondent(s)

Mr. Siddharth Bhatli, Adv.
Mr. Dinesh Kumar Garg, AOR
Mr. Abhishek Garg, Adv.
Mr. Dhananjay Garg, Adv.
Ms. Khyati Jain, Adv.
Mr. Ishaan Tiwari, Adv.

Mr. Nakul Dewan, Sr. Adv.
Mr. R. Gopalakrishnan, AOR
Mr. Somdutta Bhattacharyya, Adv.
Ms. Niharika Sharma, Adv.

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Ms. Kiran Sharma, Adv.
Mr. Sathvik Chandrasekar, Adv.
Mr. R Sudhinder, Adv.
Mr. R Gopalakrishnan, Adv.

Mr. Viplan Acharya, Adv.
Mr. N. B. V. Srinivasa Reddy, Adv.
Mr. Akshat Srivastava, AOR

Mr. Divyesh Pratap Singh, AOR

Mr. Himanshu Shekhar, AOR
Mr. M. L. Lahoty, Adv.
Mr. Paban Kumar Sharma, Adv.
Mr. Anchit Sripat, Adv.
Mr. Pranab Kumar Nayak, Adv.
Mr. Arvind Kumar, Adv.

Mr. Nishant Verma, AOR
Ms. Shisba Chawla, Adv.
Mr. Sourav Singh, Adv.

Mr. Ravi Prakash Mehrotra, Sr. Adv.
Mr. Apoorv Srivastava, Adv.
Mr. Jogy Scaria, AOR

Mr. Somesh Dhawan, Sr. Adv.
Mr. Mahesh Agarwal, Adv.
Mr. Rishi Agrawala, Adv.
Mr. Ankur Saigal, Adv.
Ms. Geetika Sharma, Adv.
Mr. Shivam Shukla, Adv.
Mr. E. C. Agrawala, AOR

Hon'ble Mr. Justice Dinesh Maheshwari pronounced the order of the Bench comprising His Lordship and Hon'ble Mr. Justice Sanjay Kumar.

In terms of the signed order, Civil Appeal No.5941 of 2022 and Civil Appeal No.1925 of 2023 may be listed for final hearing at the admission stage in the second week of July, 2023 and Civil Appeal No.1975 of 2023 be listed along with Civil Appeal No.5941 of 2022.

Regarding interlocutory applications

In the interest of justice, it is made clear that other pending interlocutory applications in these matters are also left open to be examined at appropriate stage with liberty to the parties to mention, if so advised and necessary.

(ARJUN BISHT)
COURT MASTER (SH)

(MATHEW ABRAHAM)
COURT MASTER (NSH)

(signed order is placed on the file)

Strictly private and confidential

Minutes of the Tenth Meeting of the Committee of Creditors

Meeting Date & Time: Wednesday, 28 June 2023 from 02:30 PM to 5:30 PM IST

Venue / Mode: Via Audio / Video Conferencing

Name of the Corporate Debtor: Supertech Limited – Project Eco Village II (“Project EV II”)

Members Present:

- A. Resolution Professional (“RP”): Mr. Hitesh Goel
- B. The Financial Creditors (“CoC Members”, “CoC”, “Committee of Creditors”):
 - 1. IDBI Bank Limited (“IDBI”)
 - a) Mr. Jitendra Joshi
 - b) Mr. Hari Kumar Meena
 - c) Mr. Sushil Kumar
 - 2. Union Bank of India (“UBI”)
 - a) Mr. Prasant Sahoo
 - b) Mr. Amit Kumar Sinha
 - 3. Bank of Baroda (“BoB”)
 - a) Mr. Vikas Mehra
 - b) Mr. Aksh Vardhan
 - 4. Creditors in Class i.e., Homebuyers, represented through their Authorized Representative (“Authorized Representative”, “AR”)
 - a) Mr. Sanjeet Kumar Sharma
- C. Representatives from Deloitte India Insolvency Professionals LLP (“Deloitte IPE”) providing support services to the Resolution Professional (“RP Team”)
 - 1. Mr. Vishal Kashyap
 - 2. Mr. Ankur Bhargava
 - 3. Mr. Shreshth Jain
 - 4. Mr. Roustam Sanyal
 - 5. Mr. Amritam Anand

Strictly private and confidential

Other Attendees:

1. Legal Advisors to the RP ("RP Legal Advisors") – Argus Partners
 - a. Mr. Somdutta Bhattacharya
 - b. Ms. Niharika Sharma
 - c. Ms. Himani Chhabra

2. Directors of the Suspended Board of the Corporate Debtor ("Directors"), Key Managerial Personnel ("KMP"), and Promoters
 - a. Mr. B.K. Pandey, Chief Financial Officer

3. Transaction Review Auditor ("Auditor") – J Mandal & Co.
 - a. Mr. Mukkul Agarwal


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Strictly private and confidential**Agenda 1: The Resolution Professional ("RP") to take the Chair**

The Tenth Meeting of the Committee of Creditors ("CoC") of Project EV II was called to order by the Chair, Mr. Hitesh Goel, Resolution Professional. The RP welcomed the CoC members and other participants to the Tenth Meeting of the Committee of Creditors conducted through video and audio conference. The RP acknowledged the presence of the representatives of the financial creditors attending the meeting, Legal Advisors to the RP, and the representatives from Deloitte IPE, and the Key Managerial Personnel of the Corporate Debtor.

Agenda 2: To take roll call, determine requisite quorum and mode of participation

The RP established the meeting to be quorate, based on the attendance of all the financial creditors.

It was reiterated that the proceedings of the meeting were strictly confidential and all the CoC members and participants were requested to respect and maintain confidentiality of all information relating to the Corporate Debtor and / or the Corporate Insolvency Resolution Process ("CIRP") of Project EV II, including without limitation, the matters discussed in the present Tenth meeting of the CoC.

Agenda 3: To confirm the minutes of the Ninth CoC meeting held on 17th February 2023

The RP apprised the CoC that the 9th CoC meeting minutes was shared with the CoC via email dated 19th February 2023. No changes had been suggested by any of the CoC members.

Accordingly, the CoC unanimously adopted the said minutes and the same was taken on record.

Agenda 4: To take note of the list of creditors

The RP presented the status of claims filed by different creditors of the Corporate Debtor and presented the list of creditors as on 01st May 2023.

The summary table of claims was presented as below:

List of Financial Creditors

Sr. No.	Name of the creditor	Claims Received	Amount Claimed (INR)	Claims Admitted	Amount Admitted (INR)	Amount under Verification (INR)	Amount not Admitted (INR)	Voting Share (%)
1	IDBI Bank	1	2,217,540,724	1	2,217,540,724	-	-	16.41%
2	Union Bank of India	1	1,934,020,452	1	1,934,020,452	-	-	14.31%
3	Bank of Baroda	1	702,968,462	1	702,968,462	-	-	5.20%
4	Creditors in Class i.e., Homebuyers	3442	16,405,848,728	3408	8,665,314,516	-	7,740,534,212	64.08%
	Total		21,260,378,366		13,519,844,154	-	7,740,534,212	100.00%

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List of Creditors other than Financial Creditors

Nature of Claims	Claims received	Amount Claimed (INR)	Amount Admitted (INR)	Amount Under Verification (INR)	Amount not Admitted (INR)
Operational Creditors	14	3,796,122,343	3,389,592,880	-	406,529,463
Total	14	3,796,122,343	3,389,592,880	-	406,529,463

RP apprised the CoC that out of the 34 claims which have not been admitted for the Creditors in Class, 11 claims are that of claimant whose sub-lease deed have been executed for their units and 23 claims are cases where either the unit has been transferred to some other projects of Supertech Limited or has been settled by Supertech as per RERA order. In 2 cases out of the 23 claims, no payments have been received from the homebuyer.

The CoC took note of the creditor list.

Agenda 5: To update the CoC on the CIR process, basis the order of the Hon'ble Supreme Court dated 11th May 2023

Update on the interim order passed by the Hon'ble Supreme Court

The RP apprised the CoC that Civil Appeal No. 5941 of 2022 and Civil Appeal No. 1925 of 2023 was filed by Union Bank of India and Indiabulls Asset Reconstruction Co. Ltd. respectively, before the Hon'ble Supreme Court, against the order passed by the Hon'ble NCLAT dated 10th June 2022.

The matter was heard in detail by the Hon'ble Supreme Court over the course of a couple of months wherein submissions were made by multiple stakeholders as well as the RP. Further, a group of Homebuyers of Project Eco Village-II had also filed an application before the Hon'ble Supreme Court wherein they had submitted that directions be issued to complete the construction of Project Eco Village-II in a similar manner as envisaged for other homebuyers of Non-Eco Village-II Projects and that such construction be completed under the supervision of the RP and with the assistance of the management of the Corporate Debtor.

Since myriad issues were involved in the applications filed by various parties and considering that disposal of these appeals would take time, the Hon'ble Supreme Court passed an order on 11th May 2023 to provide an interim relief / interim arrangement. Among other interim directions with regards to the CIRP of the Corporate Debtor, the Hon'ble Supreme Court passed the following direction with regards to Project Eco Village-II:

"11. In relation to Eco Village-II project, since CoC was ordered to be constituted by the Appellate Tribunal in the impugned order dated 10.06.2022, we are not interfering with those directions too but, in our view, any process beyond voting on the resolution plan should not be undertaken without specific orders of this Court"

The RP had informed the CoC regarding the above-mentioned order of the Hon'ble Supreme Court, vide email dated 15th May 2023. The copy of the order had also been provided in the email dated 15th May 2023.

The RP highlighted that at present, no resolution plans had been received for Project Eco Village-II, despite several extensions being given to prospective resolution applicants. Additionally, it was also pertinent to note that the agenda for further extension of CIRP period by 60 days was put to vote in the 8th CoC meeting held on 02nd February 2023, but the said agenda was rejected by the creditors in class. The agenda was again put to vote in the 9th CoC meeting held on 17th February 2023 wherein the same was rejected by the creditors in class and by IDBI Bank.

The RP reminded the CoC that the 270 days of the CIRP period had got exhausted on 18th February 2023.

In view of the same, the RP filed an additional affidavit before the Hon'ble NCLT, Delhi Bench, inter alia apprising the Hon'ble NCLT of the said Order passed by the Hon'ble Supreme Court on 11th May 2023 and seeking appropriate directions for completion of CIRP of Project Eco Village-II and keeping the said Project as going concern till the


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disposal of matter by the Hon'ble Supreme Court, in order to protect the interest of the stakeholders of Project Eco Village-II.

Events Post the order of the Hon'ble Supreme Court dated 11th May 2023

On 19th May 2023, a delegation of ~40-50 homebuyers from Project Eco Village-II visited the Noida office of the Corporate Debtor. During the meeting, one of their key demands presented to the RP was the immediate resumption of construction activities at the project site.

On the issue of the transaction review audit ("TRA") of Project Eco Village II, the RP apprised the CoC that after multiple reminders, the Auditor provided the unexecuted final audit report on 23rd May 2023. The RP shared the unexecuted TRA report with the CoC members on 26th May 2023 and sought their comments / inputs latest by 5th June 2023. The AR shared the inputs of the homebuyers on 7th June 2023.

The final executed report was received on 16th June 2023. Parallely, the RP has also shared the list of observations to be reported to the Hon'ble NCLT with the RP Legal Counsel and has instructed them to start preparing the avoidance application.

Subsequently, on 26th May 2023, the AR informed the RP that he was in receipt of an email from 'Supertech Eco Village 2 Owners Society' wherein they had requested the RP to convene a meeting to discuss and pass a resolution on the following agendas:

- *"Interim Finance of Rs. 100 Crores for the Project Eco Village 2 as per your discussion with some Homebuyer Groups*
- *Construction Plan and Costs to complete construction of Eco Village 2 as per your assessment*
- *Forensic Transaction Audit Report of Eco village 2 and way forwards steps to recover such funds from sources*
- *Way forward considering Supreme Court direction"*

Accordingly, the present CoC had been called to discuss in detail, each of the above-mentioned agenda items.

Agenda 6: To discuss on the raising of interim finance to be used towards construction activities of Project Eco Village-II

Summary of Project Financials basis reports received independent professionals

The RP presented a tower-wise summary of the financials of Project Eco Village-II. It was clarified that while the 'Balance Cost to Complete' had been assessed by the independent professionals, the data regarding 'Sold Receivables', 'Unsold Units', and 'Unsold Super Area' had been provided by the management of the Corporate Debtor. The value of unsold super area had not been provided by the RP as the same would need to be independently assessed by the CoC, basis the market rates.

