



March 6, 2026

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001 BSE Scrip Code: 532692	National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex Bandra (E), Mumbai-400051 NSE Symbol: RMCL
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Subject: Reply to Common Queries Raised by BSE and NSE

Common queries raised by **BSE Limited and National Stock Exchange of India Limited**, Accordingly, we hereby submit our consolidated response to all the common queries as under:

Queries Raised by Exchanges	Our Reply
Company has not done submission of compliances till from March 2015 till August 2022, which has resulted in non-compliance and penalties being levied.	<p>The company was under the control of old management till October 22, 2020</p> <p>The Company was admitted into Corporate Insolvency Resolution Process (CIRP) on October 22, 2020.</p> <p>From October 22, 2020 to August 01, 2022, the Company was under the control and management of the Resolution Professional pursuant to the initiation of CIRP under the Insolvency and Bankruptcy Code, 2016.</p> <p>Hon'ble NCLT vide order dated August 1, 2022 approved Resolution plan submitted by the new management. (Now company is in control of new management)</p> <p>As per para no. 27 of the Hon'ble NCLT order dated August 1, 2022 is reproduced herein below:</p> <p><i>"We hold that the Resolution Applicant cannot be saddled with any previous claim against the Corporate Debtor prior to initiation of its CIRP. For the permits, licenses, leases, or any other statutory right vested in the Corporate Debtor shall remain with the Corporate Debtor and for the continuation of such statutory rights, the Resolution Applicant has to approach the concerned statutory authorities under relevant laws."</i></p> <p>As per chapter 7 (para no. 7.5) of the resolution plan is reproduced herein below:</p> <p><i>"It is assumed that all approvals, consents, licences, business permits etc. given to the CD, including without limitation the</i></p>



approvals provided to the CD by the relevant authorities of State Government/Central Government shall continue to remain valid and in force, post approval of this Resolution Plan and in case for any reason they have been withdrawn / cancelled before the effective date, such withdrawal / cancellation of approvals, consents, licences, business permits etc shall be treated as null and void and they will be treated as valid and shall continue to be in-force. Further if any such or further approval / sanctions / Certificate etc are required for commencing the production/manufacturing/business, the same shall be treated as having been granted by the relevant competent authority/relevant departments of State Government/Central Government and all levies/charges / penalty, if any will stand waived off on approval of the Resolution plan”

The Hon’ble NCLT, vide its Order dated November 10, 2025, has waived **all penalties up to August 01, 2022** and has **categorically observed that no penalty can be levied for the period prior to commencement of CIRP and during the CIRP period of the Company.**

In view of the aforesaid order, the new management cannot do any **filing prior to 2020** when the company was in control of old management.

Also the new management cannot do any **filing for the period 2020 till 2022** when the company was in control of Resolution Professional.

A copy of the Hon’ble NCLT CIRP Order dated October 22, 2020 is annexed herewith and marked as **Exhibit A.**

A copy of the Hon’ble NCLT Order for approval of Resolution plan dated August 1, 2022 is annexed herewith and marked as **Exhibit B.**

Certified copy of Resolution Plan is annexed herewith and marked as **Exhibit C.**

A copy of the Hon’ble NCLT Order dated November 10, 2025 is annexed herewith and marked as **Exhibit D.**



<p>The Company has not complied with the Regulations related to Corporate Governance (Regulations 17 to 27).</p>	<p>The Hon'ble NCLT, Ahmedabad Bench, vide its Order dated August 01, 2022, approved the Resolution Plan pursuant to which the Company reduced its existing share capital from 9,12,95,775 equity shares to 6,82,185 equity shares.</p> <p>As per the provisions of Regulation 15(2) of SEBI (LODR) Regulations, 2015, the corporate governance provisions are not mandatory for listed entities having paid-up equity share capital not exceeding ₹10 Crore and net worth not exceeding ₹25 Crore.</p> <p>The Company presently falls within the above threshold limits; therefore, the provisions of Regulations 17 to 27 of SEBI (LODR) Regulations, 2015 are not applicable to the Company.</p> <p>Please note the company received temporary ISIN no. INE172H01022 from NSDL and CDSL. However company is yet to receive listing approval from BSE and NSE. Hence on both the exchanges the old paid up capital is still reflecting.</p>
<p>Consolidated Financial Results not submitted for the quarter ended December 2025 (only standalone results received).</p>	<p>The Company had informed both the Exchanges vide letter dated November 4, 2023 regarding the proposed acquisition of majority stake in Phytoatomy Private Limited.</p> <p>Further, vide update dated January 23, 2026, the Company clarified that the proposed acquisition is still under process and has not been completed, and accordingly, the Company has not acquired any control or shareholding in Phytoatomy Private Limited.</p> <p>Therefore, the requirement for submission of consolidated financial results under Regulation 33 of SEBI (LODR) Regulations, 2015 is not applicable to the Company at present.</p> <p>The Company has consistently disclosed in its quarterly financial results and in responses to queries raised by the Exchanges that consolidated financial results are not applicable in its case.</p>

All the filings w.e.f. August 01, 2022 are in place and reflected on the BSE Portal. As a successful Resolution Applicant, we cannot do any filing prior to August 01, 2022 as the Company was in control of Resolution Professional.



Hence, we request you to withdraw the penalty levied by both the Exchanges.

Thanking You,

For **RADHA MADHAV CORPORATION LIMITED**

Nitin Jain
Director and CFO
(DIN: 09833381)

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT 1**

CP(IB) 669 of 2019

Coram: Hon'ble Mr. MADAN BHALCHANDRA GOSAVI, MEMBER (JUDICIAL)
Hon'ble Mr. VIRENDRA KUMAR GUPTA, MEMBER (TECHNICAL)

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING THROUGH VIDEO CONFERENCING BEFORE THE
NATIONAL COMPANY LAW TRIBUNAL , AHMEDABAD BENCH ON 22.10.2020**

Name of the Company: Harish Vedkumar Anand Prop of
Anand Enterprises
V/s
Radha Madhav Corporation Ltd.

Section: 9 IBC,2016

ORDER

The case is fixed for pronouncement of order.

The Order is pronounced in the open court, vide separate sheet.


(VIRENDRA KUMAR GUPTA)
MEMBER (TECHNICAL)


(MADAN B GOSAVI)
MEMBER (JUDICIAL)

Dated this the 22nd day of October, 2020.

**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
COURT-1**

CP (IB) No.669/9/NCLT/AHM/2019

In the matter of:

Mr. Harish Vedkumar Anand
Prop. Of Anand Enterprises
C-204, Kanti Apts, Mount Mary Road,
Bandra (West),
Mumbai - 400050.

... Petitioner/Operational Creditor

V/s.

M/s. Radha Madhav Corporation
Survey No.50/9,
Adaman Industrial Estate,
Village Kadaiya,
Nani Daman, Daman & Diu - 396210.

... Respondent/Corporate Debtor

Order delivered on 22nd October, 2020

**Coram: Madan B. Gosavi, Member (Judicial)
Virendra Kumar Gupta, Member (Technical)**

Appearance:

Learned Counsel Dr. Kamlesh Vaidankar appeared for the Operational Creditor. None for the Corporate Debtor.



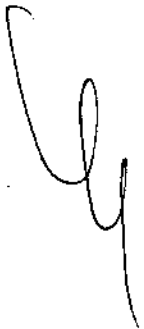
ORDER

[Per: Mr. Madan B. Gosavi, Member (Judicial)]
(Through Video Conferencing)

1. Mr. Harish Vedkumar Anand, proprietor of Anand Enterprises, the Operational Creditor has filed this application under Section 9 of the Insolvency and Bankruptcy Code, 2016 against M/s. Radha Madhav Corporation – Corporate Debtor to start the Corporate Insolvency Resolution Process (“CIRP”) of the Corporate Debtor on the ground that the Corporate Debtor committed default in paying operational debt of Rs.25,25,672/- (Rupees Twenty-Five Lakh Twenty-Five Thousand Six Hundred Seventy-Two Only). The date of default is stated to be 05.01.2019.

2. The Operational Creditor state that as per the purchase order dated 07.12.2018, the Corporate Debtor placed order of male and female wrist watches. Total quantity of the order was 15,000 nos. of watches. Accordingly, he sold and supplied the watches to the Corporate Debtor. The amount of Rs.25,25,672/- was due and payable by the Corporate Debtor towards away bill on account maintained by him. The Corporate Debtor failed and neglected to pay the sum. Hence, on 16.07.2019, the Operational Creditor received the corporate debtor the demand notice under Section 8 of the I.B. Code, 2016. In spite of receiving of notice it did not pay the debt and hence, this application.

3. We have gone through the evidences on record, we heard the Learned Counsel Dr. Vaidankar for the Operational Creditor online.
4. Upon perusal of the record, it shows that the Operational Creditor has produced all invoices, delivery challans under the case were sold and supplied to the Corporate Debtor. He has also produced a copy of demand notice under Section 8 of the I.B. Code and postal tracking record shows that the notice was delivered to the Corporate Debtor.
5. The Operational Creditor also produced on record the affidavit of compliance of provision under Section 9(3)(b) and 9(3)(c) of the I.B. Code.
6. The Operational Creditor has suggested name of one Mr. Kedarram Ramratan Laddha, having registration no. IBBI/IPA-001/IP-P00586/2017-2018/11115 for appointment as IRP against whom there are no disciplinary proceedings pending.
7. The application is defect free. In spite of notice, no one appeared on behalf of the Corporate Debtor. The notice was also published in local newspapers. The Corporate Debtor did not give any response. From the evidence, it is clear that the amount of debt Rs.25,25,672/- is due and payable to the Operational Creditor. Hence, we direct the Corporate Debtor to be admitted in CIRP by following order:

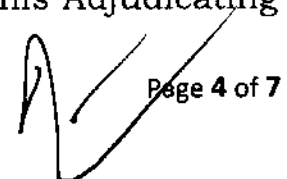
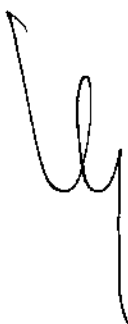


ORDER

1. The Corporate Debtor, M/s. Radha Madhav Corporation Limited is admitted in Corporate Insolvency Resolution Process under Section 9 of the Insolvency and Bankruptcy Code, 2016.

2. The moratorium under Section 14 of Insolvency and Bankruptcy Code, 2016 is declared for prohibiting all of the following in terms of Section 14(1) of the Code.
 - a. the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;
 - b. transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;
 - c. any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
 - d. The recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

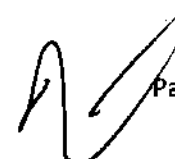
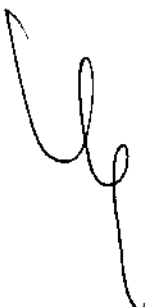
3. The order of moratorium shall have effect from the date of this order till the completion of the Corporate Insolvency Resolution Process or until this Adjudicating



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Authority approves the Resolution Plan under sub-section (1) of the Section 31 or passes an order for liquidation of Corporate Debtor Company under Section 33 of the Insolvency & Bankruptcy Code, 2016, as the case may be.

