

IN THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH (COURT-II)

KOLKATA

I.A (IB)(Plan) No. 23/KB/2025

In

C.P (IB) No. 378/KB/2018

IN THE MATTER OF:

M/s. Devi Trading Private Limited,
having its registered office at 8,
Camac Street, 'Shanti Niketan', 8th
Floor, Suite No. 807, Kolkata -
700017, West Bengal;

.....Financial Creditor

VERSUS

M/s. Avani Projects and
Infrastructure Limited, a company
having its registered office at 59A,
Chowringhee Road, Kolkata - 700020,
West Bengal;

.....Corporate Debtor

AND

I.A (IB)(Plan) No.23/KB/2025

Application under section 30(6) and section 31 of the Insolvency & Bankruptcy Code, 2016 read with regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for approval of Resolution Plan.

Case Citation: (2026) ibclaw.in 2374 NCLT
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IN THE MATTER OF:

MR. Ajay Kumar Agarwal, Resolution Professional of M/s. Avani Projects and Infrastructure Limited.

..... Applicant / Resolution Professional

CORAM:

Shri. Labh Singh	:	Hon'ble Member (Judicial)
Ms. Rekha Kantilal Shah	:	Hon'ble Member (Technical)

APPEARANCES:

For RP

- i. Mr. Ajay Kr. Agarwal, RP.
- ii. Mr. Rishav Banerjee, Adv.
- iii. Mr. Supriyo Gole, Adv.

For SRA

- i. Mr. Joy Saha, Sr. Adv.
- ii. Mr. Ritoban Sarkar, Adv.
- iii. Mr. Ankur Singhi, Adv.
- iv. Ms. Riti Basu, Adv.
- v. Ms. Piyali Pan, Adv.
- vi. Mr. Ayant Shaw, Adv.

Date of Pronouncement: 22/06/2026

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O R D E R

Per: Rekha Kantilal Shah, Member (Technical)

1. This Application has been preferred by **MR. Ajay Kumar Agarwal**, Resolution Professional of M/s. Avani Projects and Infrastructure Limited under section 30(6) and 31 of the IBC, 2016 (for brevity “IBC”) and read with Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulation, 2016 (for brevity “CIRP Regulation”) for submission and final approval of the Resolution Plan submitted by the Resolution Applicant i.e., Prominent Suppliers Private Limited.
2. The Committee of Creditors (“CoC”) at its 21st meeting convened on 26.06.2025 and voting held on 04.07.2025, with 71.94% majority, approved the Resolution Plan dated 18.04.2025, annexed at pages 79-284 to the application, submitted by Prominent Suppliers Private Limited, hereinafter referred to as “Successful Resolution Applicant” (“SRA”). Thereafter, the RP/Applicant issued Letter of Intent (“LoI”) dated 07.07.2025 requiring the SRA to submit the Performance Security which was unconditionally accepted by Prominent Suppliers Private Limited.

The Particulars of the Corporate Debtor

3. The Corporate Debtor- M/s Avani Projects & Infrastructure Ltd., is a real estate developer (U45201WB2005PLC102702) registered with the Registrar of Companies, Kolkata, incorporated on 11.04.2005, having registered office at 59A, Chowringhee Road, Kolkata 700020, carrying business of real estate developer.

Initiation of Corporate Insolvency Resolution Process

4. Company Petition in CP (IB) No. 378 (KB) 2018 was filed by Devi Trading & Holding Pvt. Ltd, Financial Creditor against M/s Avani Projects & Infrastructure Ltd., Corporate Debtor to initiate Corporate Insolvency Resolution Process (“CIRP”) under section 7 of IBC, 2016 which was admitted vide order dated 13.03.2019.
5. On 25.09.2020, an application seeking initiation of the liquidation process was filed; however, the same was subsequently withdrawn on 09.12.2024.
6. Vide Daily Order dated 09.12.2024, this Bench allowed I.A. (I.B.C)/1327(KB)2024, permitting the Applicant, namely, Prominent Suppliers Private Limited, to submit a Resolution Plan.

Publication

7. The IRP, in terms of Regulation 6 of the CIRP Regulations, made public announcement in Form A on 16.03.2019, for the invitation of claims from the creditors of the corporate debtor, and submit the claim with proof on or before 27.03.2019 to the IRP.

Constitution of Committee of Creditors

8. The CoC was constituted on 02.09.2019 (by IRP) in accordance with Section 18(1)(c) of the IBC read with Regulations 13(2)(d) and 17(1) of the CIRP Regulations. The list of the financial creditors of the corporate debtor along with the distribution of voting share, is as under:

Sr. No.	Name of Creditor	Voting Share (%)
1	State Bank of India	17.58%
2	Anumati Consultancy & Services Private Limited	2.62%
3	Bhagwan Finance Corporation Private Limited	0.13%
4	Devi Trading & Holding Private Limited	0.22%