Tower	Balance cost to complete		Sold Receivables (INR in Cr)	Unsold Units	Unsold Super Area (sq. ft.)
	Professional 1 (INR in Cr)	Professional 2 (INR in Cr)			
A2	2.48	3.58	1.53	0	-
B1	0.06	0.10	0.01	0	-
B10	0.08	0.13	0.04	0	-
B11	1.82	2.27	0.84	0	-

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B12	1.85	2.29	0.57	0	-
B12A	0.18	0.26	0.05	0	-
B14	0.14	0.21	0.14	0	-
B15	0.07	0.10	0.02	0	-
B16	0.07	0.10	0.00	0	-
B2	0.22	0.30	0.33	0	-
B3	0.40	0.60	0.15	0	-
B4	0.66	0.93	0.14	0	-
B5	0.16	0.97	0.10	0	-
B6	3.35	4.16	2.05	0	-
B7	3.77	6.00	2.98	0	-
B8	3.88	6.16	3.01	0	-
B9	0.14	0.22	0.12	0	-
C1	0.09	0.16	0.07	0	-
C12	0.39	0.54	0.43	1	1,080
C2	0.08	0.15	0.02	0	-
C3	0.07	0.10	0.01	0	-
C4	0.30	0.35	0.06	0	-
C5	0.38	0.47	0.03	0	-
C6	2.45	3.14	0.89	0	-
C7	4.81	6.34	3.90	1	1,080
C8	4.68	3.34	2.68	0	-
C9	4.94	9.14	5.10	3	3,318
D1	0.07	0.10	0.00	0	-
D2	0.07	0.10	0.02	0	-
D3	0.10	0.16	0.02	0	-
D4	3.89	10.38	15.20	2	2,972
D5	4.56	11.60	5.20	61	89,570
D6	19.46	17.13	0.00	78	114,435
D7	19.44	16.46	0.00	78	114,360
E1	4.72	9.24	6.02	6	10,185
F3	5.31	8.02	5.27	2	3,812
G1	5.15	7.08	10.18	8	10,966
G2	5.02	7.74	12.69	11	15,091
H1	45.43	38.86	0.00	161	267,260
H2	45.43	38.86	0.00	161	267,260
H3	30.20	25.84	0.00	107	177,620
H4	27.73	34.70	7.01	103	170,980
I1	14.29	22.10	23.89	20	17,800
I2	15.17	24.20	24.80	20	17,800
J1	12.20	21.13	22.57	28	32,457
J2	11.97	22.53	18.81	25	28,550
K1	26.80	33.60	14.81	114	125,400
Other Construction Work	59.53	13.3	5.02	86	265,636
Total	394	415	197	1,076	1,737,632

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Summary of Discussions held in the previous CoC meetings regarding Interim Funding

The RP apprised the CoC of the discussions that had happened in the earlier CoC meetings, with regards to the issue of raising interim finance.

Initially, Supertech Limited had received a term sheet from Varde India Investment Adviser Private Limited ("Varde"), for providing interim funding in Project Eco Village-II. Accordingly, the RP had shared with the CoC the draft non-binding term sheet received from Varde, along with the notice of the 3rd CoC meeting.

Basis the discussion of the RP with Varde, it was understood that the interim funding of INR 100 crores would be provided by Varde only on acceptance of the proposal for infusing INR 1200 crores in non-EV II projects, by the NCLAT.

Subsequently, in the 3rd CoC Meeting, the RP had presented the proposal for raising interim financing from Varde and Polwell Real Estates Private Limited ("Polwell"), before the CoC. The agenda for raising INR 10 crores from Polwell, as interest free interim finance, was also put before the CoC for voting. However, the agenda was rejected by IDBI, UBI, and BoB.

Summary of the funds available in Project Eco Village-II as on 22nd June 2023

The RP presented the below summary of the funds available in Project Eco Village-II as on 22nd June 2023.

Project Phases	Phase 1	Phase 2	Phase 3	Phase 4	Completed Phase	Total
Eco Village-II 100%	162,401	9,048,173	33,797	-	2,353,544	11,597,915
Eco Village-II 70%	147,033	4,358,658	20,610	454,605	-	4,980,906
Eco Village-II 30%	885,000	42,959,547	1,215,000	1,138,961	-	46,198,908
Total	1,194,434	56,366,778	1,269,407	1,593,566	2,353,544	62,777,729

It was highlighted that from 70% account of Phase 2, out of INR 43,58,658/-, payments of INR 26,38,476/- were under processing for clearance.

From the above table, it is evident that majority of the funds, amounting to ~INR 4.62 crores, was blocked in the '30% Other Expense Account'. These funds had been collected from the Homebuyers of Project Eco Village-II. However, the same was not being utilized towards construction activities. Accordingly, vide email dated 13th June 2023, the RP requested UBI to release the funds from the '30% Other Expense Account'. However, no response had been received from them so far.

The AR stated that the funds blocked in the '30% Other Expense Account' was substantial amount which if released, could help kickstart the construction activities at the site. Further, the directions regarding holding of 30% of the total funds was in respect of the Non-Eco Village II Projects and was therefore not applicable to Project Eco Village-II.

The RP invited UBI to share their views on this particular issue. UBI stated that in Para 25(vii) of its order dated 10th June 2022, the Hon'ble NCLAT had directed that the funds from the '30% Other Expense Account' could be released only on the specific directions of the Hon'ble NCLAT, after the submission of the status report. Accordingly, the funds cannot be released in the absence of any specific direction of the Hon'ble NCLAT to this effect.

The RP mentioned that he concurred with the views of the AR and opined that the particular directions provided Para 25(vii) of the order pertained to the Non-Eco Village-II Projects, since no CoC had been formed in those projects. However, since Project Eco Village-II has a CoC, the onus of taking decisions regarding the release of


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funds from the '30% Other Expense Account' lied on the CoC. However, in order to get clarity on this issue, the RP requested his Legal Counsel to share their views on the interpretation of the Order.

The RP Legal Counsel mentioned that on a bare reading of the directions passed in Para 25(vii), it is evident that the phrase "No account of Corporate Debtor" has been used. Therefore, at this stage it would be better to take a conservative approach and seek further clarity from NCLAT before release of funds from the '30% Other Expense Account'.

Update on the Planned Construction Activities for next 6 months

The RP stated that regular construction plans had been shared in the previous CoC meetings. However, the planned activities could not be achieved due to shortage of funds. Therefore, generating funds was critical to ensure that construction activities could be resumed at the site. In this regard, the RP had requested the project site team to prepare an estimate of the planned construction activities to be undertaken over a period of next 6 months, considering a situation of adequate availability of funds. These construction activities were sub-divided into two broad categories:

Safety Related Construction:

There were certain critical safety-related tasks such as firefighting systems, electrical installations, elevators, service shafts, and railings, that needed to be completed at the project site. Failure to complete these crucial activities poses an increased risk of potential incidents in the future, thereby jeopardizing the safety and well-being of the residents residing in Project Eco Village-II. The breakup of these costs was presented as below:

Activity	Towers	Amount (INR Crores)
Tower wise safety work to be done	Comp [OC/CC Rcvd] (Towers: B16, C3, C2, C1, B15, D1, D2, D3, B1, B9, B10, B12A, B14, C4, B2, C5, C12, B5 and Commercial)	0.37
	Comp (Towers B3 and B4)	0.47
	Finishing in progress (Towers: C6, B11, B12, A2, B6, B7, B8, C8, C9, G1, C7, F3, E1, G2 and D4)	11.23
	Total (A)	12.07
External development	Water Supply & Fire Pump distribution IN 35 Towers+ Commercial	2.94
	Electrical Infra [Transformer HT & LT Cable, HT Panel, Earthing, DG set & Exhaust as per required plan]	12.95
	Fencing Around DG set & Transformer for ESS 3, ESS 4, ESS5 & ESS6	0.06
	Basement Ring line fire connection in OC/CC Towers	1.06
	Civil Work of LT Panel Room of 09 Towers	0.06
	Total (B)	17.07
Total Safety Work (A+B)		29.14

Therefore, an amount of ~INR 30 crores would be required to complete critical safety-related tasks at the project site.

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Other Construction:

The RP presented 6-month budget of the construction activities.

S.No.	Activity	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
1	Pending NDC units Fit-out (Internal Tile, Aluminium, Electrical, Int fire, painting etc)	2.94	2.94	3.53	3.53	3.33	3.33
2	Common Area Civil Work (Shafts Closing, Terrace Cover, Common Area paint, electrical and Stonework, Staircase civil work etc)	1.01	1.01	1.21	1.21	1.15	1.15
3	FOC'S Material for Fit-out (Door Shutter with Hardware, CP fittings Chinaware, Tiles etc)	0.96	0.96	1.15	1.15	1.08	1.08
Total		4.91	4.91	5.89	5.89	5.57	5.57
Grand Total of Next 6 months		32.74					

Therefore, total construction activities of ~INR 62 crores could be undertaken provided adequate availability of funds.

Update on the status of Interim Funding in Non-EV II Projects

The RP apprised the CoC on the progress of the interim funding activity in the Non-Eco Village II Projects. Oaktree Capital had provided an in-principal approval to provide INR 1200-1600 crores of interim funding in Non-Eco Village-II Projects of Supertech Limited. Accordingly, they had appointed EY to conduct the due diligence activity. The due diligence exercise was currently in its final stage.

IDBI mentioned that since the detailed plan, as presented above, had not been provided to the CoC members in advance, they would need to some additional time to analyze the data / information presented in the CoC. Further, given that the CoC had already rejected the agenda for extension of the CIRP period twice and that the period of 270 days had already expired, IDBI enquired on whether a CoC meeting could be conducted at this stage and whether the decisions taken by the CoC in such a meeting could be considered as valid.

The RP stated that due to the uncertainty of the present situation, the RP had filed an application before the Hon'ble NCLT seeking appropriate directions on the way forward in the CIR process. However, as was stated earlier, a request was received from the AR, representing 64.08% of the CoC, to conduct a CoC meeting to take up these agenda items. Subsequently, an opinion was also sought from the RP Legal Counsel on whether a CoC meeting could be conducted in the present scenario.

The RP Legal Counsel, in a written opinion, had mentioned that Regulation 18(2) of the CIRP Regulations states that "A resolution professional may convene a meeting, if he considers it necessary, on a request received from members of the committee and shall convene a meeting if the same is made by members of the committee representing at least thirty three per cent of the voting rights". Further, Explanation to this Regulation states that "For the purposes of sub-regulation (2) it is clarified that meeting (s) may be convened under this sub-regulation till the resolution plan is approved under sub-section (1) of section 31 OR order for liquidation is passed under section 33 and decide on matters which do not affect the resolution plan submitted before the Adjudicating Authority." (emphasis supplied)

Since in the present scenario, a request was received from CoC members holding more than 33% of the voting rights, and neither a resolution plan had been approved under section 31(1) nor an order of liquidation had been passed under section 33, the RP Legal Counsel opined that a CoC meeting could be held at this stage. The RP further stated that the detailed opinion received from the RP Legal Counsel would be circulated to the CoC along with the minutes of the present CoC meeting.

128
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The RP invited the other CoC members to share their views on the query raised by IDBI.

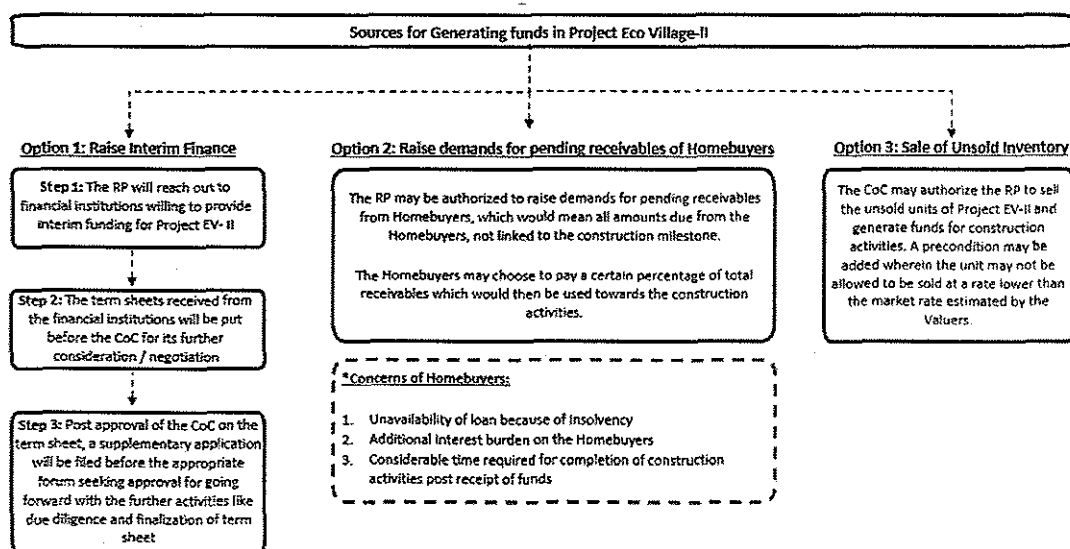
The AR concurred with the views of the RP and mentioned that the current provisions of the law make it abundantly clear that the RP has the authority to call for CoC meetings at this stage.

UBI and BoB stated that they agreed to the concerns raised by IDBI and were of the view that a CoC meeting cannot be held at this stage when there is uncertainty regarding the future of CIR process of Project Eco Village-II.

Proposed Action Plan for Resuming Construction Activities

From the discussion so far, it is evident that the Project Eco Village-II did not have enough funds to carry on with the construction activities. This jeopardizes the interest of the Homebuyers and results in uncertainty regarding the future of the CIR process.

As per the proposed construction plan presented in the previous slides, an amount of ~INR 61.88 crores would be required over the next 6 months to resume the construction activities. Under such circumstances, the RP proposed 3 possible alternatives to generate funds for Project Eco Village-II, which were as follows:



The RP also apprised the CoC that in case the agenda to raise interim finance is approved, then the RP would have to incur some additional cost towards raising of such interim finance. CoC was requested to note the below mentioned estimated cost, which will be incurred for raising the interim finance and will form part of the CIRP cost.

Nature of Expense	Estimated Expense (in INR)
Newspaper Publication	1,00,000/-
Meeting with Finance Providers / Investors including Travelling Expenses	1,00,000/-
Site Visit Expenses	20,000/-
Any Other Expenses	30,000/-
Total	2,50,000/-

18
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68

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It was clarified that the above is only an estimate of the costs and the actual cost may vary. The details of these costs would be presented to the CoC after the same is incurred.

With the above context in place, the RP invited the CoC members to discuss the way forward in the process and provide their views.

The Summary of discussions before CoC was as follows:

- IDBI requested the RP to provide an update on the status of the receivables for Project Eco Village-II, without factoring in the interim finance. Additionally, they inquired about the status of receivables from the unsold inventory. IDBI emphasized that clarifying the position of receivables to the CoC would provide a clearer picture of the surplus funds available for repaying the financial institutions.