4. We hereby appoint **Mr. Kedar Ramratan laddha having registration no.IBBI/IPA -001//IP-P00586/2017-2018/11115, Phone: 079-66653333, Mobile: 9737533000, email: ip@kpsjca.com**, to act as an IRP under Section 13(1)(c) of the Code. He shall conduct the Corporation Insolvency Resolution Process as per the provision of Insolvency and Bankruptcy Code, 2016 r.w Regulation made thereunder:
5. The IRP shall perform all his functions as contemplated, inter-alia, by Sections 17, 18, 20 & 21 of the Code. It is further made clear that all personnel connected with Corporate Debtor, its Promoter or any other person associated with management of the Corporate Debtor are under legal obligation under Section 19 of the Code extending every assistance and co-operation to the Interim Resolution Professional. Where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or co-operate with IRP, do not assist or Co-operate, IRP is at liberty to make appropriate application to this Adjudicating Authority with a prayer for passing an appropriate order.
6. This Adjudicating Authority directs the IRP to make a



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public announcement of initiation of Corporate Insolvency Resolution Process (CIRP) and call for submission of claims under Section 15 as required by Section 13(1)(b) of the Code.

7. It is further directed that the supply of goods/service to the Corporate Debtor Company, if continuing, shall not be terminated or suspended or interrupted during the moratorium period.
8. The IRP shall be under duty to protect and preserve the value of the property of the 'Corporate Debtor Company' and manage the operations of the Corporate Debtor Company as a going concern as a part of obligation imposed by Section 20 of the Insolvency & Bankruptcy Code, 2016. The Operational Creditor is directed to pay an advance of **Rs.50,000/- (Rupees Fifty Thousand Only)** to the IRP within two weeks **from the date of this order** for the purpose of smooth conduct of Corporate Insolvency Resolution Process (CIRP) and IRP to file proof of receipt of such amount to this Adjudicating Authority along with First Progress Report. Subsequently, IRP may raise further demands for Interim funds, which shall be provided as per Rules.
9. The Registry is directed to communicate a copy of this order to the Operational Creditor, Corporate Debtor and to the Interim Resolution Professional and the concerned Registrar of Companies, after completion of necessary formalities, within seven working days and

upload the same on website immediately after pronouncement of the order.

10. Accordingly, CP (IB) No. 669/9/NCLT/AHM/2019 stands admitted.



(Virendra Kumar Gupta)
Member (Technical)



(Madan B. Gosavi)
Member (Judicial)

AT

332
10-10-2022

IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
DIVISION BENCH
COURT - 1

ITEM No.156
IA/78(AHM)2022 in
CP(IB) 669 of 2019

Proceedings under Section 30(6) & 31 IBC,2016

IN THE MATTER OF:

Rajeev Dhingra RP of Radha Madhav Corporation Ltd
V/s
Committee of Creditors & Ors

.....Applicant

.....Respondents

Order delivered on ..01/08/2022

Coram:

Madan B. Gosavi, Hon'ble Member(J)
Kaushalendra Kumar Singh, Hon'ble Member(T)

PRESENT:

For the Applicant :
For the Respondent :

ORDER

The case is fixed for pronouncement of the order. The order is pronounced in the open court, vide separate sheet.

-SD-

KAUSHALENDRA KUMAR SINGH
MEMBER (TECHNICAL)

-SD-

MADAN B GOSAVI
MEMBER (JUDICIAL)



BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH
AHMEDABAD
COURT-1

IA No. 78 of 2022

in

CP (IB) No. 669 of 2019

IA No. 78 of 2022

[An application under Section 30(6) of the Insolvency and Bankruptcy Code, 2016]

Rajeev Dhingra

Resolution Professional of
Radha Madhav Corporation Limited (In CIRP)
Having address at:
BG 5A/48B, DDA Flats, Paschim Vihar,
New Delhi - 110063

....Applicant

Versus

1. Committee of Creditors

A-270, 1st & 2nd Floor,
Defence Colony,
New Delhi - 110024

2. Mitesh Anilkumar Agarwal

Ex-Managing Director of Corporate Debtor
H.No. 13/728/15,
Radha Madhav Kunj,
Opposite Gem Plaza,
Dunetha Nani Daman - 396210



3. Abhishek Agarwal

Ex-Joint Managing Director of Corporate Debtor
H.No. 13/728/15,
Radha Madhav Kunj,
Opposite Gem Plaza,
Dunetha Nani Daman - 396210

4. Income Tax Department

Income Tax Office,
Vapi, 8th Floor, Fortune Square-II,
Above TBZ, Chala,
Gujarat- 396191

....Respondents

CP (IB) No. 669 of 2019

[An application under section 9 of the Insolvency and Bankruptcy Code, 2016]

In the matter of:

Mr. Harish Vedkumar Anand

C-204, Kanti Apts, Mount Mary Road,
Bandra (West),
Mumbai - 400050

...Applicant / Operational Creditor

Versus

M/s. Radha Madhav Corporation

Survey No. 50/9,
Adaman Industrial Estate,
Village Kadaiya,
Nani Daman,
Daman & Diu - 396210

... Respondent/Corporate Debtor



**Order reserved on 04.07.2022
Order pronounced on 1.08.2022**

Coram: MADAN B. GOSAVI, MEMBER (J)



KAUSHALENDRA KUMAR SINGH, MEMBER (T)

Appearance:

Learned Counsel Mr. Parth S. Shah appeared for the Resolution Professional

Learned Counsel Mr. Dhruvin Dossani appeared for Committee of Creditors

ORDER

1. This application under section 30(6) of the Insolvency and Bankruptcy Code, 2016 (**IBC, 2016**) is filed by Rajeev Dhingra - Resolution Professional (**RP**) of the Corporate Debtor - Radha Madhav Corporation Limited for approval of the Resolution Plan submitted by VAMA Construction Co.
2. On 22.10.2020, the Corporate Debtor was admitted in the Corporate Insolvency Resolution Process (**CIRP**). Mr. Kedar Ramratan Laddha was appointed as the Interim Resolution Professional (**IRP**). IA 756 of 2020 was filed for replacement of IRP. The same application was allowed by this Adjudicating Authority and Mr. Sanjay Badrilal Punglia was appointed as IRP vide order dated 9.11.2020. On 12.11.2020 the IRP made a public announcement of the CIRP of the Corporate Debtor and called upon its creditors to submit claims He collated the claims. On 03.12.2020 the IRP formed the Committee of Creditors (**CoC**) consisting of sole Financial Creditor - Alchemist Asset Reconstruction Company (**AARC**) having 100% voting right.
3. In the first CoC meeting held on 10.12.2020, CoC approved to appoint Mr. Rajeev Dhingra as the RP with 100% votes. Thereafter, IA 952 of 2020 was filed by Alchemist Asset Reconstruction Company Limited on behalf of CoC for



appointment of Mr. Rajeev Dhingra as the RP of Radha Madhav Corporation Limited. The application was allowed vide order dated 07.01.2021.

4. On 06.02.2021, the RP published Form-G in widely circulated "Financial Express" English and "Daman Ganga Times" Gujarati newspaper calling upon the prospective Resolution Applicants to submit Expression of Interests (**EoIs**)/Resolution Plans on the basis of the information memorandum of the assets and liabilities of the Corporate Debtor.
5. Out of total 8 EoIs received from Prospective Resolution Applicants (**PRAs**), 4 PRAs were found eligible to participate in submission of Resolution Plan. In the fourth CoC meeting held on 30.03.2021, CoC approved extension of CIRP period by 90 days. Thereafter, IA 270 of 2021 was filed for extension of CIRP period by 90 days. The same was allowed by this Adjudicating Authority vide order dated 07.04.2021.
6. In the fifth CoC meeting held on 27.05.2021, CoC approved the resolution for seeking exclusion of 99 days from CIRP period. Thereafter, IA 441 of 2021 was filed for exclusion of 99 days from CIRP period. The Adjudicating Authority allowed exclusion of 99 days from CIRP period vide order dated 06.07.2021.
7. In the sixth CoC meeting held on 20.08.2021, CoC directed the Applicant to re-publish Form G. In accordance with the same, the Applicant re-published Form G on 22.08.2021.
8. In the seventh CoC meeting held on 15.09.2021, CoC was informed that 8 EoIs were verified provisionally, pursuant to which 3 PRAs were selected provisionally and 5 were kept as provisionally ineligible PRAs.
9. In the eighth CoC meeting held on 14.10.2021, CoC approved the resolution for seeking exclusion of 93 days from CIRP period.



Thereafter, IA 735 of 2021 was filed for exclusion of 93 days from CIRP period. The Adjudicating Authority allowed exclusion of 60 days from CIRP period to complete Resolution Process vide order dated 02.11.2021.

10. IA 750 of 2021 was filed by CRP Infrastructure Private Limited to direct the RP for consideration of their plan. The same was allowed by this Adjudicating Authority vide order dated 03.11.2021.
11. In the eleventh CoC meeting held on 20.11.2021, CoC rejected the Resolution Plan submitted by CRP Infrastructure Pvt. Ltd being non-compliant with eligibility criteria.
12. 1 plan was received from VAMA Construction Company on 26.10.2021 which was the last date for submission of plans. The revised Resolution Plan was circulated to CoC on 10.12.2021.
13. In the thirteenth CoC meeting held on 13.12.2021, the Resolution Applicant requested for additional time to submit revised Resolution Plan.
14. Thereafter, in the fifteenth CoC meeting held on 18.12.2021, the RP verified the revised Resolution Plan and informed the CoC that the Resolution Plan complied with all necessary statutory requirements. Thereafter, the Resolution Plan was put to vote before CoC. On 22.12.2021, the Resolution Plan submitted by VAMA Construction Co. was approved by CoC with 100% voting rights. Accordingly, the RP had filed an application, bearing no. IA No. 78 of 2022 for approval of that Resolution Plan.
15. The Resolution Applicant- VAMA Construction Co. has proposed to pay a sum of Rs. 36,46,00,000/- against the total admitted claim of Rs. 573,82,12,000/-. The total haircut under the proposed plan is 93.65%. The details are as follows:



Payment to	Sub-category	Amount claimed	Amount proposed to be paid
Secured Financial Creditors	Who voted in favour of Resolution Plan	Rs. 533,64,11,000/-	Rs. 36,00,00,000/-
Unsecured Financial Creditors	N/A	N/A	N/A
Operational Creditors	(i) Government	Rs. 13,08,38,000/-	Rs. 25,00,000/-
	(ii) Workmen	Rs. 1,02,78,000/-	Rs. 8,82,000/-
	(iii) Employee	Rs. 91,63,000/-	Rs. 2,18,000/-
	(iv) EPFO	Rs. 86,40,000/-	NIL
	(v) Others	Rs. 39,46,02,000/-	Rs. 10,00,000/-
Other Debts	N/A	N/A	N/A
Total		Rs. 588,99,32,000/-	Rs. 36,46,00,000/-

16. The liquidation value and the fair value of the Corporate Debtor are reported at Rs. 57,84,35,280/- and Rs. 75,65,30,854/- respectively. The Plan value is Rs. 36,46,00,000/- which is less than the liquidation value of the Corporate Debtor. We noted the fact. The Hon'ble Supreme Court in the case of **Maharashtra Seamless Limited vs.**



Padmanabhan Venkatesh & Ors. Civil Appeal No. 4242 of 2019 held that no provision in the Code or Regulations was brought to their notice under which the bid of any Resolution Applicant should match liquidation value. The object behind prescribing such valuation process is to assist the CoC to take decision on a Resolution Plan properly. Once, a Resolution Plan is approved by the CoC, the statutory mandate on the Adjudicating Authority under Section 31(1) of the Code is to ascertain that a resolution plan meets the requirement of sub-sections (2) and (4) of Section 30 thereof. The relevant paragraphs of the said judgment are reproduced below:

“26. No provision in the Code or Regulations has been brought to our notice under which the bid of any Resolution Applicant has to match liquidation value arrived at in the manner provided in Clause 35 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.”

“27. It appears to us that the object behind prescribing such valuation process is to assist the CoC to take decision on a resolution plan properly. Once, a resolution plan is approved by the CoC, the statutory mandate on the Adjudicating Authority under Section 31(1) of the Code is to ascertain that a resolution plan meets the requirement of sub-sections (2) and (4) of Section 30 thereof. We, per se, do not find any breach of the said provisions in the order of the Adjudicating Authority in approving the resolution plan.”



"28. The Appellate Authority has, in our opinion, proceeded on equitable perception rather than commercial wisdom. On the face of it, release of assets at a value 20% below its liquidation value arrived at by the valuers seems inequitable. Here, we feel the Court ought to cede ground to the commercial wisdom of the creditors rather than assess the resolution plan on the basis of quantitative analysis. Such is the scheme of the Code. Section 31(1) of the Code lays down in clear terms that for final approval of a resolution plan, the Adjudicating Authority has to be satisfied that the requirement of sub-section (2) of Section 30 of the Code has been complied with. The proviso to Section 31(1) of the Code stipulates the other point on which an Adjudicating Authority has to be satisfied. That factor is that the resolution plan has provisions for its implementation."

17. The Resolution Applicant of VAMA Construction Co. has proposed to pay a sum of Rs. 36,46,00,000/- within 33 months from the effective date against full and final payment for all the liabilities of a Corporate Debtor.
18. We now take up the Resolution Plan of VAMA Construction Co. for examining the same in view of provisions of section 30(2) of the IBC, 2016.
19. Section 30(2)(a) requires that the Resolution Plan shall provide for the payment of the CIRP costs in priority to the payment of other debts of the Corporate Debtor. Upon going through the plan, we noted that a sum of Rs. 25,00,000/- is provided to meet



out the expenses towards the CIRP costs. We hold that provisions of section 30(2)(a) are complied with.

20. The perusal of the Resolution Plan shows that the Secured Financial Creditor will get a sum of Rs.36,46,00,000/- against their total claimed amount of Rs. 533,64,11,000/-.The Government will get a sum of Rs. 25,00,000/- against their total claimed amount of Rs. 13,08,38,000/-. The Workmen will get a sum of Rs. 8,82,000/- against their total claimed amount of Rs. 1,02,78,000/-. Employees will get a sum of Rs. 2,18,000/- against their total claimed amount of Rs. 91,63,000/-. The EFPO will get NIL against total claimed amount of Rs. 86,40,000/-. The Resolution Applicant has submitted that there is a stay order of Hon'ble High Court of Delhi on the said amount. The Resolution Applicant has proposed to pay entire principal amount whenever the Hon'ble High Court of Delhi gives direction/order in the said matter in full and final settlement of their claims/liabilities. Others will get a sum of Rs. 10,00,000/- against their total claimed amount of Rs. 39,46,02,000/-. The CIRP cost has been kept by the Resolution Applicant of Rs. 25,00,000/-. The amount of CIRP cost will be paid within 60 days from the receipt of the order. The amount of Operational Creditors and others will be paid within 60 days from the receipt of the order. The upfront payment to Secured Financial Creditors will be paid within 60 days from the receipt of the order. In view thereof we hold that this complies with provisions of section 30(2)(b) of the IBC, 2016.

21. In the Resolution Plan (at page-21) proposal for management of the business of the Corporate Debtor is given. Within 60 days from the NCLT Approval date all the existing Directors of the CD shall be deemed to have demitted office and shall stand removed as the Directors of the CD. The Resolution Applicant shall



appoint 3 Directors on the Board of Directors of CD which would consist of Resolution Applicant and its nominees and accordingly, the business of CD shall be carried on by the new management. With this, we hold that the provisions of section 30(2)(c) is complied with.

22. In the Resolution Plan (at page-21) supervision of the Resolution Plan by Monitoring Committee is given. Monitoring Committee will come into force on the date of approval of Resolution Plan. Monitoring Committee shall be constituted by CoC in consultation with the Resolution Applicant, which would comprise of one Insolvency Professional, one representative of the Resolution Applicant and one from the Secured Financial Creditors of the Corporate Debtor. With this, we hold that the provisions of section 30(2)(d) is complied with.

23. The RP has certified that the Resolution Plan does not contravene any provisions of law for the time being in force. On examination of the Resolution Plan, we also find that the Resolution Plan does not contravene any provisions of law. We also hold that the Resolution Plan is in compliance with the provisions stated in Regulations 38 and 39 of the IBBI (CIRP of the Corporate Person) Regulations, 2016, and the interests of all stakeholders are taken care of. The term of the plan is also stated. Hence, we see no reason to reject this Resolution Plan on any grounds.

24. It is mentioned in the Resolution Plan that the entire public paid up share capital of Radha Madhav Corporation Limited shall be reduced in the ratio of 100:1 and the promoters/promoter's group shareholding shall be extinguished. No amount shall be paid to any of the existing



shareholders. The existing Authorised Capital of Rs. 1,14,00,00,000/- consisting 11,40,00,000 equity shares of face value of Rs. 10 each will be reorganized to 11,40,00,000 equity shares of Rs. 10 each.

25. The Resolution Applicant will induct an amount of Rs. 36,71,00,000/- to implement the Resolution Plan by way of equity, quasi equity/debt by the Resolution Applicant in tranches as may be warranted from time to time. The Resolution Applicant or its nominees or newly formed Special Purpose Vehicle will induct Rs. 12,71,00,000/- upfront on the effective date as equity capital.

26. As far as reliefs and concessions claimed by the resolution applicant, the law has been well settled by the Hon'ble Supreme Court in the case of **Ghanashyam Mishra and Sons Private Limited Vs. Edelweiss Asset Reconstruction Company Limited and Ors. reported in MANU/SC/0273/2021** in the following words:

I. "The legislative intent behind this is, to freeze all the claims so that the resolution applicant starts on a clean slate and is not flung with any surprise claims. If that is permitted, the very calculations on the basis of which the resolution applicant submits its plans, would go haywire and the plan would be unworkable.

II. We have no hesitation to say, that the word "other stakeholders" would squarely cover the Central Government, any State Government or any local authorities. The legislature, noticing that on account of obvious omission, certain tax authorities were not abiding by the mandate of IB Code and



continuing with the proceedings, has brought out the 2019 amendment so as to cure the said mischief..”

27. In view of the above, we hold that the Resolution Applicant cannot be saddled with any previous claim against the Corporate Debtor prior to initiation of its CIRP. For the permits, licenses, leases, or any other statutory right vested in the Corporate Debtor shall remain with the Corporate Debtor and for the continuation of such statutory rights, the Resolution Applicant has to approach the concerned statutory authorities under relevant laws.
28. With these directions, we approve the Resolution Plan submitted by VAMA Construction Co. and proceed to pass the following orders:

ORDER

- I. Application is allowed.
- II. The Resolution Plan of VAMA Construction Co. for Corporate Debtor i.e. Radha Madhav Corporation Limited, stands allowed as per section 30(6) of the IBC, 2016.
- III. The Resolution Applicant claimed various reliefs and concessions in the Resolution Plan. However, we grant the reliefs in the following manner and to this extent;
 - a. After the payment of the dues to the creditors, as per the Resolution Plan, all the liabilities of the said stakeholders prior to CIRP against the Corporate Debtor shall stand permanently extinguished after the approval of the resolution plan. We further hold that other claims including Government/Statutory Authority, whether lodged during CIRP or not, shall also stand extinguished against the Corporate Debtor after the approval of the



Resolution Plan. We further hold that contingent/unconfirmed dues shall also stand extinguished;

- b. On the effective date, all claims, except provided in the Resolution Plan, of the suspended management, erstwhile directors, and erstwhile shareholders shall stand permanently extinguished;
- c. On the effective date and with effect from the appointed date, all encumbrances on the assets of the Corporate Debtor prior to the plan shall stand permanently extinguished on completion of procedural formalities as provided in Companies Act, 2013; and laws time in force as applicable;
- d. For reliefs and concessions sought from the Government/Statutory Authorities, we direct the Resolution Applicant to approach the concerned Authorities who shall decide the issues including waivers/exemption from such stamp duty, taxes and/or other fees or duty.
- e. For reliefs and concessions sought in respect to payment of stamp duty, tax and/or other fees or duty to any Government Authority, we direct the Resolution Applicant
- f. As regard to relief prayed under various provisions of Income Tax Act, 1961, the Corporate Debtor / Resolution Applicant may approach the Income Tax Authorities who shall take a decision on relief and concessions sought by the Resolution Applicant in accordance with the provisions of Income Tax Act, 1961.
- g. All licenses, permits etc. belonging to the Corporate Debtor whether expired or existing during the process of



implementation of the Resolution Plan shall remain vested with the Corporate Debtor and the Corporate Debtor/Resolution Applicant shall approach relevant authorities for obtaining licenses, permits etc. Further, Monitoring Committee and Resolution Professional shall provide necessary support in this regard.