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5	Divya Electronics Private Limited	0.23%
6	Extreme Supplier Private Limited	0.25%
7	Gopalika Savings & Investments Private Limited	3.10%
8	InfoSoft Global Private Limited.	1.69%
9	Kanodia Vyapar Company Private Limited	0.21%
10	Kothari Development Services Private Limited	0.35%
11	Liberson Sales Agency Ltd.	0.20%
12	Lansdown Properties Limited	0.43%
13	Moonlight Tradelinks Private Limited	0.21%
14	Priya Vyapar Private Limited	0.46%
15	Rakesh Flour Mills Private Limited	0.60%
16	Target Mercantiles LLP	3.07%
17	Class of Creditors i.e. Home Buyers	68.65%

Collation of Claims

9. As per the latest claim as on 19.01.2026 (Version 11) available in the IBBI official website, the total amount claimed and admitted are summarized as under:

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SI.No	Category of Creditor	No. of Claim	Claim Received (Rs)	Claim Admitted (Rs)	% Share in Total Amount of Claims Admitted
1.	Secured financial creditors belonging to any class of creditors	0	0	0	0
2.	Unsecured financial creditors belonging to any class of creditors	173	3,01,61,74,899	3,01,36,08,498	63.09
3.	Secured financial creditors (other than financial creditors belonging to any class of creditors)	1	70,25,99,853	70,25,99,853	14.71

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4.	Unsecured financial creditors (other than financial creditors belonging to any class of creditors)	15	55,05,63,789	55,05,63,789	11.53
5.	Operational creditors (Workmen)	0	0	0	0
6.	Operational creditors (Employees)	0	0	0	0
7.	Operational creditors (Government Dues)	0	0	0	0
8.	Operational creditors (other than Workmen and Employees and Government Dues)	8	11,46,62,720	11,46,62,720	2.40

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9.	Other creditors, if any, (other than financial creditors and operational creditors)	1	39,50,21,053	39,50,21,053	8.27
Total		198	477,90,22,314	477,64,55,913	100

Appointment of Registered Valuers

10. It is submitted that the RP in discharge of his duty in terms of Regulation 27 read with Regulation 35 of the CIRP Regulations appointed two registered valuers. The first set of valuers was appointed in the 3rd CoC meeting held on 17th January 2020; however, they subsequently expressed their unwillingness to continue with the assignment. Consequently, new valuers were appointed in the 19th CoC meeting held on 19th May 2025.

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SI No	Name	Registration No.	Category	Fees	Date of Appointment
1.	Adroit Appraisers and Research Private Limited (RVE)	IBBI/RV-E/01/2020/121	Land and Building, Plant and Machinery, and Security or Financial Assets	1,80,000/- (Rupees One Lakh Eighty Thousand only), excluding applicable taxes.	10 th May, 2025
2.	Ms.Aparna Das	IEBI/RV/02/2020/12928	Land and Building	Rs.75,000/- excluding applicable taxes and Conveyance Rs 3000/-	12 th May, 2025
3.	Mr. Asim Maity	IBBI/RV/04/2019/10999	Plant and Machinery	Rs.50,000/- excluding applicable	13 th May, 2025

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				taxes and OPE	
4.	Mr. Pranab Kumar Chakrabart y	IBBIRV-05/2019 /10780	Financial and Security Assets	Rs.75,000/ - including out of pocket expenses but excluding applicable taxes.	14th May, 2025

In the minutes of 20th CoC meeting it has been noted as reproduced below

“Item No. A6 To take note appointment of Registered Valuer in Place of the Existing Valuers:

Due to the unwillingness and/or other reasons of the Adroit Appraisers and Research Private Limited (RVE) valuers to continue, the Resolution Professional appointed new valuers, subject to ratification of the Cost by the CoC:

RESOLVED THAT appointment of IBBI registered valuer Entity M/s. Valsight Advisors Private Limited (RVE Reg No. IBBI/RV-E/01/2024/216) for valuation of each class of assets of Corporate Debtor at a

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consolidated fees of Rs. 3,00,000/- (including site visits and out-of-pocket expenses exclusive of applicable taxes) be and is hereby approved and ratified by the CoC."

Considering the facts that there are several projects of the Corporate Debtor, the valuer has taken up project wise valuation and Ms. Aparna Das (Reg No.: IBBI/RV/02/2020/12928) and M/s Valsight Advisors Private Limited (Reg No.: IBBI/RV-E/01/2024/216) have submitted valuation report for "Avani Grand" dated 21st June 2025. The relevant part from the valuation report¹ are extracted below:

- Ms. Aparna Das (Land and Building) - Avani Grand Project:

It was informed by the Resolution Professional, several litigations pending with National Law Tribunal, Kolkata, and Hon'ble High Court Kolkata, affecting rights of the parties under the Lease agreement & joint development agreement.

KMC's termination of Lease Deed & Termination of Joint Development, renders Avani's right uncertain and sub judice.

As Avani's rights are now questionable & sub-judice, fair market value or liquidation value of the interest

¹ copies of the valuation reports of two valuers are annexed as Annexure "FF" in the Resolution Plan I.A.

of the developer i.e. Avani Projects and Infrastructure Limited, cannot be determined accurately as on date of valuation.