In response, the RP clarified that third-party professionals, which conducted the independent assessments, have determined that the cost required to complete the pending construction of Project Eco Village-II, including sold units, unsold units, and unlaunched units, amounts to ~INR 400 crores. Additionally, the RP stated that three towers, namely H1, H2, and H3, are unlaunched. The cost of construction for these three towers amounts to ~INR 121 crores. Therefore, if the cost of these three towers is removed from the estimation, the total cost required to complete the pending construction would be reduced to ~INR 280 crores. The balance payment expected from the units that have been sold (i.e., sold receivables) is ~INR 197 crores.

Furthermore, there are 1076 unsold units, that includes 647 launched units, and 429 unlaunched units. This encompasses a total unsold super area of 17,37,632 sq.ft. which, if permitted by the CoC, could be sold at the current market rate to generate additional funds, and bridge the financial gap.

- IDBI requested the RP to provide a unit-wise breakdown of the balance cost to complete, separately for sold units, unsold units, and unlaunched units, and share the approximate market value of the unsold inventory.

The RP explained that basis his understanding, it would not be possible for the independent professionals to provide a unit wise break-up of the balance cost to complete since the cost of completing a unit includes not only the pending work within the unit itself but also encompasses the work related to the common area infrastructure of the tower and the overall project. As the work is being completed tower-wise, the RP illustrated that if a unit on the upper floors of a tower has been sold, completing that specific unit for delivery or handover would require the completion of the common area work for the lower units. Moreover, even in the unsold units, work to a certain extent has been carried out using funds received for other units.

However, the RP agreed to raise this query with the professionals and seek their views on whether it would be possible for them to provide a unit-wise break-up of the balance cost to complete. Regarding the expected receivables from the unsold units, the RP informed IDBI that the number of unsold units, along with their super area, has been presented to the CoC, and the CoC may accordingly estimate the value of such inventory basis the current market rates.

- IDBI requested the RP to provide the current market price of the 1076 unsold units. The RP stated that as per his understanding, the current market price may be in the range of ~INR 4,000-4,500 per sq.ft. for the residential units. Considering a conservative figure of INR 4,000 per sq.ft. for residential units and taking into account the unsold super area of 17,37,632 sq.ft., the estimated receivable from the unsold units amounts to ~INR 700 crores.

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Therefore, the total project receivable from sold units, unsold units, and unlaunched units would be ~INR 900 crores (700 + 197). The RP clarified that the rate of INR 4,000 per sq.ft. for residential units is basis his understanding of the current market rate. However, the CoC was free to make their own estimation to reach an independent understanding regarding the same.

- IDBI mentioned that out of the projected receivables of ~INR 900 crores, the lenders are to be paid ~INR 485 crores, and GNIDA is to be paid ~INR 338 crores. IDBI inquired whether these payments have been factored in the above calculation.

The RP clarified that the balance cost to complete only includes construction related costs and does not include repayments to GNIDA and the lenders. It was further explained that whatever the stakeholders receive against their claims will be handled either through the resolution plan process or as per the liquidation process.

- The RP elaborated the approach that would be taken in the event the agenda for authorizing the RP to carry necessary activities for raising interim finance, is approved by the CoC in the present meeting. It was stated that post the approval on the agenda, the RP would reach out to market players to generate interest in funding of Project Eco Village-II. In case any term sheets are received, the same will be put before the CoC for their consideration.

Subsequently, the negotiated term sheet would be put before the CoC for their approval. In the event the CoC approves such term sheet, the RP would approach the appropriate forum (NCLT / NCLAT / Supreme Court), to seek permission regarding interim financing. It is only after the approval of the Tribunal/Court that the RP would proceed with the further activities of carrying out due diligence, etc. The RP emphasized that currently, without showcasing the willingness of the CoC to raise interim finance, it would not be appropriate to approach the courts and seek their approval on the agenda to raise interim finance.

- Based on the discussions, IDBI expressed the need for more time to form an opinion on the voting agenda regarding interim funding. They requested time to thoroughly review the data presented in the current CoC meeting regarding the balance cost to complete. Additionally, they also requested the RP to arrange from the professionals the unit-wise bifurcation of the cost to complete, if available.

Furthermore, IDBI stated that it was unclear whether voting on the agenda for interim finance at the current stage would be appropriate or not. They would require more clarity and understanding before deciding on the matter.

- Based on the discussions, UBI expressed concerns about the future of Project Eco Village-II, as there was uncertainty regarding the final order from the Hon'ble Supreme Court. They believed that it would be difficult to form an opinion on raising interim finance, at this stage. UBI proposed exploring the option of re-running the process of issuance of Form G and inviting fresh resolution plans for the project.

UBI requested the other CoC members to consider the idea of re-running the CIR process by reissuing Form G and inviting new resolution plans for Project Eco Village-II.

- BoB stated that as lenders, their primary interest was the recovery of their loan amount. Therefore, they supported UBI's view of reissuing Form G and inviting fresh resolution plans for Project Eco Village-II, rather than opting for raising interim finance. BoB was of view that exploring new resolution plans would be more beneficial in terms of securing the interests of all the stakeholders.
- The RP reiterated that in both the 8th and 9th CoC meetings, the agenda for re-running the process was disapproved, with the disapproval coming from the class of creditors in both CoC meetings and additionally

from IDBI in the 9th CoC meeting. The RP emphasized that to proceed before the NCLT, a proposed solution needs to be presented since at present, the CoC has expressed disapproval for re-running the process, raising interim finance, and liquidation.

To address this deadlock, best efforts were being made by the RP to explore various possible solutions. However, it was for the CoC to deliberate and decide on the best possible solution. The probable solutions had already been presented to the CoC in the present meeting. The RP mentioned that the application filed before the Hon'ble NCLT, seeking appropriate directions, is likely to be listed for hearing in the month of July'23, and a decision may be reached post the hearing. Meanwhile, the process of raising interim finance, if approved by the CoC, will take at least three months to find interested parties, receive term sheets from them, and negotiate on such terms. Therefore, both the exploration of interim finance and the application before the NCLT can proceed simultaneously.

- The AR expressed the views of the real estate allottees and stated that he had been instructed by the class of creditors to call the present CoC meeting to discuss and vote on the agenda of raising interim finance for an amount of up to INR 100 crores. AR thus requested that any decision regarding this agenda should be made through a voting process involving all CoC members.

Furthermore, the AR requested that considering UBI and BOB's request for re-running the CIR process, the agenda for re-running the process should also be put to vote before the CoC. Additionally, AR requested that the agendas for accelerated collection of receivables from sold units and the sale of unsold units should also be put to vote as separate agenda items, as these agendas are related to the generation of funds for the completion of the pending construction.

- IDBI, UBI and BoB once again requested the RP to take the legal opinion on the validity of the voting to be done on the agenda items. The RP reiterated that the RP Legal Counsel had already provided an opinion and had stated that a voting on these agenda items could take place. The RP also stated that in any case, if the agendas for raising interim finance and re-running the CIR process are approved by the CoC, further approval of the NCLT would also be sought in this regard.
- BoB enquired on whether the approval of the Hon'ble NCLT would still be required for re-running the process if the voting agenda for reissuance of Form G is approved by the CoC. The RP confirmed that even if the CoC approved the agenda, the subsequent approval of the Hon'ble NCLT would still be required since the 270 days of the CIR process had already expired, and Form G had also been reissued once. Therefore, the CoC's approval alone would not be sufficient to rerun the process; it would need to be followed by the NCLT's approval.
- COC asked the RP to share the copy of the application filed with NCLT along with the copy of additional affidavit filed, seeking appropriate directions on way forward. The RP agreed to share the same along with the minutes of the present CoC meeting.
- RP concluded that basis the discussions held four agendas will be put to vote which are as follows:
 - Approval to raise interim finance upto INR 100 crores along with cost to be incurred in raising the interim finance as per the actuals.
 - Approval to accelerate the collection of pending receivables from Homebuyers of Project Eco Village-II.
 - Approval to sell the unsold units of Project Eco Village-II.
 - Approval to re-run the CIR process by reissuing the form G and reinviting the resolution plans for Project Eco Village-II.

CoC took note of the above discussions.

Agenda 7: To discuss on the Transaction Review Audit Report shared by J. Mandal & Co.

The RP apprised the CoC that Regulation 39(2) of CIRP Regulations requires the RP to submit to the CoC all details of the transactions, if any, which may fall under Sections 43, 45, 50 & 66 of the Code.

In light of the above regulation, J. Mandal & Co. was appointed as a Transaction Review Auditor ("TRA") to conduct the transaction review audit of Project Eco Village-II, vide engagement letter dated 3rd October 2022.

Basis the scope of work, the TRA commenced the audit exercise in the month of November 2022 and the first email seeking preliminary data / information was received by the RP on 19th November 2022. Post that, a number of emails were exchanged between the TRA, Corporate Debtor, and the RP for data requirements and clarifications.

After multiple reminders and follow ups sent by the RP, the first draft report was shared by the TRA on 29th January 2023. The same was sent to the management to provide their point wise response against each observation. Post 29th January 2023, various discussions were held between the TRA, RP and the personnel of Corporate Debtor, whereby the Corporate Debtor was directed to provide all the pending data / information to the TRA.

Subsequently, the TRA shared the second draft audit report on 29th March 2023 on which the management was requested to provide their final comments, latest by 3rd April 2023. The management shared their comments on 20th April 2023. Separately on 18th April 2023, a joint meeting was held between the RP and the TRA wherein the RP provided his detailed inputs on each of the observations and directed the TRA to share the final report latest by 24th April 2023, after incorporating the comments provided by the management.

The TRA finally provided the unexecuted final audit report on 23rd May 2023. On 26th May 2023, RP requested the TRA to provide the final signed audit report along with the annexures, latest by 27th May 2023. The final executed report was received on 16th June 2023.

Parallely, the RP shared the unexecuted TRA report with the CoC members on 26th May 2023 and sought their comments / inputs latest by 5th June 2023. The AR shared the inputs of the homebuyers on 7th June 2023. The RP also shared the list of observations to be reported to the Hon'ble NCLT with the RP Legal Counsel and instructed them to start preparing the avoidance application.

The RP informed the CoC that only those transactions which can be clearly identified and reported with certainty are being included in the avoidance application. For transactions that are not currently being reported, the RP would seek further information from the TRA and based on that information, file an additional affidavit or application under the relevant provisions of the Code, if required. The decision to file an application for these transactions would be made if the additional information received from the TRA confirms and provides supporting that said transactions fall within the specific provisions related to avoidance transactions mentioned in the Code.

The RP presented the summary of the amount being reported under each section which is as follows:

- Preferential Transactions (u/s 43): ~INR 8.31 crore
- Undervalued Transactions (u/s 45): ~INR 2.47 crores
- Transactions Defrauding Creditors (u/s 49): ~INR 11.16 crores
- Fraudulent Transactions (u/s 66): ~INR 674.83 crores

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The RP invited Mr. Mukkul Agarwal, Partner at J Mandal & Co., to provide a presentation to the CoC, detailing the transactions that have been included in the report. The summary of the transactions currently being reported is attached as **Annexure 1**. Additionally, there were certain transactions included in the transaction review audit report which are not currently being reported due to reasons such as non-quantification of the amount to be reported, non-categorization of the transactions into preferential, undervalued, extortionate or fraudulent, and non-availability of requisite data. For such transactions, the RP has sought further clarifications from the TRA / management of the CD.

The RP Legal Counsel has been directed to additionally pray for the leave of the Hon'ble NCLT to file additional affidavits in case the receipt of further information / data necessitates the reporting of additional transactions under Sec 43, 45, 50 & 66.

Specific clarifications sought / comments made by attendees of the CoC meeting:

Meeting Attendees	Clarification / Comments	RP / RP Team / Legal Advisor / Other's response
IDBI	Whether the report shared with the CoC was final report or draft report? By what time, will we be able to file the said application?	RP- The report that was shared on VDR was the final unexecuted report. The physical copy of the signed report has been received on 16 th June 2023. RP- NCLT is currently on vacation and is scheduled to reopen on 3 rd July 2023. We are aiming to file the application in the coming week.
AR	Would it be possible to file the avoidance application before the Hon'ble NCLAT to ensure that the same is considered while approving a settlement plan in the Non-Eco Village II Projects?	RP- As per the provisions of the Code, the avoidance application is required to be filed with NCLT. However, we will inform the NCLAT through a progress report or through any other appropriate method in terms with law and attach a copy of our application filed with NCLT.

Voting Timelines

RP informed the CoC that the minutes of the 10th CoC meeting will be circulated by 30th June 2023 i.e., Friday and the Voting lines will be opened on 1st July 2023 i.e., Saturday and will be kept open till 7th July 2023 i.e., Friday.

With no other matter pending for discussion, the RP concluded the meeting with a vote of thanks to all present.

HGOEL

Hitesh Goel

Resolution Professional of Supertech Limited – Project Eco Village II

IP Registration no. IBBI/IPA-001/IP-P01405/2018 -2019/12224

AFA Certificate Number: AA1/12224/02/160223/105446 (Valid till 08 February 2024)

Registered Address: -

HGOEL
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Sector 57, Gurgaon,
Haryana ,122011
E-mail: iphiteshgoel@gmail.com

Correspondence Address:
Supertech Limited
21st-25th Floor, E-Square, Plot No. C2,
Sector - 96, Noida, Gautam Buddha Nagar,
Uttar Pradesh – 201303
E-mail: cirpsupertech@gmail.com

(Supertech Limited is under Corporate Insolvency Resolution Process as per the provisions of the Insolvency and Bankruptcy Code, 2016. Its affairs, business and assets are being managed by the Interim Resolution Professional, Mr. Hitesh Goel, appointed by the New Delhi Bench of Hon'ble National Company Law Tribunal vide order dated 25 March 2022 under the provisions of the Code)

Date: 30th June 2023

Place: Noida


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**Appendix 1
List of Voting Matters**

Supertech Limited- Project Eco Village II

1. **RESOLVED THAT** the Resolution Professional is hereby authorized to undertake the necessary activities towards raising of interim finance for an amount of up to INR 100 crores and costs incurred towards such activities is hereby approved as CIRP cost.