- h. The Resolution Applicant shall be entitled to review, revise or terminate any appointments/agreements entered into by or on behalf of the Corporate Debtor in accordance with the terms and conditions of such agreements/MoUs/contracts;
- i. The RP shall complete the accounting entries to give effect to the Resolution Plan in the books of account as per the applicable accounting standards and provisions of the Companies Act, 2013;
- j. The management of the Corporate Debtor shall be handed over to the Board of Directors as may be nominated by the Resolution Applicant for proper running operations of the business of the Corporate Debtor;
- k. The Board of Directors of the Corporate Debtor shall also be reconstituted and procedural compliances shall be done to give effect to such reconstitution;
- l. The Resolution Applicant shall, pursuant to the resolution plan approved under section 31(1) of the Code, obtain necessary approvals required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under section 31 or within such period as provided for in such law, whichever is later, as the case may be;



- m. All the approvals of shareholders/members of the Corporate Debtor shall be deemed to have been obtained and the provisions made in the Resolution Plan as regard to the restructuring of capital shall be binding on them. This order shall be treated as evidence of compliances of all formalities as may be required in this regard under the provisions of the Companies Act, 2013.
- IV. The approved 'Resolution Plan' shall become effective from the date of passing of this order.
- V. The order of moratorium dated 22.10.2020 passed by this Adjudicating Authority under section 14 of IBC, 2016 shall cease to have effect from the date of passing of this order.
- VI. The RP shall forthwith send a copy of this order to the participants and the Resolution Applicant(s).
- VII. The RP shall forward all records relating to the conduct of the CIRP and Resolution Plan to the Insolvency and Bankruptcy Board of India to be recorded in its database.
- VIII. Accordingly, IA 78 of 2022 in CP (IB) 669 of 2019 is allowed and stands disposed of in terms of the above directions.
- IX. Urgent certified copy of this order, if applied for, to be issued to all concerned parties upon compliance with all requisite formalities.

-SD-

KAUSHALENDRA KUMAR SINGH
MEMBER (TECHNICAL)

-SD-

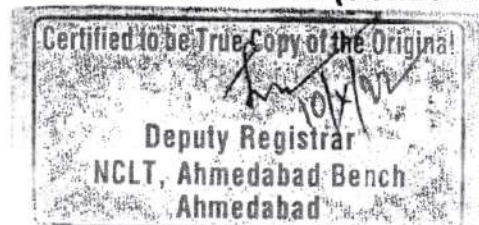
MADAN B. GOSAVI
MEMBER (JUDICIAL)

Shweta Desai - LRA

Prepared by Vimal

Signature [Signature]

Date 10-10-22



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For Vama Construction Co.

[Signature]
 Authorised Signatory

1. INTRODUCTION

- 1.1 This Resolution Plan (hereinafter referred to as the "Plan") is being submitted by VAMA CONSTRUCTION CO. (hereinafter referred to as "Resolution Applicant" or the "RA") pursuant to RP granting approval to the RA for submission of resolution plan for Radha Madhav Corporation Limited (hereinafter referred to as "RMCL" or the "Corporate Debtor" or the "CD").
- 1.2 RMCL was promoted by Mr. Anil Agarwal and family members. It was formed in 2005 following the amalgamation of the existing business of the management. The RMCL was singularly focused on the packaging business until 2013 and was being managed by Mr. Mitesh Agarwal (Managing Director) and Mr. Abhishek Agarwal (Jt. Managing Director) along with a team of experienced professionals.
- 1.3 RMCL has been the largest producer of east and blown films in India. RMCL addresses the existing and emerging needs of fast evolving downstream sectors (FMCG and pharmaceuticals among others). RMCL was primarily a direct selling consumer products company with established competence in packaging and engineering capabilities.
- 1.4 RMCL has been engaged in the network marketing of consumer products and packaging products. It intends to emerge as a global packaging solutions provider with expertise comprising multiple technologies, products, processes and materials. It extended into attractive verticals like high-end food products and pharmaceuticals packaging through a dedicated unit at Rudrapur in Uttarakhand, one of the country's largest pharmaceutical packaging unit around the time it was set up, following an investment of 540 million.
- 1.5 That the application was filed under Section 9 of IBC read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 on 22.08.2019 by Mr. Harish Vedkumar Anand, proprietor of Anand Enterprises as the Operational Creditor with the prayer to commence the Corporate Insolvency Resolution Process (CIRP) against the RMCL, having CIN L74950DD2005PLC003775 and Registered Address as Survey No. 50 / 9A, Damani Industrial Estate, Village Kadaiya, Nani Damani, Damani – 396210.
- 1.6 That the said application for initiation of CIRP was admitted by the Hon'ble Tribunal vide its order dated 22.10.2020 wherein the CIRP of RMCL was commenced and Mr. Kedar Ramtaran Ladhia was appointed as IRP. However, an application was filed for replacement of the IRP as he was unable to carry out the duty on account of personal difficulties, pursuant to which Hon'ble NCLT vide order dated 09.11.2020 appointed Mr. Sanjay Badrial Punglia as IRP. Copy of the order is purported to have been downloaded by the IRP on 11.11.2020.
- 1.7 That in terms of the provisions under Section 15 of the IBC, 2016 read with Regulation 6 of the CIRP Regulations, FORM-A i.e. the Public Announcement in respect of commencement of CIRP of the CD has been published in Financial Express in English in all India Editions and in Janadesh Regional Edition in Regional language, Gujarat on 12.11.2020.
- 1.8 That the COC in its first meeting held on 10.12.2020 approved the resolution for appointment of Mr. Rajeev Dhangra having IBBI Registration No. IBBI/RP-A-001/P-P-01946/2019-2020/12970 to act as RP in the matter. The Hon'ble Tribunal vide its order dated 07.01.2021 appointed Mr. Rajeev

For Vama Construction Co.

Dhingra as RP of the CD. That the copy of the order dated 07.01.2021 passed by the Hon'ble NCLT, Ahmedabad Bench, Court 1 was received on 07.01.2021 by the undersigned from counsel of CoC of the CD.

1.9 The RP published an advertisement for inviting Expressions of Interest (EOI) on 22.08.2021, pursuant to which the "VAMA Construction Co." or "VAMA" submitted its EOI on 06.09.2021. Further RP circulated the Request for Resolution Plan ("RFRP") dated 16.09.2021 and in response to said RFRP, the RA is submitting its Resolution Plan as per the provisions of Insolvency and Bankruptcy Code 2016 (the Code) and the rules, regulations and circulars issued thereunder.

1.10 **Opportunity to revise/rectify:** The Resolution Applicant has made every possible effort to prepare and submit the Resolution Plan strictly in accordance with the various provisions of the Code and as per the guidelines provided in RFRP. However, if there is any inadvertent error/ inadequacy/ shortcoming/ defect in the Resolution Plan, the Resolution Applicant may be given an opportunity for rectifying and/or removing the error/ inadequacy/ shortcoming/ defect so observed. The Resolution Applicant also proposes that it would be granted an opportunity for discussion and negotiation with the members of the CoC and thereafter revising the Proposed Resolution Plan based on its discussions and negotiations with the members of the CoC.

1.11 **Statement as per Regulation 38 (1B) of the CIRP Regulations:** As per Regulation 38(1B) of the CIRP Regulations, "A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past". In this regard, the RA states and affirms that neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.

1.12 **Declaration under Section 30(2)(e) of the Code:** As per section 30(2)(e), "The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan - does not contravene any of the provisions of the law for the time being in force". Thus, in this regard, the RA hereby declares that this Resolution Plan does not contravene any of the provisions of the law for the time being in force.

1.13 **Indemnity:** The RA shall indemnify the CD, members of the Committee of Creditors, the Resolution Professional and their respective teams including their advisors and representatives, against all actions, proceedings, claims, demands, losses, liabilities, damages, costs and expenses imposed, asserted against or incurred by the CD and / or members of the Committee of Creditors and / or the Resolution Professional and/ or their respective teams including their advisors and representatives, arising out of or pursuant to or in connection with a breach of the obligations of the Resolution Applicant under the RFRP, EOI Undertakings, the Resolution Plan and/ or the Letter of Intent or any Applicable Law in the event the Resolution Applicant withdraws from the Resolution Plan Process or revokes / withdraws or seeks to revoke / withdraw the Resolution Plan after its approval by the Committee of Creditors or delays the implementation of the Resolution Plan.

For Vama Construction Co.

Chapter 1 – Definitions

In this Resolution Plan, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Adjudicating Authority/ NCLT" shall have the meaning ascribed to it in under section 5(1) of the Insolvency and Bankruptcy Code, 2016 as amended from time to time and means National Company Law Tribunal constituted under section 408 of the Companies Act 2013 having territorial jurisdiction over the place where the registered office of the CD is located;

"Business Day" shall mean any day of the week excluding (i) Saturdays; (ii) Sundays; and (iii) any day which is a public holiday in New Delhi &/or Daman and the term "Business Day" shall be construed accordingly;

"Business Permits" means all licences, registrations, permits, consents, no-objection certificates, authorizations and approvals obtained or required by the Corporate Debtor for the conduct of its business under the Applicable Law.

"CIRP" or **"Corporate Insolvency Resolution Process"** shall have the meaning ascribed to it in Insolvency and Bankruptcy Code, 2016 as amended from time to time;

"CIRP Regulations" mean the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 as prevailing at the material time;

"CIRP Costs" means the insolvency resolution process costs, as defined under the Code, incurred in respect of CIRP of CD and duly approved by the CoC as per provisions of the Insolvency and Bankruptcy Code, 2016 as amended from time to time;

"CIRP Period" shall have the meaning ascribed to it in Insolvency and Bankruptcy Code, 2016 as amended from time to time;

"Claim" shall have the meaning ascribed to it in Insolvency and Bankruptcy Code, 2016 as amended from time to time;

"Code" or **"BC"** or **"18B Code"** or **"1B Code"** means the Insolvency and Bankruptcy Code, 2016 as amended from time to time;

"Committee of Creditors" or **"CoC"** means the committee of creditors of CD, constituted under Section 21 of the IB Code;

"CoC Approval" shall mean approval of the Resolution Plan by a vote of not less than 66% of voting share of the Financial Creditors;

"Corporate Debtor" or the **"Company"** or **"CD"** shall have the meaning ascribed to it in IB Code; in the instant case the CD is Radha Madhav Corporation Ltd having CIN L7495DD2005PLC003775;

For Vama Construction Co.