As estimate of the nature and amount of such expenses is provided below. It is pertinent to note that the same is just an estimate and the actual expenses may vary.

Nature of Expense	Estimated Expense (in INR)
Newspaper Publication	1,00,000/-
Meeting with Finance Providers / investors including Travelling Expenses	1,00,000/-
Site Visit Expenses	20,000/-
Any Other Expenses	30,000/-
Total	2,50,000/-

2. **RESOLVED THAT** the Resolution Professional is hereby authorized to raise accelerated demands of the pending receivables from real estate allottees as due against their units, irrespective of the construction linked milestones agreed to between Supertech Limited and the real estate allottee in their builder buyer agreement/ allotment letters or any other agreement or document.

Note to Agenda: It is to be noted that the collection of receivables will be carried out in a methodical manner. The demands will be raised on a tower-by-tower basis, ensuring that demands are only made for those towers where the receivables are sufficient to cover the remaining construction costs of that specific tower.

3. **RESOLVED THAT** the Resolution Professional is hereby authorized to commence the sale of the unsold units of Project Eco Village-II and generate funds for resumption of construction activities.

Note to Agenda: It is to be noted that 70% of the received amount will be allocated towards construction activities, while the remaining 30% will be set aside.

4. **RESOLVED THAT** the Resolution Professional is hereby authorized to file an application before the Adjudicating Authority to seek an extension of corporate insolvency resolution process by Sixty (60) days beyond 270 days.

RESOLVED FURTHER THAT the RP is authorized to seek approval of the Adjudicating Authority for reissuance of Form G as per the criteria of eligibility to be decided by committee of creditors in terms with section 25(2)(h) of the Code and invite fresh resolution plans for Project Eco Village-II.

Note to Agenda: It is to be noted that an extension application will be filed by the RP post approval of the CoC, and the process of re-issuance of Form G would be subject to the approval being granted by the Hon'ble NCLT.

18
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Supertech Ltd. Project EV II
Amount to be incurred on Safety

INR Lakhs

Sr. No.	Particulars	Sub-Amount	Amount
1	Fire Safety - Tower		1,242.42
2	Safety - Tower Common Area Infra		639.31
2a	Fire Pump, Water supply pump and its Piping access	201.95	
2b	Basement Ventilation System	3.70	
2c	Basement Sprinkler System	433.66	
3	Safety - Miscellaneous		106.91
3a	Closing of Ventilation Shaft ground level	6.00	
3b	Barricading of under Construction area	7.00	
3c	Barricading of DG, Transformer and Oil Tank Area	5.50	
3d	Installation of Railings (Balcony & Staircase)	10.00	
3e	Parapet Wall	78.41	
	Total Amount		1,988.64

Please note that the above calculation is only for the 35 residential towers and commercial area of the project for which offer for possession has been opened


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Supertech Ltd. Project EV II
Position of cash in RERA bank accounts as on 22nd July 2023

INR

Sr. No.	Account Type	Amount	Amount in Lacs
1	100% Account	11,597,915	115.98
2	RERA 70%	4,980,906	49.81
3	RERA 30%	46,198,908	461.99
	Total	62,777,729	627.78

18
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Supertech Ltd. Project EV II

Cost to be incurred to complete the 35 residential towers and commercial area for which an offer for possession has been opened

INR Lakhs

Sr. No.	Particulars	Amount
1	Fire Safety - Tower	1,242.42
2	Safety - Tower Common Area Infra	639.31
3	Safety - Miscellaneous	106.91
4	Common Infra Work	1,932.07
5	Units Handover cost	1,798.87
6	Tower Common Area work	1,349.37
7	Common Infra Work	2,348.40
8	Material cost for fit out of units	623.19
9	Misc. & Contingency cost	15.00
	Total cost to be incurred to complete the project	10,055.54
10	Accrued payment to be made to vendors	
10a	Vendor closing balance as on 31st March 2023	1,583.89
10b	Balance Work & executed work but not paid after 31st March-23	625.34
	Total cost with accrued payment to vendors	12,264.76


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78

Supertech Ltd. Project EV II

Monthly run rate of CIRP expenses

Sr. No.	Category	Name of Professional	Monthly retainership fee	Monthly retainership fee in Lacs
1	Resolution Professional ("RP")	Mr. Hitesh Goel	180,000.00	1.80
2	Insolvency Professional Entity ("IPE")	Deloitte India Insolvency Professionals LLP	675,000.00	6.75
3	Legal Counsel of RP	Argus Partners	210,000.00	2.10
	Total		1,065,000.00	10.65

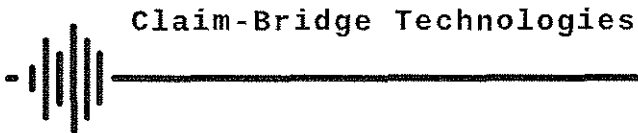
Monthly run rate of operational expenses

Sr. No.	Category	Monthly expenses	Monthly expenses in Lacs
1	Salary Expenses	1,196,000.00	11.96
2	Electricity	55,469.46	0.55
3	Admin cost	11,000.00	0.11
4	Fire Safety	198,864,120.69	1,988.64
	Total	200,126,590.16	2,001.27

DD Cost

Sr. No.	Category	Name of Professional	Cost	Cost in Lacs
1	Financial Due Diligence	PWC	1,500,000.00	15.00
2	Legal Due Diligence	Khaitan & Co.	400,000.00	4.00
3	Valuation and Market Due Diligence	CBRE South Asia Pvt. Ltd.	325,000.00	3.25
4	Technical Due Diligence	AECOM	600,000.00	6.00
	Total		2,825,000.00	28.25


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Date: Friday 7th of July 2023

This is to certify that E-voting event for **E-VOTING FOR M/s SUPERTECH LIMITED (PROJECT ECO VILLAGE II) 10th CoC FC** conducted on Claim-Bridge platform from Saturday 1st of July 2023 06:30:00 PM to Friday 7th of July 2023 07:00:00 PM conducted fairly over a secured platform.

Total Voters:	4
Total Voted:	4
Total voting per:	100 %

Resolution Id:- wWfXf6KbyT7v3Bv878

Item No 1

RESOLVED THAT the Resolution Professional is hereby authorized to undertake the necessary activities towards raising of interim finance for an amount of up to INR 100 crores and costs incurred towards such activities is hereby approved as CIRP cost.

As estimate of the nature and amount of such expenses is provided below. It is pertinent to note that the same is just an estimate and the actual expenses may vary.

Nature of Expense	Estimated Expense (in INR)
Newspaper Publication	1,00,000/-
Meeting with Finance Providers / Investors including Travelling Expenses	1,00,000/-
Site Visit Expenses	20,000/-
Any Other Expenses	30,000/-
Total	2,50,000/-

Mail Us: _____ | Phone: +91 98915 05357

Office Address: H-87 second floor Block H sector 63 Noida, UP

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#	Yes	No	Abstain
Total (%)	69.28	30.72	0
Count	2	2	0

Resolution Id:- sTB55z8iMKJJqwg360

Item No 2

RESOLVED THAT the Resolution Professional is hereby authorized to raise accelerated demands of the pending receivables from real estate allottees as due against their units, irrespective of the construction linked milestones agreed to between Supertech Limited and the real estate allottee in their builder buyer agreement/ allotment letters or any other agreement or document.

Note to Agenda: It is to be noted that the collection of receivables will be carried out in a methodical manner. The demands will be raised on a tower-by-tower basis, ensuring that demands are only made for those towers where the receivables are sufficient to cover the remaining construction costs of that specific tower

#	Yes	No	Abstain
Total (%)	19.51	80.49	0
Count	2	2	0

Resolution Id:- VsbFWkpI2zKij9d613

Item No 3

RESOLVED THAT the Resolution Professional is hereby authorized to commence the sale of the unsold units of Project Eco Village-II and generate funds for resumption of construction activities.

Note to Agenda: It is to be noted that 70% of the received amount will be allocated towards construction activities, while the remaining 30% will be set aside.

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81

#	Yes	No	Abstain
Total (%)	69.28	30.72	0
Count	2	2	0

Resolution Id:- kuQjVyDwGR6mLUp681

Item No 4

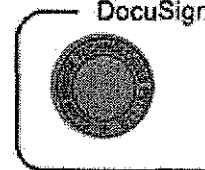
RESOLVED THAT the Resolution Professional is hereby authorized to file an application before the Adjudicating Authority to seek an extension of corporate insolvency resolution process by Sixty (60) days beyond 270 days.

RESOLVED FURTHER THAT the RP is authorized to seek approval of the Adjudicating Authority for reissuance of Form G as per the criteria of eligibility to be decided by committee of creditors in terms with section 25(2)(h) of the Code and invite fresh resolution plans for Project Eco Village-II.

Note to Agenda: It is to be noted that an extension application will be filed by the RP post approval of the CoC, and the process of re-issuance of Form G would be subject to the approval being granted by the Hon'ble NCLT.

#	Yes	No	Abstain
Total (%)	83.59	16.41	0
Count	3	1	0

DocuSigned by:



Chirag Vats

Chirag vats

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Minutes of the Eleventh Meeting of the Committee of Creditors

Meeting Date & Time: Tuesday, 18 July 2023 from 02:30 PM to 4:30 PM IST

Venue / Mode: Via Audio / Video Conferencing

Name of the Corporate Debtor: Supertech Limited – Project Eco Village II (“Project EV II”)

Members Present:

- A. Resolution Professional (“RP”): Mr. Hitesh Goel
- B. The Financial Creditors (“CoC Members”, “CoC”, “Committee of Creditors”):
 - 1. IDBI Bank Limited (“IDBI”)
 - a) Mr. Jitendra Joshi
 - b) Mr. Hari Kumar Meena
 - c) Mr. Sushil Kumar
 - 2. Union Bank of India (“UBI”)
 - a) Mr. Prasant Sahoo
 - b) Mr. Amit Kumar Sinha
 - 3. Bank of Baroda (“BoB”)
 - a) Mr. Uday Veer Chopra.
 - b) Mr. Aksh Vardhan
 - 4. Creditors in Class i.e., Homebuyers, represented through their Authorized Representative (“Authorized Representative”, “AR”)
 - a) Mr. Sanjeet Kumar Sharma
- C. Representatives from Deloitte India Insolvency Professionals LLP (“Deloitte IPE”) providing support services to the Resolution Professional (“RP Team”)
 - 1. Mr. Vishal Kashyap
 - 2. Mr. Ankur Bhargava
 - 3. Mr. Shreshth Jain
 - 4. Mr. Roustam Sanyal
 - 5. Mr. Amritam Anand
 - 6. Mr. Rahul Adlakha


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Other Attendees:

1. Legal Advisors to the RP ("RP Legal Advisors") – Argus Partners
 - a. Mr. Somdutta Bhattacharyya
 - b. Ms. Niharika Sharma
 - c. Ms. Himani Chhabra

2. Directors of the Suspended Board of the Corporate Debtor ("Directors"), Key Managerial Personnel ("KMP"), and Promoters
 - a. Mr. B.K. Pandey, Chief Financial Officer

18
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Agenda 1: The Resolution Professional ("RP") to take the Chair

The Eleventh Meeting of the Committee of Creditors ("CoC") of Project EV II was called to order by the Chair, Mr. Hitesh Goel, Resolution Professional. The RP welcomed the CoC members and other participants to the Eleventh Meeting of the Committee of Creditors conducted through video and audio conference. The RP acknowledged the presence of the representatives of the financial creditors attending the meeting, Legal Advisors to the RP, and the representatives from Deloitte IPE, and the Key Managerial Personnel of the Corporate Debtor.

Agenda 2: To take roll call, determine requisite quorum and mode of participation

The RP established the meeting to be quorate, based on the attendance of all the financial creditors. It was reiterated that the proceedings of the meeting were strictly confidential and all the CoC members and participants were requested to respect and maintain confidentiality of all information relating to the Corporate Debtor and / or the Corporate Insolvency Resolution Process ("CIRP") of Project EV II, including without limitation, the matters discussed in the present eleventh meeting of the CoC.

Agenda 3: To confirm the minutes of the Tenth CoC meeting held on 28th June 2023

The RP apprised the CoC that the minutes of the 10th CoC meeting was shared with the CoC via email dated 30th June 2023. RP acknowledged the changes in minutes suggested by the Union Bank of India (UBI). The RP confirmed that the suggested changes have been duly incorporated into the minutes.

The RP inquired if any other member of the Committee of Creditors (CoC) had additional changes to propose. IDBI Bank responded, stating that they have a few changes to suggest and would provide them within the next day or two.

In light of the suggested changes by Union Bank of India and the pending suggestions from IDBI Bank, it was unanimously agreed to defer the confirmation of the minutes of the 10th CoC meeting to the next CoC meeting.

Agenda 4: To take note of the list of creditors

The RP presented the status of claims filed by different creditors of the Corporate Debtor and presented the list of creditors as on 01st May 2023.

The summary table of claims was presented as below:

List of Financial Creditors

Sr. No.	Name of the creditor	Claims Received	Amount Claimed (INR)	Claims Admitted	Amount Admitted (INR)	Amount under Verification (INR)	Amount not Admitted (INR)	Voting Share (%)
1	IDBI Bank	1	2,217,540,724	1	2,217,540,724	-	-	16.41%
2	Union Bank of India	1	1,934,020,452	1	1,934,020,452	-	-	14.31%
3	Bank of Baroda	1	702,968,462	1	702,968,462	-	-	5.20%
4	Creditors in Class i.e., Homebuyers	3442	16,405,848,728	3408	8,665,314,516	-	7,740,534,212	64.08%
	Total		21,260,378,366		13,519,844,154	-	7,740,534,212	100.00%



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List of Creditors other than Financial Creditors

Nature of Claims	Claims received	Amount Claimed (INR)	Amount Admitted (INR)	Amount Under Verification (INR)	Amount not Admitted (INR)
Operational Creditors	14	3,796,122,343	3,389,592,880	-	406,529,463
Total	14	3,796,122,343	3,389,592,880	-	406,529,463

RP apprised the CoC that out of the 34 claims which have not been admitted for the Creditors in Class, 11 claims are that of claimant whose sub-lease deed have been executed for their units and 23 claims are cases where either the unit has been transferred to some other projects of Supertech Limited or has been settled by Supertech as per RERA order. In 2 cases out of the 23 claims, no payments have been received from the homebuyer.

The CoC took note of the creditor list.

Agenda 5: To update the CoC on the CIR process.Update on the Extension and Exclusion Application

The RP apprised the CoC that in the 10th CoC meeting held on 28th June 2023, the CoC had approved the agenda for filing an application before the adjudicating authority for seeking an extension of CIRP period by Sixty (60) days beyond the initial 270 days. Following the CoC's approval, the RP filed an application with the Adjudicating Authority, to request an extension of the CIRP period by 60 days. In addition to the extension request, the RP have also sought the exclusion of certain days from the CIRP timeline in the application submitted to the Adjudicating Authority. The exclusions are as follows:

- Exclusion of 17 days from 20th June 2022 to 7th July 2022, accounting for the time lost due to the pendency of the application for the appointment of authorized representatives of Homebuyers.
- Exclusion of 22 days from 27th January 2023 to 18th February 2023, reflecting the time lost in various litigations before the Hon'ble Supreme Court culminating in the interim order of 27th January 2023, directing NCLAT proceedings to be put in abeyance.
- Exclusion of 137 days from 19th February 2023 to 5th July 2023, representing the time lost in various litigations pending before the Hon'ble Supreme Court.

The RP subsequently provided the indicative timeline for the duration of the Corporate Insolvency Resolution Process (CIRP), contingent upon the approval being obtained from the adjudicating authority. The outlined timeline is as follows:

Sl. No.	Particulars	Extension/Exclusion	Timeline
1.	End date of CIRP period.	-	18-feb-2023
2.	Exclusion on account of time lost in various litigation pending before Hon'ble Supreme Court	137	5-July-23
3.	Exclusion on account of time lost in various litigation pending before Hon'ble Supreme Court culminating in interim order of 27 th January 2023 directing NCLAT proceedings to be put in abeyance.	22	27-July-23
4.	Exclusion on account of pendency of application for appointment of authorized representative	17	13-Aug-23


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5.	Extension of CIRP period by (60) sixty days beyond 270 days.	60	12-Oct-23
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The RP further informed the CoC that, as previously approved during the 10th CoC meeting, an extension of the CIRP period was to be sought in order to restart the search for new resolution applicants. Accordingly, the agenda for approval of eligibility criteria for potential resolution applicants and the publication of Form G has been presented for discussion and consideration during the current meeting. In light of this, the RP presented the indicative timeline below, which outlines the proposed timeline for inviting resolution plans, subject to the approval of the adjudicating authority, assuming that the CoC approves the publication of Form G. The outlined timeline is as follows:

S No	CIRP Task	Original Timeline
1	Form G: Invitation of Expression of Interest (Eoi)	28-Jul-23
2	Receipt of Eois	12-Aug-23
3	Issue of provisional list of prospective resolution applicants (PRAs)	22-Aug-23
4	Last date for submission of objections to provisional list	27-Aug-23
5	Issue of information memorandum, evaluation matrix and request for resolution plans	27-Aug-23
6	Issue of final list of prospective resolution applicants (PRAs)	06-Sep-23
7	Last date of receiving the resolution plan	26-Sep-23
8	Opening of resolution plan, evaluation / negotiation on plans, etc.	26-Sep-23 to 12-Oct-2023
9	Supreme Court/NCLAT Approval for putting the plan to vote by CoC*	
10	CoC approval, submission of PBG, acceptance of Lol, etc. by the SRA	
11	Filing of CoC approved resolution plan with NCLT	
12	Estimated date of closure (as per the extension and exclusion sought from NCLT)	12-Oct-23

RP requested the CoC to note that Hon'ble NCLAT in its 10th June 2022 order has stated that "With regard to the Eco Village II Project, the IRP shall proceed with the completion of the project, ..., however no Resolution Plan be put for voting without the leave of the Court".

Further, Hon'ble Supreme Court in their order dated 11th May 2023 has stated that "In relation to Eco Village-II project, since CoC was ordered to be constituted by the Appellate Tribunal in the impugned order dated 10.06.2022, we are not interfering with those directions too but, in our view, any process beyond voting on the resolution plan should not be undertaken without specific orders of this Court"

Accordingly, the RP clarified that above mentioned timelines may vary in light of the orders passed by Hon'ble NCLAT and Supreme Court.

Specific clarifications sought / comments made by attendees of the CoC meeting:

Meeting Attendees	Clarification / Comments	RP / RP Team / Legal Advisor /Other's response
AR	Has the NCLT granted the exclusions that were requested previously?	RP- We had previously requested an exclusion of 60 days from the NCLT, which has been granted. However, the specific extension of 17 days that was sought for the delay in appointing an Authorized Representative (AR) was not granted by the NCLT. Instead, we were directed to make the request at a later stage.
AR	Are we counting the 60-day extension from the date on which the NCLT will pass the order for extension or from the date mentioned in the indicative timeline, specifically 13 th August 2023?	RP- In the application, we have formally requested an extension from 13 th August 2023. Furthermore, in order to mitigate potential delays in the NCLT's decision on the extension, the CoC has the discretion to determine whether

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		to initiate the process of inviting fresh resolution plans in parallel. However, it is important to note that the ability to proceed with inviting fresh resolution plans is contingent upon receiving approval from the NCLT. In the event that the requested extension for rerunning the process is denied, it would be necessary to terminate the process which is to be undertaken parallelly.
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CoC noted the discussions.

Update on Interim Finance.

The RP informed the CoC that during the 10th CoC meeting held on 28th June 2023, the agenda for raising interim finance for an amount up to INR 100 crores was approved unanimously.

Following the CoC's approval, the RP initiated discussions with Oaktree Opportunities XII (Singapore) Holdings Pte. Limited regarding the possibility of raising interim finance. On 10th July 2023, the RP sent an email to Oaktree to explore the possibility of securing interim finance of up to INR 100 crores for Project EV-II.

The RP further informed that he traveled to Mumbai last week and had a meeting with representatives from Oaktree. He informed that Oaktree's representatives expressed a strong interest in providing a term sheet for project Eco Village 2 as well.

In addition, the CoC was requested to acknowledge that Oaktree has presented a non-binding term sheet for obtaining interim finance for the Non-Eco Village-II projects of Supertech Limited. This circumstance influenced the RP's decision to initially approach Oaktree before reaching out to other market players.

As part of the ongoing efforts by the RP, Oaktree has requested specific data from the RP before submitting their term sheet. The RP has already shared the initial set of data with Oaktree and will provide the remaining information in due course. It is anticipated that Oaktree will be able to submit a comprehensive term sheet for Project EV-II within the next 8-10 days. This term sheet will outline the terms and conditions of the proposed interim finance arrangement.

The RP also informed the CoC that if Oaktree is unable to submit their term sheet within the specified timeframe of 8-10 days, alternative measures will be pursued. This includes exploring opportunities to engage with other market players for potential interim financing arrangements.

RP further stated that in order to expedite the due diligence process and minimize costs, the RP has contacted the same agencies responsible for conducting the due diligence exercise for the Non-Eco Village-II projects. The RP has invited these agencies to provide quotations for conducting the due diligence of Project EV-II as well.

The RP clarified that the cost of due diligence required for raising the interim finance will be incurred from the 30% account maintained specifically for Project EV-II.

Furthermore, the RP clarified that the due diligence activities will be conducted by firms that the potential investor, Oaktree, is comfortable with. The quotations have been sought exclusively from those firms that Oaktree has in principle agreed with. This measure is aimed at ensuring Oaktree's satisfaction with the quality and integrity of the due diligence process. The CoC is requested to take note that the firms from whom the quotations have been requested for are the same firms that were invited to provide quotations for the Non-EV-II projects as well.

Moreover, the intention is to engage the same agencies that have provided quotes for the non-Eco Village 2 projects. This is because the consolidated quotes from these firms are lower compared to the quotes provided on a standalone basis. Additionally, in terms of project scale, EV-II represents approximately 10-12% of the total number of units in all Supertech Limited projects. Furthermore, EV-II is similar in various aspects such as total area and number of

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towers. As a result, the fee quotes for EV-II were expected to be around 10-12% of the total fee for the non-EV-II projects, or lower.

Following the aforementioned, the RP presented the quotations received from multiple professionals regarding the execution of due diligence and extended an invitation to the Committee of Creditors (CoC) for comments and subsequent discussions. The quotations are outlined below:

Sl. No.	Description	Name of Firm	Consolidated Fee (EV 2 & Non-EV 2)	Standalone Fee EV 2	Consolidated Fee EV 2	OPE	Administration Surcharge
1	Financial Due Diligence	Ernst & Young (EY) LLP	INR 1,12,00,000	INR 35,00,000	INR 22,00,000	As per Actuals	10% of OPE
2	Legal Due Diligence	DSK Legal	INR 1,87,00,000	INR 12,00,000	INR 12,00,000	As per Actuals	-
3	Legal Due Diligence	Khaitan & Co.	1,12,50,000	4,00,000	INR 4,00,000	As per actuals, subject to maximum of INR 5,00,000	-
4	Valuation & Market Due Diligence	CBRE South Asia Pvt. Ltd.	62,25,000	5,75,000	INR 3,25,000	-	-
5	Technical Due Diligence	AECOM	Awaited	Awaited	Awaited	Awaited	Awaited
6	Financial Due Diligence	PWC	Awaited	Awaited	Awaited	Awaited	Awaited

The RP provided further clarification that the expected receipt of quotations from AECOM and PWC is anticipated either today or tomorrow. However, EY's quotation is higher and requires further negotiation, and it is also necessary to await PWC's quote. If CoC is of view otherwise, then they may discuss and decide to put EY's quote on voting.

In terms of legal due diligence, the quotation from Khaitan & Co. is significantly lower than DSK Legal. Similarly, for Valuation & Market Due Diligence, CBRE's quote is approximately 5% of the consolidated fee they quoted for both EV II and Non-EV II projects. Both these quotes are comparatively lower and reasonable. Therefore, the CoC is requested to consider approving these quotes. The RP thereafter invited the comments of the CoC for further discussions on this matter.

Summary of discussions before CoC:

- The Authorized Representative (AR) requested the RP to present the quotation from the firms that offer the lowest price while meeting the necessary requirements in terms of scope of work and quality for voting consideration. Further, AR also emphasized that decision in the CoC meetings shall be taken as per voting, as Homebuyers opinions can be definitively determined only through voting.
- UBI expressed the opinion that the quotes received from professionals for conducting due diligence should be put to a vote after the term sheet is received from Oaktree. UBI believed that the CoC should first analyze the term sheet and provide approval before proceeding with the due diligence activities. In response, the RP acknowledged that he initially shared the same view. However, due to the AR's request to put it to a vote and considering the concerns raised by the Homebuyers that all decisions in the CoC meeting should be subject to a vote by the entire CoC, including Homebuyers who cannot participate in the meeting but hold a significant voting right of 64.08%, the RP has to honor the AR's request to put the quotes to a vote in current CoC meeting.
- The RP provided further clarification to the CoC, emphasizing the need to consider that certain firms have already been appointed for the Non-EV II projects, and some of them are in advanced stages of completing their diligence work, while others have already begun the process. As a result, the additional efforts required by these firms to undertake and complete diligence activities for the EV-II projects at this stage are comparatively lower.

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Furthermore, even if the CoC does not accept Oaktree's term sheet, the RP emphasized the necessity to explore other market players for potential term sheet offers. In such cases, all prospective investors would require due diligence activities to be undertaken by firms of such repute and work standards.

Hence, the primary question that remains is whether to initiate the due diligence activities immediately without waiting for the term sheet. Once the term sheet is received, discussions on the term sheet can happen in parallel. It is worth noting that Oaktree's term sheet is anticipated to be received within the next 8-10 days.

- Accordingly, the RP stated that the CoC has the option to decide on approving or not approving the fee of professionals for due diligence at this time, as there will be specific agendas related to the fee. Additionally, there will be another agenda seeking the CoC's approval on whether they prefer to initiate the due diligence immediately, allowing for the parallel process of receiving and analyzing the term sheet. Alternatively, the CoC can choose to approve only the fee at present and commence the due diligence after receiving, analyzing, and approving the term sheet.
- UBI acknowledged the understanding that due diligence is to be conducted in accordance with the scope of work agreed upon with the investor. They raised a point that if Oaktree does not provide their term sheet within the expected timeframe of 8-10 days, and alternative investors are considered, there is a possibility that these investors may not agree to the same scope of work or may seek additional terms in the scope of work. In such a scenario, the effectiveness of carrying out the due diligence at the current stage might not be fully realized.
- The RP recognized and acknowledged the concern raised by UBI. However, RP emphasized that he is obligated to act in accordance with the instructions of all CoC members, including the Homebuyers. Therefore, the RP expressed his willingness to leave the decision on conducting due diligence at the current stage or waiting for the term sheet to the CoC, allowing them to decide through voting.
- AR requested to look for term sheets from other market players apart from Oaktree as well. RP noted the request and replied that he will initiate the necessary steps in this respect too.
- IDBI raised a question to the AR regarding the Homebuyers' understanding of the fact that interim finance is a short-term milestone and does not address the ultimate issue. While successful interim finance may result in the construction of their flats/units, it does not resolve the matter concerning the claim/dues of GNIDA amounting to approximately INR 338 crores. The claim from GNIDA can be settled either by full payment, or through a resolution plan, or through liquidation as per the provisions of the code. Without addressing this claim, obtaining the occupancy certificate (OC) /completion certificate (CC) and registry of flats/units may not be possible. The IDBI requested clarification of AR on whether the Homebuyers are aware of these implications.