"Debt" shall have the meaning ascribed to it under Section 3 (11) of the IBC along with all underlying securities, collaterals, rights, privileges, interests, guarantee etc. provided by the Borrower / Guarantors or any other entity to secure such Debt;

"Dissenting Financial Creditor" or "Dissenting FC" means the financial creditor who has not voted in favour of this Resolution Plan and thus, would be paid as per the provisions of Section 30(2)(b) read with Section 53 of the IB Code and Regulation 38 of CIRP Regulations;

"Effective Date" means the date on which this Resolution Plan is approved by the Adjudicating Authority/NCLT under Section 31 of the Code;

"Force Majeure Events" means Act of God, government intervention/ declaration, epidemics, pandemics, act of war or extra ordinary circumstances beyond the control of the Resolution Applicant which have the effect of materially altering the foundation, purpose, basis and objectives of this Resolution Plan;

"Financial Creditor" or "FC" or "Lender" shall have the meaning ascribed to it in the IB Code. The Resolution Professional has admitted claims of the following parties as financial creditors of the CD:

Name of the Financial Creditor	Claim Amount	Admitted Amount	%
Alchemist Asset Reconstruction Co. Ltd.	533.64	533.64	100%
TOTAL	533.64	533.64	100%

INR in Crores

"Financial Debt" shall have the meaning ascribed to it in IB Code;

"Information Memorandum" or "IM" shall have the meaning ascribed to it in IB Code and CIRP Regulations;

"Insolvency Commencement Date" or "CD" means 22.10.2020, being the date of order passed by the Adjudicating Authority (AA), admitting the application filed under Section 9 of the IB Code by Mr. Harish Vedkumar Anand and commencing the CIRP of CD;

"Monitoring Committee" or "MC" means a committee constituted by the Committee of Creditors, in consultation with the Resolution Applicant, to supervise the implementation of this Resolution Plan. The Composition of the Committee shall be as set out in Clause 5.1.1 of this Resolution Plan;

"NCLT Approval Date" means the date on which the NCLT Approval Order approving the Resolution Plan submitted by the RA is passed by the NCLT / Adjudicating Authority and the said order is duly received by the RA;

"NCLT Approval Order" means the order passed by the Adjudicating Authority, under Section 31 of the IB Code, approving this Resolution Plan as submitted by the RA and approved by the CoC with such modification as are consented to by the RA;

"Operational Creditors" or "OCs" shall have the meaning ascribed to it in IB Code;

"Process Advisor" or "PA" means process advisor appointed by the RP to assist it in the CIRP of the Company;

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"Request for Resolution Plan" or "RRFP Document" or "RRFP" or "Bid Document" means the document issued by the Resolution Professional with regard to Request for Submission of Resolution Plans (updated) on 16.09.2021, in accordance with the provisions of the IB Code and applicable regulations thereunder, as modified from time to time;

For Vama Construction Co.

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Chapter 2 – The Resolution Applicant

2.1 THE RESOLUTION APPLICANT

VAMA Construction Co. have filed this Resolution Plan in response to and in terms of the RFRP floated by the Resolution Professional.

VAMA Construction Co. is proprietorship concern of Shri Vijay Haribhai Patel. Our experience includes Civil Construction for Industrial and Infrastructure projects. It's the spirit of our team at VAMA - passion, commitment and a great team environment - that makes our company a great place to work. As a civil engineering service provider we realize that to deliver quality work on time, it must recruit and develop employees having skills and talents to respond to the opportunities associated with construction work. Our professional and experienced manpower comprising of engineers financial experts and dedicated team of quality workers committed to our core values, are involved in our trade experience and know how to convert even the most complex of designs into reality on site with the maximum efficiency.

We believe in learning, discovery, innovation and the joy of work that results in unsurpassed satisfaction for all our team members and every customer. Everyone at VAMA brings a dedication and love to the job that's needed to thrive in our fast-paced environment with tight production deadlines.

2.2 Company's Directors / Partner / Proprietor:

S. No.	Name of the Directors	PAN	DESIGNATION
1	Shri Vijay Haribhai Patel	AEDPP1271R	Sole Proprietor

For Vama Construction Co.


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Chapter 3 – Addressing the Cause of Default

3.1 Cause of Default

3.1.1 As per the assessment of the CD as conducted by Resolution Applicant under the due diligence exercise, the RA understands that the primary causes leading to default by the Corporate Debtor in dispensation of obligations towards its creditors can be stated to be lack of efficient management. RMCL has a history of failures and reworks. The first stress came in the Company in the year 2008 during the Lehman Brother Crisis in USA. During that time, RMCL had undertaken a large Capital Expenditure program funded through Equity and Debt from SBI and BOB. RMCL has raised substantial Equity from Deutsche bank, Concordia Funds, India Long Term Strategy fund and many more Shareholders.

3.1.2 However, two of the investors namely Deutsche Bank and Concordia Funds had invested through instrument called "Cumulative Convertible Preference Equity Share" or CCPS. Both these investors had right to recall their investments at the end of 18 months tenure. Unfortunately, both these investors opted for refund of their investment instead of converting the instrument in Equity Shares. With the notice of recall, Banks presumed the investment as part of Debt instead of Equity jeopardising the earlier understanding of investment. This act of DB and CF disturbed the Debt: Equity ratio of the Company. Banks decided not to disburse a large sum of Term Loan leading to Cash Crunch in the company. This was the time, when company was in middle of a large capital expenditure wherein a large part of Unit 4, Unit 2 and Utarakhand project was still under construction. Besides around that juncture overheads of the Company were very high due to induction of marketing and technical teams. Also around that time USD:INR conversion rate had shot up from approximately INR 40 to INR 65 per USD. This devaluation of INR led to Cost Overrun in the project. Resultant thereto, Debt on the company overran substantially disturbing the cash flow in the system. It became impossible for the company to service the debt and eventually company was referred to CDR.

3.1.3 This situation also led to technical compromises, which proved fatal for the company. To put cost overrun under check, Company tried to complete its project with substandard machine parts and equipment. This compromise led to below standard quality production.

3.1.4 A major portion of WC was converted in to Term Loan. Though some additional working capital was also provided by the Banks and Promoters, however, restructuring under CDR process did not prove effective, as company was not able to manufacture quality products due to compromise in technology.

3.1.5 Meanwhile, Deutsche Bank and Concordia Funds converted their CCPS into Equity Shares and dumped the same in the Capital Market. This eroded the market capitalization of the company. The stock price fell from 135 INR to 8 INR due to heavy selling of both the investors. The shareholders were agitated and the situation was never suitable for any additional fund raising from equity market.

3.1.6 Company was eventually referred to BIFR diminishing all the chances of fund raising from either equity market or debt market. During the period of BIFR, Company resorted to Direct Selling


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Business and began to survive. The overheads of the company were reduced and company began to come in some profits. Company also corrected its technology and began its packaging business with lesser margins.

3.1.7 The position worsened still further when in the year 2018, the Direct Selling business of the company collapsed due to certain restrictions imposed by Government in the incentive plan of the Company. Company was earlier deducting 15% of the incentives for repurchase and 5% as Administration charges. The Ministry of Consumer Affairs notified all the companies to refrain from such practices. This amendment led to fall in profits of the Company.

3.1.8 Company's incentive plan was dependent on constant growth in business. The major component of Company's incentive plan was "Andromeda Point Value" (One Andromeda Point was awarded when an existing distributor would join two new distributors directly by self-effort). The overall Andromeda points generated in the company would then be divided by a fund equivalent to 60% of the total distributable income. To remain qualified in the fund, all distributors had to make minimum purchase worth "INR 100 Business Volume" every month.

3.1.9 Due to abandonment of Repurchase Deductions, most of the distributors stopped repurchase from the company leading to fall in repurchase business. This downfall also led to sharp fall in the value of "Andromeda Point". The continuous decrease in the Andromeda Point value further reduced the enthusiasm in the distributors. Due to fall in demand, many Depots, Marts and Shops began surrendering their products demanding for refund. This led to immense pressure on the financials of the Company. Vendors were not paid in time and few vendors approached NCLT and one such vendor was awarded with order on 22.10.2020. During all this period, lenders too were not repaid leading to recall of loans by them as well.

3.1.10 Packaging is an evergreen industry however the margins have dropped substantially due to import substitutes and high percentage of rejections. Much of the machine had been lying idle.

3.1.11 Current operations: Currently most of the machinery along with factory / office premises have been let out on lease to various parties which in turn is barely generating sufficient funds to keep the CD running / helping in meeting CIRP cost. Lessees are also deducting for the upkeep of the machinery from the rent on account of past repairs / refurbishment carried out by them though as of now no official understanding to this effect is available with us to confirm lessees' stand.

3.1.12 As a result, one of the Operational Creditors, namely, Shri Harsh Vedkumar Anand, filed the application before Hon'ble NCLT, Ahmedabad to initiate CIRP against the CD.

3.2 Rationale for Takeover and Turnaround Strategy by RA:

The Resolution Applicant understands that the insolvency of the CD can be resolved by restructuring / rationalisation / settlement of existing debt, introducing the requisite capital / funds in the CD, provide management support to give the CD a fresh breather to address the issues and revive its operations and to maintain it as a going concern. The rationale for the turnaround would be to adopt a strategy of:

3.2.1 Restructuring and Settlement of existing debt of Secured FCs;

For Yama Construction Co.


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3.2.2 Induction of fresh Equity Capital by the RA in the CD for Debt restructuring / resolution, Capex requirements and working Capital requirements of the CD towards implementation of the Resolution Plan;

3.2.3 Efficient Working Capital Management for a proper management of the operations of the CD.

3.2.4 The Resolution Applicant intends to turn around the Corporate Debtor by adopting the Strategy as stated in the preceding paragraph and thus effectively addressing the "Cause of Default".

3.2.5 RA believes that turnaround of CD is feasible and viable by adopting steps as mentioned above.

3.3 Challenges that need to be addressed for implementing the Resolution Plan:

3.3.1 It is understood that the CD is involved in various disputes/petitions in various Courts of Law as mentioned in IM prepared by the RP.

3.3.2 These disputes / matters need to be settled and the claims made therein against the CD need to be provided for / dealt with appropriately for effective implementation of the Resolution Plan. This is to further clarify for avoidance of doubt that resolution of these challenges shall not be construed as Condition Precedent for the implementation of this Resolution Plan.

For Yama Construction Co.

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The Financial proposal has been formulated on the basis of the information provided by the RP in form of the Information Memorandum and subsequent correspondence received from the RP. As per the Resolution Plan, it is proposed to resolve the claims of the FCs by way of certain upfront payment and deferred payments for the balance Resolution Amount to the said FCs in full and final settlement of their claims / dues / debt against the CD. The RA proposes to provide resolution for the Corporate Debtor as a going concern. The funds indicated by the RA in the CD shall be utilised for settling the outstanding dues of various creditors and other claimants as proposed in this resolution plan and in respect of all the liabilities and obligations of the CD, whether ascertained / unascertained, crystallised or contingent in nature.