IDBI additionally highlighted that the final decision of the Hon'ble Supreme Court regarding the legality of the NCLAT order dated 10th June 2022, which bifurcated Supertech into EV-II and Non-EV-II, is still pending. IDBI expressed uncertainty about the potential implications of the Hon'ble Supreme Court's final decision on interim finance. They requested the AR's view on how the homebuyers perceive the potential impact of the Hon'ble Supreme Court's final order on the actions of the CoC taken prior to its issuance.

- The AR provided clarification that, from the perspective of the Homebuyers, their primary goal is to have their flats/units constructed and take possession of them. All the actions and decisions taken by them are aimed at achieving this objective. The prolonged non-delivery of their flats has been a significant source of disappointment and frustration, and they are exhausted from continuously lodging complaints about it.

Regarding the occupancy certificate/completion certificate (OC/CC), the AR explained that once the construction is completed and all mandatory building and construction requirements are met, the OC/CC will be obtained accordingly. AR stated there seems to be no issues in that regard.

In respect of claims of GNIDA and other creditors, the AR stated that interim finance is not the only source of funds. The money is also to be raised by sale of flats and ~ INR 600 crores are to be received from the


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avoidance applications filed basis the transaction audit report.

- IDBI stated that they have noted the reply of AR, though it does not answer the queries raised.

Basis the aforementioned discussions, it was concluded that following agendas shall be put to vote-

- Approval of the fee for Khaitan & Co. for legal due diligence.
- Approval of the fee for CBRE South Asia Private Limited for Valuation and Market due diligence.
- Authorization of the CoC to allow the immediate commencement of due diligence activities without waiting for receipt of term sheet if the fee quoted by Khaitan & Co. and/or CBRE is approved. However, if the fee is approved but the authority for immediate due diligence is not granted, the activities will be undertaken after the receipt of the term sheet for interim finance.

Specific clarifications sought / comments made by attendees of the CoC meeting:

Meeting Attendee	Clarification / Comments	RP / RP Team / Legal Advisor /Other's response
AR	Could you please provide details regarding Oaktree's preference for the selection of firms to be appointed for Due Diligence?	RP- Regarding the preference of Oaktree for firms to be appointed for Due Diligence: <ul style="list-style-type: none"> • For Valuation and Market Due Diligence, their preference is CBRE. • For Legal Due Diligence, they are agreeable to both Khaitan and DSK. • For Financial Due Diligence, they were initially agreeable with EY, but since EY's quote was higher, we will inquire with Oaktree whether they are agreeable with PWC as an alternative. • Deloitte and KPMG have not participated previously, possibly due to conflicts of interest, so it is unlikely that they will be involved among the Big 4 firms. • For Technical Due Diligence, Oaktree is agreeable with AECOM.
IDBI	In the 10th CoC meeting, the cost estimate for completing the pending construction of project EV-II was presented. Who are the third-party professionals responsible for providing the report that served as the basis for this cost estimate?	RP- The estimation was done by the registered valuers as part of the valuation exercise.
IDBI	If the valuation assessment has already been completed by third-party professionals, what type of diligence is currently being proposed for further conduct?	RP- The estimation of cost to complete as conducted by the valuers was performed in accordance with code, which mandates consideration of data and figures as of the insolvency commencement date. Although the specific valuation figures such as fair value and liquidation value have not been disclosed to the CoC, as these can only be shared upon receipt of a resolution plan, the estimates of cost to complete presented in the 10 th CoC meeting were part of the valuation report. It is possible to share certain portions of the valuation report

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		<p>with the CoC without disclosing the fair value and liquidation value figures. However, the complete valuation report or its parts cannot be shared with anyone outside the CoC.</p> <p>Furthermore, since Oaktree is the prospective investor, they have a say in the types of due diligence they require, and the scope of work agreed upon with the firm agreeable to them. This is crucial as they will rely on the outcome of the due diligence processes to release funds. Therefore, the decision on the choice of due diligence and reliance on the valuation estimation is a commercial decision for the investor, rather than something that can be imposed by stating that an estimation has been conducted by one of the engaged professionals.</p>
IDBI	Was it legally correct to take a part of valuation report and share it with CoC without disclosing the fair value and liquidation value?	<p>RP's legal counsel- The RP has requested our opinion on the permissibility of sharing a portion of the valuation report during the 10th CoC meeting, while withholding the disclosure of the fair value and liquidation value. This inquiry was made prior to the 10th CoC meeting to ascertain the feasibility of such an action at the present stage.</p> <p>We had given our opinion that the figures regarding 'cost to complete' is neither 'fair value' nor 'liquidation value' of the project only upon sharing of which the prohibition exists expressly under Regulation 35(2) of the CIRP Regulations. Therefore, we are of the opinion, that the extract of the valuation report dealing with the 'cost to complete' may be shared with the CoC without sharing the valuation report as a whole, and such an action would not be in violation of the Regulation 35 of the CIRP Regulations.</p>
IDBI	Our concern is regarding the approval for interim finance granted by the CoC during the 10 th CoC meeting, which was based on the cost estimation provided by third-party professionals. However, it was not disclosed to the CoC during that meeting that these professionals were valuers. We believe that valuers may not be the appropriate professionals to accurately estimate the cost to complete pending construction. This raise concerns that the professionals to be appointed now might provide a different estimation for the cost to complete.	<p>RP- The query regarding the identification of the third-party professionals is being raised for the first time during the current CoC meeting. If this inquiry had been made during the 10th CoC meeting, we would have provided clarification at that time.</p> <p>Further, the approval granted by the CoC during the 10th CoC meeting was specifically for initiating necessary activities related to raising interim finance. These activities encompass conducting due diligence and receiving a non-binding term sheet. Furthermore, the due diligence proposed to be conducted is not merely in terms of</p>

18
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	<p>Additionally, the CoC made their voting decision based on the estimation provided in the 10th CoC meeting. If there are changes in the estimated numbers, it may warrant a reassessment of their decision.</p>	<p>estimating the cost of construction but also includes estimating the quality of inventory, salability of inventory, title search etc. These are requirements of investor for giving a binding term sheet. We are already doing this in Non-Ev-II thus we are aware of the requirements and is not something new which we are putting forth. It is to be noted that CoC has all the right to decide whether they want these due diligences to be done or not. As an RP, I am doing whatever has been asked from me to be done by CoC in the 10th CoC meeting and ultimate authority to carry it forward is with CoC.</p> <p>Moreover, the finalization of the term sheet will ultimately require the CoC's voting approval. Therefore, the concern regarding potential changes in the estimated cost to complete the pending construction is of less significance, as the final decision on whether to proceed with interim finance or not will be determined through the CoC's approval of the term sheet.</p>
<p>UBI</p>	<p>Whether RP is looking to approach only Oaktree for Interim Finance or is looking to also approach other market players?</p>	<p>RP- The current approach is of exclusively approaching Oaktree intially, as they have already provided a term sheet for Non-EV II projects and their terms are known. This approach is aimed at expediting the process, as Oaktree is expected to be able to provide a term sheet within a shorter timeframe.</p> <p>Exploring other market players would require appointing consultants, engaging in search processes, placing newspaper advertisements to invite interim finance, and conducting meetings with interested parties. These processes are time-consuming and would take at least a month and a half to complete. Additionally, there would be associated costs involved in appointing consultants, advertising, and meetings. It would be preferable to avoid incurring these costs if Oaktree also presents a term sheet for EV-II. However, if Oaktree does not provide a term sheet, then I am open to considering other market players.</p> <p>Based on my understanding, Oaktree's term sheet for non-EV II projects are considered reasonable, and it is expected to be relatively easier for them to provide an additional term sheet for EV-II as well. However, if directed by the CoC, I will reach out to other market players alongside Oaktree.</p>

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Agenda 6: To approve the Eligibility Criteria for Prospective Resolution Applicants in accordance with Regulation 36A (4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

Publication of Form G

RP presented a brief timeline of activities related to initial process of publication of Form G, which are as follows:

Date	Activity
10 th Aug 2022	CoC approved eligibility criteria for EOI submission
23 rd Aug 2022	RP published Form G for EOI submission for Project Eco Village II
14 th Sep 2022	CoC authorized RP to reissue Form G for submission of EOI by fresh prospective resolution applicants
30 th Sep 2022	Form G reissued for fresh resolution applicants
24 th Nov 2022	Last date for resolution plan submission (as per Form G dated 30 th September 2022)
31 st Jan 2023	Last date for resolution plan submission (final date after extensions)
2 nd Feb 2023	RP informed CoC no resolution plans received by 31 st Jan 2023, even after consistently following up with PRAs.
2 nd Feb 2023	Agenda for extension of CIRP period for rerunning the process of invitation of resolution plan by issuance of fresh form G was rejected by CoC
17 th Feb 2023	Agenda for extension of CIRP period for rerunning the process of invitation of resolution plan by issuance of fresh form G was again rejected by CoC
28 th Jun 2023	CoC authorized RP to seek 60-day extension of CIRP period and reissuance of Form G from NCLT

Further, in respect of publication of Form G, RP proposed that CoC can either decide to publish the form G, as per the eligibility criteria to be discussed and finalized in the 11th CoC meeting or CoC can wait for the order of the NCLT on the application filed by the RP for grant of extension/exclusion of CIRP period for running the process to invite fresh resolution plans.

In case the CoC decides for publication of form G as per the eligibility criteria to be decided in the 11th CoC meeting, then it is to be noted that any action undertaken in respect of rerunning of process for invitation of resolution plans shall be subject to approval of the NCLT and same shall be categorically communicated in the form G to be published.

The RP's Legal Advisors clarified that they would undertake best efforts to obtain a favorable order and the consent of the NCLT before 28th July 2023 as presented in the indicative timelines, but they pointed out that the only change would be in respect of the timeline basis which the publication might need to get pushed further.

Summary of discussions before CoC.

- The CoC unanimously agreed that Form G can be published on 28th July 2023, immediately after the conclusion of e-voting for the current CoC meeting.
- Accordingly, it was concluded that the agenda for publication of Form G on 28th July 2023, subject to the approval of NCLT for the extension/exclusion of CIRP period to invite fresh resolution plans, shall be put to vote.

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- It is crucial to note that the issuance of Form G and the process for inviting fresh resolution plans are both contingent upon the order of NCLT. In the event that NCLT denies the requested reliefs in the extension/exclusion application, the entire process associated with the issuance of Form G and the form itself shall be considered null and void from the outset.

CoC noted the discussions

Approval of Eligibility Criteria

RP apprised the CoC that in the 10th CoC meeting dated 28th June 2023, CoC authorized the RP to seek approval of adjudicating authority for reissuance of Form G as per the criteria of eligibility to be decided by committee of creditors in terms with section 25(2)(h) of the code.

RP further stated that as per section 25(2)(h) of the code, RP shall invite prospective resolution applicants, who fulfil such criteria as may be laid down by him with the approval of CoC, having regard to complexity and scale of operation of the business of the corporate debtor.

Furthermore, the RP stated that as per regulation 36A (4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, the detailed invitation of EOI shall specify the criteria of eligibility for prospective resolution applicant, as approved by the CoC in accordance with clause (h) of sub-section (2) of section 25.

Accordingly, the RP presented the below mentioned table of eligibility for discussions and consideration of CoC.

Requirement	Pursuant to the provisions of the Code and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Amendment) Regulations, 2019 ("CIRP Regulations"), we plan to invite prospective resolution applicants for submission of resolution plan for Supertech Limited- Project Eco Village II.
Eligibility Criteria	<p>For Private/ Public Limited Company/ Limited Liability Partnership ("LLP")/ Body Corporate/ any other potential Resolution Applicant:</p> <ul style="list-style-type: none"> Minimum Tangible Net Worth ("TNW")/ Net Owned Funds ("NOF") of Indian National Rupee ("INR") 50 crores at the Group Level in either of the two immediately preceding completed financial years. TNW/NOF shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. Group may comprise of entities either controlling or controlled by or under common control with the potential Resolution Applicant. Control means at least 26% ownership.
Eligibility Criteria	<p>For Individuals, Trust/ Hindu Undivided Family ("HUF")/ Association of Homebuyers of Project EV-II:</p> <ul style="list-style-type: none"> Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 50 crores in either of the two immediately preceding completed financial years shall be applicable. Association of Homebuyers should be formed by Home Buyers who are incumbent unit holders in project Eco village II of Supertech Limited/Allottees of Project Eco Village II of Supertech Limited. Trust/ Association of Homebuyers should be registered in accordance with law. HUF must be formally registered in its name, in accordance with law.

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Eligibility
Criteria

For Financial Institution/ Investment Company/ Fund House/ Private Equity ("PE") Investor/ Non-Banking Financial Company ("NBFC")/ Asset Reconstruction Company ("ARC"):

- Minimum Assets Under Management ("AUM") of INR 300 crores in either of the two immediately preceding completed financial years; or
- Minimum committed funds ("Committed Funds") available for investment/ deployment in Indian companies or Indian assets of INR 50 Crores in either of the two immediately preceding completed financial years.

Eligibility
Criteria

For potential Resolution Applicant in consortium:

- Potential Resolution Applicants in consortium must also satisfy eligibility criteria pertaining to minimum TNW/NOF/AUM/Committed Funds as specified hereinabove, in addition to other conditions stipulated herein.
- In case the consortium is of Private/ Public Limited Companies/ LLPs/ Body Corporates/ any other potential Resclution Applicants, TNW/NOF of the consortium shall be calculated as consolidated TNW/NOF of individual members.
- In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of Project EV-II, with each other or with any other body corporate/ private/ public limited company/ any other potential resolution applicants, TNW/NOF of the consortium shall be calculated as consolidated TNW/NOF of individual members. Provided that TNW/NOF on a consolidated level for such a consortium shall be **INR 50 crores**, in either of the two immediately preceding completed financial years.
- In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of Project EV-II, with any Financial Institution/ Investment Company/ Fund House/ Private Equity ("PE") Investor/ Non-Banking Financial Company ("NBFC")/ Asset Reconstruction Company ("ARC"), the minimum Assets under Management ("AUM")/Minimum Committed Funds ("committed funds") of the consortium shall be calculated as consolidated AUM/Committed Funds of individual members. Provided that Minimum Assets Under Management or Minimum Committed Funds criteria on a consolidated level should be INR 300 crores and INR 50 crore respectively, in either of the two immediately preceding completed financial years.
- In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of Project EV-II, with each other or otherwise, then in addition to meeting the aforementioned eligibility criteria related to TNW/NOF/AUM/Committed fund at consortium level, they shall also meet the following individual criteria
 - a. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 1 crores in either of the two immediately preceding completed financial years shall be applicable to each Association of Homebuyers of Project EV-II which are part of such consortium.
 - b. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 5 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Individuals and HUF, which are part of such consortium.
 - c. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 10 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Trusts, which are part of such consortium.
- In case the consortium is comprised of Financial Institutions/ Investment Companies/ Fund Houses/ PE Investors/ NBFCs/ ARCs/ any other prospective Resolution Applicants, the minimum AUM of consortium shall be calculated as consolidated AUM of individual members. Committed Funds available for investment/ deployment in Indian companies/Indian assets shall be calculated as consolidated amount of committed funds of individual members available for investment/ deployment in Indian companies/Indian assets.
- Incorporation of an Indian limited company shall be mandatory to enter into definitive agreements post submission and approval of resolution plan.

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Eligibility Criteria	<p>Other Conditions:</p> <ul style="list-style-type: none"> • Evidence to showcase that the prospective Resolution Applicant has experience of running large industrial businesses, preferably real estate and/or infrastructure during any of the three preceding financial years. • A refundable Earnest Money Deposit of INR 10 lakhs is to be provided by the Prospective Resolution Applicant • Prospective Resolution Applicant must be a fit and proper person and should not suffer from any legal ineligibility to be a promoter of a corporate entity, under the applicable laws. • Prospective Resolution Applicant must be eligible to submit a resolution plan as per the requirements of Insolvency and Bankruptcy Code, 2016 ("IBC") and relevant rules and regulations, including under section 29A, and must provide an affidavit confirming the same
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Summary of discussions before CoC.

- The RP recommended a more lenient criterion for inviting expressions of interests (EoIs) to encourage broader participation, considering the limited response received previously. To achieve this, the RP proposed lowering the net worth/net owned fund criteria to INR 50 crores instead of INR 75 crores. Additionally, for Financial Institutions/Investment Companies/Fund Houses/Private Equity ("PE") Investors/Non-Banking Financial Companies ("NBFCs")/Asset Reconstruction Companies ("ARCs"), the Assets Under Management (AUM) requirement could be reduced to INR 300 crores from INR 500 crores.
- The AR concurred with the RP's suggestions but recommended maintaining the net worth criteria at INR 75 crores, taking into account the nature of the project.
- UBI asked the view of RP on the TNW/NOF criteria of INR 75 crores. The RP was of the view that a net worth criterion of INR 75 crores could also be restrictive given the current real estate sector's scenario and might limit potential resolution applicants. Hence, it should be reduced to INR 50 crores as it might lead to submission of more EOIs. RP further stated that keeping the Earnest Money Deposit at INR 10 lakhs was also considered prudent to generate interest in the asset within the market. However, the RP emphasized that the final decision on eligibility criteria should be collectively determined by the CoC based on their commercial judgment.
- UBI agreed with the said view of keeping TNW/NOF to INR 50 crores.
- Additionally, the RP proposed widening the pool of EoIs by allowing Individuals/Trusts/HUF /Association of Homebuyers of Project EV-II to also submit their EoIs, as only body corporates and Financial Institutions/Investment Companies/Fund Houses/PE Investors/NBFCs/ARCs were eligible last time. This step is aimed at fostering increased interest and participation in the EoI submission process.
- Upon UBI's query regarding the net worth/net owned fund (TNW/NOF) criteria for Individuals/HUF/Trust/Association of Homebuyers and their capacity to undertake a significant project independently, the RP clarified that at an Individual level, even the Individual/Trust/HUF/Association of Homebuyer of Project EV-II needs to meet the minimum tangible net worth criteria of INR 50 crores. This ensures that only such persons who have sufficient capacity to meet the requirements of such big project submit the resolution plan. But in case they are not able to meet the criteria at Individual level on their own, they can submit the EOI by forming a consortium and in doing so they have to meet the consolidated net worth criteria at consortium level. Additionally, when they submit the EOI at consortium level, they have to meet following individual criterion in respect of net worth
 - Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 1 crores in either of the two immediately preceding completed financial years shall be applicable to each


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- Association of Homebuyers of Project EV- II which are part of such consortium.
- Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 5 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Individuals and HUF, which are part of such consortium.
 - Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 10 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Trusts, which are part of such consortium.
- RP stated that it will be very rare for Individuals or Homebuyer associations to meet such a huge criterion on their own, thus objective is to permit Homebuyer associations to collaborate through consortium agreements with external developers while collectively meeting the net worth criteria at the consortium level. This approach has been observed in other real estate insolvency projects, with the developer benefiting from the support of the Homebuyer association.

Accordingly, it was decided that aforementioned eligibility criteria, shall be put to vote.

Any other Matter with permission of CoC**Update on avoidance application.**

The AR inquired about whether the application for recovery of avoidance transaction, based on the TRA report, has been filed with the NCLT (National Company Law Tribunal). The legal counsel of the RP responded by explaining that due to heavy rains and waterlogging in various parts of Delhi NCR, the functioning of the NCLT was disrupted for a few days in the past week. Additionally, there were technical issues with the e-filing portal of the NCLT. However, the e-filing portal is now operational, and they are prepared with the application for filing with the NCLT.

The main challenge they are facing is that the TRA report has identified multiple parties involved in avoidance transactions, including multiple brokers with whom Supertech has transacted. However, the TRA report does not provide the addresses or identification details for these individuals/persons. The RP is working to obtain the addresses so that the application can be filed, and these individuals can be made parties to the judicial proceedings.

The RP suggested that they can file the application with the available addresses and later submit an additional affidavit to include the parties once their addresses are obtained. However, the RP's legal counsel mentioned that adding parties at a later stage could be cumbersome, as a separate application would need to be filed, and its admission would take time and thereafter addition/substitution process has to be carried out once such application is allowed. The RP's legal counsel added that they will establish an internal timeline to collaborate with the RP in order to gather as many addresses of the involved parties as possible. They will then proceed with filing the applications.

The AR raised a question to the legal counsel regarding whether the other projects of Supertech Limited, to which funds were diverted from EV-II, can be made parties to the avoidance application. The RP's legal counsel clarified that the EV-II and Non-EV II projects were specifically bifurcated by the NCLAT order of 10th June 2022, but the projects themselves are not separate legal entities. They do not have individual legal identities as bodies corporate, partnerships, trusts, societies, or associations. Therefore, the projects cannot be made parties to the application. However, since the management of Supertech Limited was in charge of these projects during the alleged siphoning mentioned in the TRA report, they are being made parties to the application. Indeed, the main respondent in the application will be the ex-management of Supertech Limited.

Additionally, considering that the diversion of funds to other projects of Supertech Limited, as identified in the TRA report, was facilitated through payments made to vendors of those projects, the said vendors will also be made parties to the application. The application will seek recovery of funds jointly and severally from both the ex-management and the vendors involved. But, for the projects where funds have been directly transferred from EV II without involvement or payments made to specific vendors, then the ex-management of Supertech Limited would be the appropriate party to include in the application for recovery of funds

The AR expressed the view that since funds were diverted from other EV-II projects to other projects of Supertech

18
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Limited, EV-II should have a claim against those projects, and it should be treated as recoverable from the other projects. The RP's legal counsel explained that all the projects still fall under the same legal entity, which is Supertech Limited. The process of filing claims against other projects is not based on the TRA report, which focuses on reversing the effects of the transactions mentioned in the report by filing an application under sections 43, 45, 50, and 66 of the code. Additionally, it is important to note that there is a moratorium in place for both EV-II and Non-EV-II projects. As a result, legal proceedings against all the projects are currently prohibited during this period.

The AR requested the RP to file an application before the NCLAT, requesting them to consider the fact that approximately INR 600 crores were siphoned from Project EV-II to other projects, while issuing an order for the Non-EV II projects. He asked the RP to seek appropriate directions for the recovery of these funds from the other projects. The RP clarified that the appropriate legal process is to approach the NCLT, not the NCLAT. As the RP of Project EV-II, he does not have the locus standi to request such directions from the NCLAT. The RP's responsibility is to inform the NCLAT of the facts, so once the avoidance application is filed, the RP will attach a copy of the TRA report to the next status report to be filed with the NCLAT, ensuring that the NCLAT is aware of the situation.

Furthermore, the RP emphasized that once the NCLT has made a decision on the amount to be recovered based on our application, the subsequent steps, and actions regarding the handling of that amount can be determined through the resolution plan. The RP also highlighted the potential recourse to appropriate legal remedies for the recovery of the determined amount. However, the initial crucial step is for the NCLT to decide on the matter.

CoC noted the discussions.

Query on the expenses:

The AR inquired about the tower-wise cash flow status of Project EV-II as of the insolvency commencement date. In response, the RP stated that the cash flow details were presented in previous CoC meetings, and he will provide the updated cash flow information during the forthcoming CoC meeting.

Query on sale of unsold inventory:

The AR raised a query regarding the sale of unsold inventory as per the approval granted by CoC in the 10th CoC meeting. In response, the RP informed the AR that the list of unsold inventories will be published on the website, and thereafter, a decision regarding the sale mechanism, which could include options like auction or direct sale, will be made. The progress on this matter will be shared during the next CoC meeting.

The CoC acknowledged and took note of the update provided by the RP.

Query on construction activity:

During the CoC meeting, the AR inquired about the progress of construction in Project EV-II. The RP informed the members that there was a recent delay in payments for the last 20 days due to the arrest of Mr. R.K. Arora, the joint authorized signatory in the bank accounts. However, the situation has been addressed, and with UBI agreeing to the operation of accounts by the RP, the RP will now proceed with processing the pending payments.

Additionally, the RP provided an update on the cash in account situation, which was discussed in the 10th CoC meeting. It was communicated that Interim finance would be required to complete the pending construction. Once the necessary funds are made available, the construction is expected to resume at its full pace.

The CoC was duly apprised of the situation and the steps being taken to address the construction progress in Project EV-II.

Request for timely response on the emails:

During the CoC meeting, the AR raised a concern regarding the timely response to emails from homebuyers. The AR requested the RP to expedite the process of addressing queries raised by homebuyers.

In response, the RP assured the AR that he would make every effort to promptly respond to the emails from homebuyers. To facilitate this process, the RP requested the AR to forward the names and email addresses of homebuyers whose queries have not been answered. By providing this information, the RP will be able to prioritize


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and address the pending queries with utmost diligence.

Query on the directions application:

During the CoC meeting, IDBI Bank inquired about the status of the application for directions filed by the RP. The RP's Legal Advisors provided clarification to the CoC members, stating that the application was listed for hearing last week before the NCLT. However, it could not be taken up as the Hon'ble Bench only sat in the first half of the day.

The Legal Advisors further explained that in light of the voting agenda approved by the CoC members in the 10th meeting seeking extension/exclusion, the previous application would become infructuous. As a result, the Legal Advisors would now focus on pressing the new application in the next date of hearing.

The CoC duly acknowledged and took note of the status update provided by the RP's Legal Advisors.

Voting Timelines

RP informed the CoC that the minutes of the 11th CoC meeting will be circulated by 20th July 2023 i.e., Thursday and the Voting lines will be opened on 21st July 2023 i.e., Friday and will be kept open till 26th July 2023 i.e., Wednesday.

With no other matter pending for discussion, the RP concluded the meeting with a vote of thanks to all present.

Hoel

Hitesh Goel

Resolution Professional of Supertech Limited – Project Eco Village II

IP Registration no. IBBI/PA-001/IP-P01405/2018 -2019/12224

AFA Certificate Number: AA1/12224/02/160223/105446 (Valid till 08 February 2024)

Registered Address: -

C4/1002 The Legend Apartments,
Sector 57, Gurgaon,
Haryana, 122011
E-mail: iphiteshgoel@gmail.com

Correspondence Address:

Supertech Limited
21st-25th Floor, E-Square, Plot No. C2,
Sector - 96, Noida, Gautam Buddha Nagar,
Uttar Pradesh – 201303
E-mail: cirosupertech@gmail.com

(Supertech Limited is under Corporate Insolvency Resolution Process as per the provisions of the Insolvency and Bankruptcy Code, 2016. Its affairs, business and assets are being managed by the Interim Resolution Professional, Mr. Hitesh Goel, appointed by the New Delhi Bench of Hon'ble National Company Law Tribunal vide order dated 25 March 2022 under the provisions of the Code)

Date: 20th July 2023

Place: Noida

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**Appendix 1
List of Voting Matters**

Supertech Limited- Project Eco Village II

1. **RESOLVED THAT** the total fee of Khaitan and Co. amounting to INR 4,00,000/- along with out-of-pocket expenses (OPE) at actuals, subject to a maximum cap of INR 5,00,000/-, for their appointment to provide the services of legal due diligence, be and is hereby approved. The said fee shall form a part of the Corporate Insolvency Resolution Process (CIRP) cost. **(Agenda 1)**
2. **RESOLVED THAT** the total fee of CBRE South Asia Private Limited amounting to INR 3,25,000/- along with out-of-pocket expenses (OPE) at actuals, for their appointment to provide the services of valuation & market due diligence, be and is hereby approved. The said fee shall form a part of the Corporate Insolvency Resolution Process (CIRP) cost. **(Agenda 2)**
3. **RESOLVED THAT** the Resolution Professional is authorized to commence the due diligence activity immediately, subject to approval of Agenda 1 and/or Agenda 2. **(Agenda 3)**

Note to Agenda: In case Agenda 1 and/or Agenda 2 is approved by the CoC, but Agenda 3 is rejected, the due diligence activity would commence after the receipt of the term sheet from the potential interim finance provider/investor.