FINANCIAL PROPOSAL BY THE RESOLUTION APPLICANT

The Resolution Applicant before formulating and presenting this Resolution Plan for the Resolution of Insolvency of the Corporate Debtor has undertaken assessment of the Corporate Debtor, so that the Resolution Applicant is able to adequately address the dues/ claims of the creditors of the CD (including Financial, Operational / Other creditor(s) and other claimants, and present a better value to all the stakeholders of the CD. Moreover, in accordance with the Regulation 38(1A) of CIRP Regulations, "A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor". Accordingly, the RA hereby presents the following financial proposal to address the interests of all stakeholders of the CD:

4.1 Claims Admitted by Resolution Professional

A list of creditors with claims received and admitted as provided to the RA by the RP in the IM and VDR, is tabulated below:

(INR in Crores)

S. No	Name and categories of Creditors	Amount Claimed	Claims Admitted	Voting Percentage
Financial Creditors				
	Unrelated			
1	Alchemist Asset Reconstruction Co. Ltd	533.64	533.64	100.00%
	Total Unrelated	1	533.64	533.64
	Related			
2	Nil	0	0	0
	Total Related	2	0	0
	Total Financial Creditors	(1+2) = 3	533.64	533.64
	Operational Creditors			100.00%
3	Other than Workmen & Employees 4	53.41	38.68	
4	Workmen & Employees	5	1.94	1.50
	Total Operational Creditor	(4+5) = 6	55.35	40.18
	GRAND TOTAL	(3+6)	588.99	573.82

FOR VAMA CONSTRUCTION CO.

[Signature]
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4.2 Proposal for CIRP Costs

The CIRP Costs (to the extent unpaid) on 'Actual' basis shall be paid in priority to any other creditors of the Corporate Debtor within 60 days of the Effective Date. It is further clarified that unpaid CIRP costs, estimated at INR 25.00 lakh shall be paid in priority to any other payment under the Resolution Plan. In case the CIRP Costs exceed the amount of INR 25.00 lakh as mentioned above, the excess amount shall also be paid in priority to any other payment under the Resolution Plan and in case the CIRP cost is below the INR 25.00 lakh then excess amount shall be transferred to Secured Financial Creditor.

4.3 Proposal for Financial Creditors

The RA proposes to pay total Resolution Amount of INR 36,00,00,000/- to the Financial Creditors in full and final settlement of their claims / dues / debt on pro-rata basis. The table below gives respective share of the FCs in the total Resolution Amount:

(INR in Crores)

Name of Financial Creditors	Admitted Amount	Resolution Amount
Alchemist Asset Reconstruction Co. Ltd. ("AARC")	533.64	36.00
Total	533.64	36.00

4.3.1 Upfront Payment: The upfront payment of INR 6,00,00,000/- will be made to the FC within a period of 60 days from the Effective Date / NCLT Approval Date.

4.3.2 Deferred Payment: The RA will pay deferred payment of INR 30,00,00,000/- to FCs in full and final settlement of their claims / dues / debt within 33 months from Effective Date as per schedule given below:

4.3.3 Confirmed Timeline of Resolution Amount to be paid to Financial Creditors

(INR in Crores)

Financial Creditors	Upfront Payment			Deferred Payment (B)	Total Payment (A+B)
	(A)	*12	*24		
AARC	6.00	10.00	10.00	10.00	36.00
TOTAL	6.00	10.00	10.00	10.00	36.00

For the sake of clarity, no interest shall be paid on these annual instalments.

4.3.4 Payment to Dissenting Secured Financial Creditors (DSSFC):

The Resolution Applicant proposes to pay to the Dissenting Financial Creditors such amounts as are prescribed under Section 30(2)(b) of the Code and in such manner as laid down under regulation 38 (1) of the CIRP regulations. In this regard, the SFC who abstains from voting, shall also be considered as Dissenting SFC.

FOR VAMA CONSTRUCTION CO.

[Signature]
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However, as per RA understanding there is only one Secured Financial Creditor and if that dissent / absent from the voting this Resolution Plan will not be approved.

Note: It is further clarified that on payment of the total Resolution Amount, as worked out on the basis of Clause 4.3 of the Resolution Plan the dues of all these FCs shall stand settled in full and final and no further amount shall be paid / payable or allocated towards any kind of dues of these creditors including dues which are claimed / not claimed / verified / not verified / admitted / not admitted / contingent or of any nature whatsoever, whether the said FCs has approved the Resolution Plan or dissented from Approval of the Resolution Plan. No further claims of whatsoever nature by the FCs will subsist after the payment of settlement amount proposed under this resolution plan. No proceedings in any court for further payment, including any claim whether present, past and future, shall subsist against the CD / RA. Moreover, any Agreement and other documents given/ executed by the CD / in relation to the CD to these FCs will be treated as annulled / cancelled / terminated and all the documents given by the CD / in relation to these FCs will be returned by these FCs to the CD.

4.4 Proposal for Operational Creditors

Provision as per Applicable Law/IBC: The Resolution Professional shall examine each Resolution Plan received by him to confirm that each resolution plan provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than -

- the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under Section 53; or
- the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in Sub-Section (1) of Section 53, whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with Sub-Section (1) of Section 53 in the event of a liquidation of the corporate debtor.

4.4.1 Payment to Workmen and Employees: As per the Information Memorandum and based on latest data provided by the Resolution Professional, claims of INR 1,94,41,081/- have been filed by the Workmen and Employees (106 in Number) of the CD out of which INR 1,49,60,858/- have been admitted by the RP.

The Resolution Applicant proposes to pay INR 11,00,000/- to Workmen and Employees in full and final settlement against their claims / debts / dues and their services will be treated as terminated. However, the RA may employ any of the Workmen/ Employees of the CD on such terms as it may deem fit.

In case any amount is required to be paid to any other employees / officer / workmen of the CD over and above the amount of INR 11,00,000/- provided in this Resolution Plan the same shall be covered within the overall limit of INR 11,00,000/- provided for payment to the Workmen / Employees on proportionate basis. No claim of any other Workman / Employee will be entertained by the RA.

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However, in case if any amount is attributable / payable as per the terms of the IBC towards above mentioned Operational Creditors more than INR 11,00,000/- provided for, such amount shall be paid by the Resolution Applicant and amount shall be distributed in accordance with the order of priority as per Sec 30(2) read with regulation 38 of CIRP regulation along with the Section 53 of the IBC.

4.4.2

Payment towards Liabilities / Claims of Employee Provident Fund Organisation (EPFO): As per the Information Memorandum and based on latest data provided by the Resolution Professional, claims of INR 86,40,054/- have been filed by the EPFO out of which INR 86,40,054/- have been admitted by the RP.

The Resolution Applicant understand that there is stay order of the Hon'ble High Court of Delhi on the said amount. Resolution Applicant proposes to pay entire principal amount whenever the Hon'ble High Court of Delhi gives direction / order in the said matter in full and final settlement of their claims / liabilities. No other claims / liabilities of EPFO whether mentioned in the IM or not whether claims admitted / not admitted / filed / not filed will not be entertained by the RA in this regard.

4.4.3

Payment to Operational Creditors as per IM: As per the Information Memorandum and based on latest data provided by the Resolution Professional, the claims filed by the Operational Creditors (119 in Number) of the CD are INR 53,40,79,838.24 and out of which, admitted claims are INR 38,68,39,764.78. Although the RP has not informed the RA about the Liquidation Value of the CD as per the provisions of the Code and CIRP Regulations, however as per the estimates of the RA the Liquidation Value of the CD in any case shall not be sufficient to repay the debt of even the Secured Financial Creditors and therefore, the liquidation value applicable to OCS in terms of sub clauses (i) and (ii) to Section 30(2)(b) as mentioned above, would in all likelihood be NIL. However, the Resolution Applicant proposes to pay INR 10,00,000/- to above mentioned Operational Creditors (excluding Statutory / Government Liabilities, EPFO) in full and final settlement of their admitted claims. No claim of any other Operational Creditor will be entertained by the RA.

4.4.4

Operational Creditors relating to all Statutory / Government Liabilities: Although the RP has not informed the RA about the Liquidation Value of the CD as per the provisions of the Code and CIRP Regulations, however as per the estimates of the RA the Liquidation Value of the CD in any case shall not be sufficient to repay the debt of even the Secured Financial Creditors and therefore, the liquidation value applicable to OCS in terms of sub clauses (i) and (ii) to Section 30(2)(b) as mentioned above, would in all likelihood be NIL.

However, the Resolution Applicant proposes to pay INR 25,00,000/- to all Statutory / Government Liabilities (against the admitted claims of INR 13.08 crore + recent claims of about INR 70.00 crore received by Resolution Professional for the GST) in full and final settlement of all their dues / claims. Further, it is clarified that upon payment of said amount and approval of this Resolution Plan by the Hon'ble AA, all the Statutory / Government liabilities (if any) relating to the period upto the Effective Date (whether assessed or not assessed, disputed or undisputed, disclosed or undisclosed, reflected in the Balance Sheet or not) in relation to dues of whatever nature due to any Tax Authorities including Entertainment Tax, Property Tax, Entry Tax, Sales Tax, GST, VAT, Income Tax, MAT, Service Tax, Custom Duty or any other tax or duty or cess as applicable to the CD; any State Govt., Central Govt., Semi Government, Public Sector Undertaking Development


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Authorities, Development Bodies or any other local Municipal Corporation / authorities, whether specifically mentioned in this Resolution Plan or not; with regard to which, the claims have been filed/ not filed/ verified/ not verified/ admitted or not; shall be settled within the said amount of INR 25,00 lakh provided for and all future liabilities stand terminated/ waived/ written off and extinguished in full and no liability/ dues shall be payable by the CD/RA to these creditors / claimants.

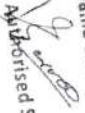
Furthermore, as per Section 32 (A) of IB Code, immunity shall be deemed to have been granted to CD from all proceedings and penalties under all Applicable Laws for any non-compliance for the period prior to the Effective Date and no interest/penal implications shall arise due to such non-compliance / default / breach in relation to any period prior to the Effective Date. This includes, without limitation, waiver / extinguishment of any penalties / interests / charges by whatsoever names called in relation to any period upto the Effective Date.

4.5 Provision Relating to Pending Disputes / Litigations

Attention is drawn to Para 3.3 of the Chapter 3 of this Resolution Plan under which the various disputes / court cases pertaining to the CD are referred. All these disputes arose against the CD prior to admission of CD to CIRP. Therefore, there is no liability of the RA with regard to these cases/ disputes. In these matters, the RA as well as assets and properties of the CD are also protected under Section 32A of the IB Code. If at any stage any amount is over determined to be payable by the CD, against the said claims / disputes, the aforesaid claims (if any) shall be treated as extinguished / written off / and waived and will not be liable to be recovered from the RA / CD. As such the RA / CD will be treated as having full immunity from any liability / demand / claim arising out of any petition / suit / application for recovery of dues from the Judgement Debtors in terms of the Arbitration Award / Decree issued in this regard.

It is further clarified that all the litigations pending before any Court, Tribunal/Judicial / quasi – judicial or any other forum whether mentioned in the Information Memorandum / VDR shall stand withdrawn / waived / settled / extinguished by the Financial Creditors / Operational Creditors / Workmen (Past or Present) / Employees (Past or Present) / any other person, without any further payment with respect to their claims against the CD other than those specifically provided to be paid under this Resolution Plan.

However, if any award or benefit is accruing in favour of the Corporate Debtor in relation to such litigations as mentioned in this section or any other similar litigation or any other claims made by the Corporate debtor including but not limited to the cases pending or finalized under Arbitration where the CD is a party, whether before or after the approval of the Resolution Plan by the Hon'ble NCLT, shall not extinguish, shall remain alive and shall be rightfully pursued by the Corporate Debtor.

For Vama Construction Co.

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4.6 Capital Restructuring

4.6.1 Current Share Capital: As per the IM shared by the RP and as evident from the financial statements as on ICD, the Authorised and Paid up Share Capital of the CD is as follows:

Type	Face Value	No. of shares	Share Capital
Authorised Share Capital			
Equity Shares	10.00	11,40,00,000	1,14,00,00,000
Total		11,40,00,000	1,14,00,00,000
Issued, Subscribed & Paid Up Capital			
Equity Shares	10.00	9,12,95,775	91,29,57,750
Total		9,12,95,775	91,29,57,750

4.6.2 Restructuring of Share Capital: Upon the approval of the Resolution Plan, the paid-up Share Capital of the CD will be restructured as follows:

4.6.2.1. On approval of the Resolution Plan, the entire existing public paid up Share Capital of the IM/CL shall be reduced in the ratio of 100:1 and the Promoters / Promoter's Group shareholding shall be extinguished. No amount shall be paid to any of the existing shareholders. The reduction of the share capital of the Corporate Debtor as explained above shall be effected as an integral part of this Resolution Plan by the NCLT order without any further act, deed or instrument. Approval of the Resolution Plan by the NCLT shall be deemed to be due compliance of all provisions of Applicable Law in this regard. Further, the capital reduction would not involve either a diminution of liability in respect of unpaid share capital. The Corporate Debtor is undergoing CIRP, therefore, the existing value of the pre-CIRP equity shares of the Corporate Debtors is NIL.

4.6.2.2. The Existing Authorised Share Capital of INR 1,14,00,00,000 consisting 11,40,00,000 Equity Shares of face value INR 10.00 each will be reorganized to 11,40,00,000 Equity Shares of INR 10 each. The CD / RA shall be exempt from following the applicable provisions of the Companies Act 2013 for such reorganization of the Share Capital of the CD to the extent permissible under the law.

4.6.2.3. Post reorganization, the authorised share capital of the CD will be as below:

Types	Number of Shares	Face Value	Share Capital
Equity Shares	11,40,00,000	10	1,14,00,00,000

4.6.2.4. Accordingly, any change in the MoA and AoA of the CD shall stand modified as per the above provisions of the Resolution Plan without requirement of any compliance under the provisions of Companies Act 2013, or any other rules or regulations enacted in this regard to the extent permissible under the law.

4.6.2.5. The RA (by themselves or through their shareholders and nominees) will induct an amount of INR 3,671.00 Lakhs (towards payment of CIRP Cost / FC / OC) to implement the Resolution Plan,

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by way of Equity / Quasi Equity / Debt by the RA (themselves or through their shareholders and nominees) in tranches as may be warranted from time to time. Out of the above, the RA / or its nominees or newly formed SPV will induct **INR 1,271.00 Lakhs** upfront on the Effective Date as Equity capital.

4.7 Debt Restructuring / Resolution

The RA shall restructure / resolve the said debt of the FCs with CD at an amount of INR 3,600.00 (Settled Amount / Resolution Amount), to be paid on the basis of the cash flows of the CD. However, in case of shortfall, the RA or its nominees will induct funds so as to ensure confirmed payments to the FCs as per the terms of this Resolution Plan. The remaining debt shall be written off in its entirety in the books of CD.

4.8 Financial Outlay and Sources of Funds

Particulars	INR Lakhs
Financial Outlay	
Upfront payment toward CIRP cost	25.00
Payment towards Employees / Workman	11.00
Payment towards Operational Creditors	10.00
Payment towards Statutory dues	25.00
Resolution of Debt of SFCs	3,600.00
TOTAL	3,671.00
Source of Funds	
Equity Capital	1,271.00
Sale of Non-Core Assets	1,000.00
Preferential allotment of Shares to RA / Nominees	1,000.00
Issuance of Warrants to RA / Nominees	400.00
TOTAL	3,671.00

Notes:

- Funds shall be brought in by the RA from their internal accruals and sources as and when required by the CD to implement the Resolution Plan.

In view of the above, upfront cash recovery for the stakeholders of the CD is as follows:

Particulars	INR Lakhs
Upfront Payment to SFCs	600.00
Provision for CIRP Cost	25.00
Payment towards OCs and others	46.00
Total Upfront Payment	671.00

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4.9 Treatment of Security and Guarantee Provided by the CD / Other Guarantors

By virtue of the NCLT Approval Order, on the Effective Date, all assets of CD, and collaterals offered and owned by the CD that are subject to any encumbrance, security, collateral and/or lien in favour of lenders / creditors of the CD by whatever name called shall stand free and clear of all encumbrances. This would *inter alia* include the security mentioned in the Information Memorandum relating to the CD issued by the IRP / RP as amended from time to time whether recorded in the Balance Sheets of the CD or not.

The Financial Creditor (AARC) who are beneficiaries of Personal Guarantee, Corporate Guarantee and third party collaterals will be entitled to enforce the same at their own cost, risk and consequences and will be entitled to the proceeds recovered from the same. The RA takes no responsibility for enforcement and / or recovery from the PG / CG respectively.

4.10 Full and Final Settlement

For avoidance of any doubt, it is further clarified that the amount proposed in this Resolution Plan to all the creditors including Financial Creditors, Operational Creditors and other Creditors (whether mentioned in IM or not, whether claimed or not, whether claimed and admitted or not, whether contingent or not, whether in knowledge of the Resolution Applicant at the time of submission of this resolution Plan or not) is in full and final settlement of their dues of whatsoever nature, against the CD, and accordingly upon approval of the Plan by the Hon'ble NCLT, any amounts due or payable by the CD over and above the amount provided in the Resolution Plan shall stand extinguished/ written off/ waived and this provision shall be binding on all the stakeholders of the CD and no further payment shall be made by the CD / RA or its affiliate to any of such stakeholder of the CD against their dues / claims of whatsoever nature.

4.11 Binding nature of Order of Hon'ble NCLT approving the Resolution Plan

As per section 31(1), "The resolution plan is binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan". As such, all such persons / entities shall put their best efforts to do or cause to be done, such further acts, deeds, matters and things and execute such further documents as may be reasonably required by the Resolution Applicant to give full effect to the terms of this Plan in accordance with its terms and conditions.

As such, upon approval of this Resolution Plan by the NCLT, this Resolution Plan (and in particular the Financial Proposal as set out in Chapter 4) and all order(s) passed by NCLT shall be binding on the Corporate Debtor and its employees, members, creditors (including Financial Creditors whether secured or unsecured creditors, the Operational Creditors, and / or any other creditors), Customers, Guarantors, Insolvency Professional and other stakeholders, including but not limited to all Statutory authorities (including authorities in respect of Taxation whether Direct tax authorities (Income Tax

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Etc.) or Indirect Tax authorities (Service Tax, VAT, GST etc.), State Govt., Central Govt. / Semi Government / Public Sector Undertaking, Development Authorities, Development Bodies or any other local Municipal Corporation / authorities, whether specifically mentioned in this Resolution Plan or not; whether recorded in the books of CD or not, with regard to which, the claims have been filed / not filed / verified / not verified / admitted or not. Any breach of the terms of this Plan or default in the performance of the obligations hereunder by any of the foregoing Persons / entities shall cause irreparable damage to the Resolution Applicant and its proposal to revive the Corporate Debtor's business. Accordingly, in case of such breach or default, the Resolution Applicant shall have the right to address such remedies as may be available under Applicable law (including filing an application with the NCLT in accordance with the Code).

The RA further confirms that it requires no other approval except approval of the Hon'ble NCLT / AA for implementation of the Resolution Plan by the RA.

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Chapter 5 – Mandatory Contents with respect to Implementation and Supervision

5.1 TERM OF THE PLAN

The term of this Resolution Plan is 33 months ("Term") from the Effective Date. The RA proposes to provide for the supervision of the implementation of the resolution plan in following phases:

5.1.1

Supervision by Monitoring Committee (MC): Monitoring Committee will come into force on the date of approval of Resolution Plan by Hon'ble NCLT/Effective Date. Monitoring Committee shall be constituted by Committee of Creditors in consultation with the Resolution Applicant, which would comprise of one (1), one representative of the RA and one from Secured Financial Creditors of the CD. The MC shall supervise the implementation of the Resolution Plan and shall be required and entitled to do all such acts, deeds, matters and things as may be necessary, desirable or expedient in order to implement and give effect to this Resolution Plan in accordance with its terms, and shall act under the supervision of NCLT. The MC shall be vested with the powers of the Board of Directors as prescribed under the Companies Act, 2013. The MC shall endeavour to take all decisions by unanimous consent. However, if unanimous consent is not achieved then decision shall be taken by majority members. The MC shall be entitled to make an application to the NCLT directing local law enforcement authorities and local district administration authorities to assist in the implementation of the Resolution Plan, if required. The FCS, MC, erstwhile management, employees, shareholders and other creditors or stakeholders shall, to the extent within their reasonable control, provide all the necessary cooperation as shall be required for obtaining the necessary regulatory approvals for implementation of this Resolution Plan. The existing promoter group and the current management team of the CD will undertake to do all such acts, deeds and things required by the MC including executing any and all documents as may be required for the purpose of implementation of the Resolution Plan.

5.1.2

The Cost of the Monitoring Committee would be paid by the RA on actual basis as may be negotiated / settled by mutual consent.

5.1.3

Dissolution of the Monitoring Committee: This Committee shall continue the operation of the CD till the control and management of the CD is handed over to the RA in terms of the Resolution Plan or upon making of upfront payment, whichever is later or as may be decided by the CoC based on the conduct of the RA.

5.2 MANAGEMENT OF CD POST EFFECTIVE DATE

5.2.1

Within 60 days from the NCLT Approval date all the existing Directors of the CD shall be deemed to have demitted office and shall stand removed as Directors of the CD and the Resolution Applicant shall appoint three directors on the Board of Directors of CD ("Reconstituted Board of Directors of CD" or "Reconstituted BOD") which would consist of RA and its nominees and accordingly, the business of CD shall be carried on by the new management. It is further clarified that Monitoring Committee which will be formed on the NCLT Approval Date will supervise the operations of the CD from the NCLT Approval Date till its Dissolution as per clause 5.1.3 above.