4. **RESOLVED THAT** CoC authorizes the RP to publish and issue Form G for reissuance of invitation of expression of interest for inviting fresh resolution plans, subject to approval of NCLT, for project EV-II.

Note to Agenda: Form G shall be published immediately by 28th July 2023, on approval of CoC for publication of Form G, but the process of issuance of Form G and any process further undertaken in relation to EOI and resolution plan, shall be subject to approval of NCLT on application filed by RP with Hon'ble NCLT.

RESOLVED FURTHER THAT pursuant to Regulation 36A(4)(a) of the IBBI (Resolution Process for Corporate Persons) Regulations, 2016, Eligibility Criteria, for Prospective Resolution Applicants, as provided below, be and is hereby approved.

Particulars	
Requirement	Pursuant to the provisions of the Code and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Amendment) Regulations, 2019 ('CIRP Regulations'), we plan to invite prospective resolution applicants for submission of a resolution plan for Supertech Limited- Project Eco Village II.
Eligibility Criteria	<p>For Private/ Public Limited Company/ Limited Liability Partnership ("LLP")/ Body Corporate/ any other potential Resolution Applicant:</p> <ul style="list-style-type: none"> ▪ Minimum Tangible Net Worth ("TNW")/ Net Owned Funds ("NOF") of Indian National Rupee ("INR") 50 crores at the Group Level in either of the two immediately preceding completed financial years. ▪ The TNW/NOF shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. ▪ Group may comprise of entities either controlling or controlled by or under common control with the potential Resolution Applicant. Control means at least 26% ownership. <p>For Individuals/ Trust/ Hindu Undivided Family ("HUF")/ Association of Homebuyers of Project EV-II:</p> <ul style="list-style-type: none"> ▪ Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 50 crores in either of the two immediately preceding completed financial years shall be applicable.


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	<ul style="list-style-type: none"> ▪ Association of Homebuyers should be formed by Home Buyers who are incumbent unit holders in project Eco village II of Supertech Limited/Allottees of Project Eco Village I of Supertech Limited. ▪ Trust/ Association of Homebuyers should be registered in accordance with law. ▪ HUF must be formally registered in its name, in accordance with law.
	<p>For Financial Institution/ Investment Company/ Fund House/ Private Equity ("PE") Investor/ Non-Banking Financial Company ("NBFC")/ Asset Reconstruction Company ("ARC"):</p> <ul style="list-style-type: none"> ▪ Minimum Assets Under Management ("AUM") of INR 300 Crores in either of the two immediately preceding completed financial years; or ▪ Minimum committed funds ("Committed Funds") available for investment/ deployment in Indian companies or Indian assets of INR 50 Crores in either of the two immediately preceding completed financial years:
	<p>For potential Resolution Applicant in consortium:</p> <ul style="list-style-type: none"> ▪ Potential Resolution Applicant in consortium must also satisfy eligibility criteria pertaining to minimum TNW/NOF/AUM/Committed Funds as applicable in addition to other conditions stipulated herein. ▪ In case the consortium is of Private/ Public Limited Companies/ LLPs/ Body Corporates/ any other potential Resolution Applicants, TNW/NOF of the consortium shall be calculated as consolidated TNW/NOF of individual members. ▪ In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of project EV-II, with each other or with any other body corporate/ private/ public limited company/ any other potential resolution applicants. TNW/NOF of the consortium shall be calculated as consolidated TNW/NOF of individual members. Provided that TNW/NOF on a consolidated level for such a consortium shall be INR 50 crores, in either of the two immediately preceding completed financial years. ▪ In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of Project EV-II, with any Financial Institution/ Investment Company/ Fund House/ Private Equity ("PE") Investor/ Non-Banking Financial Company ("NBFC")/ Asset Reconstruction Company ("ARC"). The minimum Assets under Management ("AUM")/Minimum Committed Funds ("committed funds") of the consortium shall be calculated as consolidated AUM/Committed Funds of individual members. Provided that Minimum Assets Under Management or Minimum Committed Funds criteria on a consolidated level should be INR 300 crores and INR 50 crore respectively, in either of the two immediately preceding completed financial years. ▪ In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of Project EV-II, with each other or otherwise then in addition to meeting the aforementioned eligibility criteria related to TNW/NOF/AUM/Committed fund at consortium level, they shall also meet the following individual criteria <ol style="list-style-type: none"> a. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 1 crores in either of the two immediately preceding completed financial years shall be applicable to each Association of Homebuyers of Project EV-II which are part of such consortium. b. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 5 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Individuals and HUF, which are part of such consortium. c. Minimum Tangible Net Worth ("TNW") of Indian National Rupee ("INR") 10 crores in either of the two immediately preceding completed financial years shall be applicable to each of the Trusts, which are part of such consortium. <p>In case the consortium is comprised of Financial Institutions/ Investment Companies/ Fund Houses/ PE Investors/ NBFCs/ ARCs/ any other prospective Resolution Applicants, the minimum AUM of consortium shall be calculated as consolidated AUM of individual members. Committed Funds available for investment/ deployment in Indian companies/Indian assets shall be calculated as consolidated amount of committed funds of individual members available for investment/ deployment in Indian companies/Indian assets.</p> <ul style="list-style-type: none"> ▪ Incorporation of an Indian limited company shall be mandatory to enter into definitive agreements post submission and approval of resolution plan.

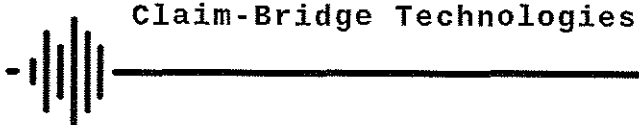

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Other Conditions:

- Evidence to showcase that the prospective Resolution Applicant has experience of running large industrial businesses, preferably real estate and/or infrastructure during any of the three preceding financial years.
- A refundable Earnest Money Deposit of Rs 10 lakhs is to be provided by the Prospective Resolution Applicant
- Prospective Resolution Applicant must be a fit and proper person, should not suffer from any legal ineligibility to be a promoter of a corporate entity under the applicable laws.
- Prospective Resolution Applicant must be eligible to submit a resolution plan as per the requirements of Insolvency and Bankruptcy Code, 2016 ("IBC") and relevant rules and regulations, including under section 29A, and must provide an affidavit confirming the same.

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Date: Thursday 27th of July 2023

This is to certify that E-voting event for **E-VOTING FOR M/s SUPERTECH LIMITED (PROJECT ECO VILLAGE II) 11th CoC FC** conducted on Claim-Bridge platform from Friday 21st of July 2023 05:00:00 PM to Thursday 27th of July 2023 05:00:00 PM conducted fairly over a secured platform.

Total Voters:	4
Total Voted:	4
Total voting per:	100 %

Resolution Id:- 90qQw59dHxpDlmr289

Item No 1

RESOLVED THAT the total fee of Khaitan and Co. amounting to INR 4,00,000/- along with out-of-pocket expenses (OPE) at actuals, subject to a maximum cap of INR 5,00,000/-, for their appointment to provide the services of legal due diligence, be and is hereby approved. The said fee shall form a part of the Corporate Insolvency Resolution Process (CIRP) cost. (Agenda 1)

#	Yes	No	Abstain
Total (%)	64.08	35.92	0
Count	1	3	0

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Office Address: H-87 second floor Block H sector 63 Noida, UP

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Resolution Id:- gSBp3snvLGJaHyr275

104

Item No 2

RESOLVED THAT the total fee of CBRE South Asia Private Limited amounting to INR 3,25,000/- along with out-of-pocket expenses (OPE) at actuals, for their appointment to provide the services of valuation & market due diligence, be and is hereby approved. The said fee shall form a part of the Corporate Insolvency Resolution Process (CIRP) cost. (Agenda 2)

#	Yes	No	Abstain
Total (%)	64.08	35.92	0
Count	1	3	0

Resolution Id:- IVBrHEuv3k48gaY851

Item No 3

RESOLVED THAT the Resolution Professional is authorized to commence the due diligence activity immediately, subject to approval of Agenda 1 and/or Agenda 2. (Agenda 3)

Note to Agenda: In case Agenda 1 and/or Agenda 2 is approved by the CoC, but Agenda 3 is rejected, the due diligence activity would commence after the receipt of the term sheet from the potential interim finance provider/investor.

#	Yes	No	Abstain
Total (%)	64.08	35.92	0
Count	1	3	0

Resolution Id:- zMpXJDvUPK3k9ZX435

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Item No 4

105

RESOLVED THAT CoC authorizes the RP to publish and issue Form G for reissuance of invitation of expression of interest for inviting fresh resolution plans, subject to approval of NCLT, for project EV-II.

Note to Agenda: Form G shall be published immediately by 28th July 2023, on approval of CoC for publication of Form G, but the process of issuance of Form G and any process further undertaken in relation to EOI and resolution plan, shall be subject to approval of NCLT on application filed by RP with Hon'ble NCLT.

RESOLVED FURTHER THAT pursuant to Regulation 36A(4)(a) of the IBBI (Resolution Process for Corporate Persons) Regulations, 2016, Eligibility Criteria, for Prospective Resolution Applicants, as provided below, be and is hereby approved.

Particulars	
Requirement	Pursuant to the provisions of the Code and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Amendment) Regulations, 2019 ('CIRP Regulations'), we plan to invite prospective resolution applicants for submission of a resolution plan for Supertech Limited- Project Eco Village II.
Eligibility Criteria	<p>For Private/ Public Limited Company/ Limited Liability Partnership ("LLP")/ Body Corporate/ any other potential Resolution Applicant:</p> <p>§ Minimum Tangible Net Worth ("TNW")/ Net Owned Funds ("NOF") of Indian National Rupee ("INR") 50 crores at the Group Level in either of the two immediately preceding completed financial years.</p> <p>§ The TNW/NOF shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.</p> <p>§ Group may comprise of entities either controlling or controlled by or under common control with the potential Resolution Applicant. Control means at least 26% ownership.</p>

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For Individuals/ Trust/
Hindu Undivided
Family ("HUF")/
Association of
Homebuyers of Project
EV-II:

§ Minimum
Tangible Net
Worth
("TNW") of
Indian
National
Rupee ("
"INR") 50
crores in
either of the
two
immediately
preceding
completed
financial
years shall
be applicable.

§ Association of
Homebuyers
should be
formed by
Home
Buyers who
are
incumbent
unit holders
in project
Eco village
II of
Supertech
Limited/Allottees
of Project
Eco Village
II of
Supertech
Limited.

§ Trust/
Association
of
Homebuyers
should be
registered in
accordance
with law.

§ HUF must be
formally
registered in
its name, in
accordance
with law.

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For Financial
Institution/ Investment
Company/ Fund
House/ Private Equity
("PE") Investor/ Non-
Banking Financial
Company ("NBFC")/
Asset Reconstruction
Company ("ARC"):

§ Minimum
Assets Under
Management
("AUM") of
INR 300
Crores
in either of
the two
immediately
preceding
completed
financial
years; or

§ Minimum
committed
funds
("Committed
Funds")
available for
investment/
deployment
in Indian
companies or
Indian assets
of INR
50 Crores
in either of
the two
immediately
preceding
completed
financial
years:

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For potential Resolution Applicant in consortium:

§ Potential Resolution Applicant in consortium must also satisfy eligibility criteria pertaining to minimum TNW/NOF/AUM/Committed Funds as applicable in addition to other conditions stipulated herein.

§ In case the consortium is of Private/ Public Limited Companies/ LLPs/ Body Corporates/ any other potential Resolution Applicants, TNW/NOF of the consortium shall be calculated as consolidated TNW/NOF of individual members.

§ In case the consortium is of Individuals/ Trust/ HUF/ Association of Homebuyers of project EV-II, with each other or with any other body corporate/ private/ public limited company/ any other potential

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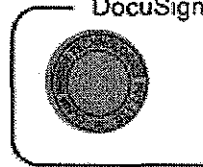
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Other Conditions:

- § Evidence to showcase that the prospective Resolution Applicant has experience of running large industrial businesses, preferably real estate and/or infrastructure during any of the three preceding financial years.
- § A refundable Earnest Money Deposit of Rs 10 lakhs is to be provided by the Prospective Resolution Applicant
- § Prospective Resolution Applicant must be a fit and proper person, should not suffer from any legal ineligibility to be a promoter of a corporate entity under the applicable laws.
- § Prospective Resolution Applicant must be eligible to submit a resolution plan as per the requirements of Insolvency and Bankruptcy Code, 2016 ("IBC") and relevant rules and regulations, including under section 29A, and must provide an affidavit confirming the same.

#	Yes	No	Abstain
Total (%)	83.59	16.41	0
Count	3	1	0

DocuSigned by:



Chirag Vats

Chirag vats
Claim Bridge Technologies

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