5.2.2

The peaceful possession of all the assets, rights, title, interest of the CD will be handed over to RA within 60 days of the Effective Date.

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5.2.3 The Registrar of the Companies will remove the names of all the existing Directors of the CD on presentation of the order of the Hon'ble AA approving this Resolution Plan without any further act or deed on behalf of the existing Directors and permit the authorised Representative of the Reconstituted Board of Directors to file/ upload the documents relating to their appointment as Directors.

5.2.4 On dissolution of Monitoring Committee, as mentioned in earlier paragraphs, the Reconstituted BOD shall assume their powers as per the provisions of the Companies Act, 2013.

5.3 TIMELINE AND IMPLEMENTATION SCHEDULE:

The Resolution Plan shall be implemented in the following manner, as per the timelines specified in the table below, or as per the applicable law:

S. No.	Activity	Time line
1	Date on which the AA (WCLT) approves the Resolution Plan i.e., NCLT Approval Date	T
2	Constitution of Monitoring Committee	T
3	Removal of existing Directors on the Board of CD, and Reorganisation of Share Capital of CD	T + 60 days
4	Appointment of new Directors on the Board of the CD	T + 60 days
5	Payment Towards CIRP Costs	T + 60 days
	Payment towards OCS and others	T + 60 Days
6	Upfront Payment to SFCs	T + 60 days
7	Complete Takeover of the management and control of the CD, including its books, records and assets, rights, properties by RA	T + 60 days
8	Deferred Payment as per schedule given in clause 4.3.1	T + 33 months

Notes:

- At the time of Fund Transfer of the consideration for upfront payment to the SFC, the said SFC (AARC) would provide the RA with all the documents pertaining to the assets of the CD including Title Documents, Security Documents, Loan Documents and Correspondence Documents. The RP / Monitoring Committee will simultaneously handover the possession of all the Assets, Rights, title, interest, properties of the CD to the RA along with all the records of the CD.

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Chapter 6 – Legal Immunities

The following Immunities will be available to the CD / RA under Section 32(A) of the IB Code and other applicable laws:

6.1 That as per provision of Sec 32A of the IBC, the RA and the CD and any of their Directors, Officers and Employees of the RA will not be liable for any liability/ obligations of the CD and shall not be prosecuted and will be granted complete immunity and no legal / coercive action or recovery action shall be taken against the Project Land / property of the CD for/ in relation to any offence committed or diversion of funds prior to the commencement of the CIRP by the erstwhile promoters, ultimate beneficial owners, management or employees of the CD. Further, in case of any adverse / material impact on the CD / the RA due to the said cases, the CD / RA shall be indemnified against such adverse impact by the erstwhile Directors/ Management/ Promoters of the CD in their individual capacity.

6.2 From the Effective Date, all inquiries, investigations and proceedings, being conducted inter alia by CBI, ED, DRI, EDW, Police, SEBI, MCA, SFHQ, PMO or any other investigative agency or Govt Department etc., whether civil or criminal, suits, claims, disputes, proceedings in connection with CD or affairs of CD, pending or threatened, present or future in relation to any event or transaction relating to the period prior to the Effective Date, or arising on account of implementation of this Resolution Plan shall stand closed, withdrawn, cancelled, settled and dismissed and all new inquiries, investigations, notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory or administrative proceedings will be deemed to be barred and will not be initiated or admitted against CD and/ or its new management in relation to or arising out of anything done or not done during the period prior to the Effective Date.

6.3 Resolution Applicant/RP/CoC shall not be impacted and will be immune against any of the negative impact/ observation/ findings of transaction in the Transaction Audit, if any, with reference to the conduct and activities of the Directors/ Erstwhile Promoters/ Management of the CD. Neither the Corporate Debtor nor RP/CoC or any member of the new promoter group shall be made party to any of the legal cases arising out of such Transaction Audit.

For Vama Construction Co.

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Chapter 7 – Reliefs and Concessions

The Resolution Applicant requests the Hon'ble NCLT for the reliefs and concessions set out below for the successful implementation of the Resolution Plan. On approval of this Resolution Plan by NCLT, the NCLT shall be deemed to have approved the waivers, reliefs and concessions as listed below:

- 7.1** Post the settlement of Debt of FCs as provided in this Resolution Plan, the amount of debt outstanding towards FCs (in the books of CD) in excess of the Resolution Amount, to be paid to the FCs / OCs / etc. as per this Resolution Plan, shall be written off and any liability in respect of MAT or any other Tax Liabilities arising pursuant to such write off shall be waived and no demand pertaining to the said write off shall be raised against the CD or the RA by the Income Tax Authorities. Further CD shall also be exempted from any tax liability (including on account of MAT) as may arise on account of various steps as proposed in the Resolution Plan, including but not limited to tax liabilities, if any (under Section 41(1), Section 56, Section 28, Section 115JB of the Income Tax Act, 1961, arising on account of write back assignment/ resolution of book value of debt of FCs/ OCs in excess of the settlement consideration to those creditors), levies, fees, transfer charges, transfer premium, cess and surcharge that arise from or relate to implementation of the Resolution Plan; without any impact on carry forward of/ brought forward tax and book loss / depreciation.
- 7.2** The CD shall be allowed to carry forward and set off the accumulated business losses, unabsorbed depreciation, accumulated capital losses etc as per Section 79 of the Income-tax Act, 1961, and also the business/ capital losses lapsed during the last five assessment years, for a further period of eight assessment years subsequent to the relevant assessment year in which the Resolution Plan is approved by the Hon'ble AA.
- 7.3** The Registrar of Companies having jurisdiction over the CD to take on record and implement the Plan, upon approval of the Plan by NCLT, without any further compliances, re-instate all the approvals and waive all the financial or other penalties / interest / prosecution of all or any type and nature including in respect of restructuring of capital as per this Resolution Plan.
- 7.4** All approvals, consents, licences, business permits etc. given to the CD, including without limitation the approvals provided to the CD to carry its business activities of real estate development or any other business activities which are mentioned in the object clause of the memorandum of CD shall be renewed and continue mutatis mutandis in favour of the Resolution Applicant / CD and dues if any with respect to the same upto the Effective Date shall stand written off/ waived.
- 7.5** It is assumed that all approvals, consents, licences, business permits etc. given to the CD, including without limitation the approvals provided to the CD by the relevant authorities of State Government/ Central Government shall continue to remain valid and in force, post approval of this Resolution Plan and in case for any reason they have been withdrawn / cancelled before the effective date, such withdrawal / cancellation of approvals, consents, licences, business permits etc shall be treated as null and void and they will be treated as valid and shall continue to be in-force. Further if any such or further approval / sanctions / Certificate etc are required for commencing the production / manufacturing / business, the same shall be treated as having been granted by the relevant competent authority / relevant departments of State Government / Central Government and all levies / charges / penalty, if any will stand waived off on approval of the Resolution Plan.

For Vama Construction Co.

Kishor (Armal Jha)
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- 7.6** Each of the Landlords / lessors / owners of the assets where the CD conducts its business shall provide unrestricted access to the RA / CD and shall handover all the assets of the CD located at such premises. All such agreements will continue to be enforceable by the CD against the third parties.
- 7.7** All domain names, servers, application software's etc. being currently used by the CD to the extent not owned by it, shall continue to be available for its use for a period of 6 months from the Effective Date.
- 7.8** The Stamp Duty / Registration Fee etc due (if any) in respect of ownership of the land (if any) in name of CD will stand waived /settled & extinguished.
- 7.9** All litigations filed and pending before any Court, Tribunal or any other Judicial, Quasi-Judicial forum as on Effective Date, in which the CD is a Respondent, shall abate and stand extinguished qua the CD, upon approval of this Resolution Plan by the Hon'ble AA, and the RA / CD shall not be liable in any way with regard to the outcome of the said litigations.

UNDERTAKING BY RESOLUTION APPLICANT IN RESPECT OF THE RELIEFS AND CONCESSIONS REQUESTED

The Resolution Applicant further undertakes and confirms that, on and from the approval of this Resolution Plan by the COC, and subject only to (i) obtaining required approvals from the Hon'ble NCLT in accordance with Applicable Law, and (ii) applicable directions of the Hon'ble NCLAT and/or Hon'ble High Court and/or Hon'ble Supreme Court, if any, all obligations and commitments, financial or otherwise, undertaken by it under this Resolution Plan towards the Secured Financial Creditor, and any other stakeholders, shall be binding on it, and shall subsist and be in full force and effect irrespective of whether or not any reliefs, waivers or concessions as mentioned in chapter 7 of this resolution plan sought by the Resolution Applicant are granted by the Hon'ble NCLT, the Hon'ble NCLAT, the Hon'ble High Court, the Hon'ble Supreme Court or any other judicial, quasi-judicial, regulatory or administrative entity, department or authority.

For and on behalf of VAMA Construction Co. (Resolution Applicant)
For Vama Construction Co.

Kishor (Armal Jha)
Authorised Signatory
Authorised Signatory

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.208 - IA/817(AHM)2024
ITME No.209 - IA/418(AHM)2025 in IA/817(AHM)2024
in
CP(IB) 669 of 2019

Proceedings under Section 9 IBC

IN THE MATTER OF:

Harish Vedkumar Anand Proprietor of Anand EnterprisesApplicant

V/s

Radha MadhavCorporation LtdRespondent

Order delivered on: 10/11/2025

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

P R E S E N T:

For the Applicant :Mr. Dhaval Vyas, Sr. Adv. a. w. Mr. Dhruvin N Dossani,
Adv.

For the Respondent :Mr. Anirban Bhattacharya, Adv. for R-1/NSE
:Mr. Kunal Vaishnav, Adv. for BSE

ORDER
(Hybrid Mode)

IA/817(AHM)2024 , IA/418(AHM)2025 in IA/817(AHM)2024

After hearing brief submissions from the learned senior counsel for the Applicant/SRA as well as learned counsel for the NSE, Mr. Anirban Bhattacharya.

Learned counsel, Mr. Kunal Vaishnav appears for BSE.

Learned counsel for the NSE made statement that the NSE will not be charging any fines or penalties to the SRA for the period prior to the initiation of CIRP and for the CIRP period. He will be submitting an affidavit in this regard. Learned counsel for the BSE also stated that he is seeking instruction on similar lines from the BSE also. Let both parties file their affidavit within a period of one week with an advance copy to the opposite side. Thereafter, response, if any, be filed.

Both matters be listed on 02.12.2025.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)

Sd/-

SHAMMI KHAN
MEMBER (JUDICIAL)