At present stage Avani's claims and profit / share is uncertain, hence the property cannot be valued accurately as on date of valuation.

- M/s Valsight Advisors Private Limited (Land and Building)
 - Avani Grand Project

“The Fair Value and Liquidation Value of Avani's right cannot be definitively determined as of the insolvency commencement date. This is primarily because Avani's right under the Joint Development Agreement are directly contingent upon the validity and existence of the 99 years Lease granted by the KMC to Adone. The KMC's termination of the Lease, alongwith the termination of the JDA and litigations pending with National Company Law Tribunal, Kolkata Bench and Hon'ble High Court at Calcutta touching upon the rights of the parties inter alios the right under the Lease agreement and the JDA, renders Avani's rights questionable and sub-judice. Until the crystallization of the definitive rights of the parties with respect to the Lease and the JDA, the

foundational basis for Avani's claims and potential profit share remains uncertain and cannot be accurately valued.”

11. Further, it is submitted that in terms of Regulation 35A read with Regulation 39(2) of the CIRP Regulation, the Resolution Plan does not provide for liquidation or a complete resolution of the Corporate Debtor and the Plan does not set out any treatment or mechanism in respect of transactions contemplated under Sections 43, 45, 49, 50, 66, 68, 70, 71, 72, 73, and 74 of the Code.

CIR Process and its Compliances:

12. He submits that in compliance of Regulation 36(1) of the CIRP Regulations, the RP prepared a draft Information Memorandum ("IM") by the Applicant, however, the same could not be finalized due to non-availability of necessary information.
13. Learned Counsel appearing on behalf of the RP submits that the RP issued a public announcement on 16.03.2019, by way of "Form A" for submission of Claims.
14. In compliance of the Regulation 36A (1) of the CIRP Regulations, the RP issued a public announcement on 24.02.2020, by way of "Form G" in the public newspaper for inviting the Expression

of Interest (“EoI”) from the Prospective Resolution Applicants (“PRAs”). However, till the last date of the submission of EOI, i.e., 27.08.2021, no EOI were received by the Applicant.

15. Prominent Suppliers Private Limited, being a homebuyer in the project “Avani Grand”, pursuant to the order dated 09.12.2024 of this Hon’ble Adjudicating Authority, submitted a Resolution Plan for the resolution of the said project on 18 April 2025 before the Applicant. Pending issuance of the compliance certificate as required under Rule 39(2) of the CIRP Regulations, the Resolution Plan was opened in the 19th meeting of the Committee of Creditors held on 19 May 2025 and was thereafter circulated among the members of the CoC upon receipt of non-disclosure undertakings from them. Subsequently, the Applicant furnished the compliance certificate dated 23rd June 2025 in terms of Rule 39(2) of the CIRP Regulations.

Evaluation and Voting:

16. It is asserted that Resolution Applicant M/s. Prominent Suppliers Private Limited submitted the resolution plan to the RP, in response to the EoI and the same was put up for approval before the CoC at its 21st meeting convened on 26.06.2025, and voting held on 04.07.2025, with 71.94% majority, approved the

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Resolution Plan dated 18.04.2025, annexed at pages 79-284 to the application, submitted by Prominent Suppliers Private Limited. The extract of such voting is given herein below:-

“A. Resolution: 1

Approval of the Resolution Plan submitted by M/s Prominent Suppliers Pvt Limited for Avani Grand Project of the Avani Projects and Infrastructure Limited (Corporate Debtor) under the provisions of the Insolvency and Bankruptcy Code, 2016

“RESOLVED THAT pursuant to the provisions of Section 30(4) of the Insolvency and Bankruptcy Code, 2016 read with Regulation 39(3) of the Insolvency Resolution Process for Corporate Persons Regulations, 2016, the Committee of Creditors (‘CoC’) of Avani Projects and Infrastructure Limited, having considered the Resolution Plan submitted by M/s Prominent Suppliers Pvt Limited for Avani Grand Project, of the Corporate Debtor as per permission of the Hon’ble NCLT dated 9th December, 2024, as evaluated, hereby approves the said Resolution Plan by a vote of not less than sixty-six percent of the voting share of the members of the CoC.”

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RESOLVED FURTHER THAT the Resolution Professional is authorised to communicate the approval of the CoC to the M/s Prominent Suppliers Pvt Limited.

RESOLVED FURTHER THAT the Resolution Professional is hereby authorized to:

- Communicate the approval of the Resolution Plan to the Adjudicating Authority (Hon'ble National Company Law Tribunal, Kolkata Bench);*
- File the approved Resolution Plan with the Hon'ble NCLT for approval under Section 31 of the IBC, 2016;*
- Take all necessary steps and actions incidental to and connected with the implementation of the Resolution Plan.*

RESOLVED FURTHER THAT all actions taken by the Resolution Professional in relation to the Resolution Plan and the CIRP, as of the date of this meeting, be and are hereby ratified and approved.

Sr. No.	Financial Creditors	Voting Share	For	Against	Abstained
1.	State Bank of India	17.58%	-	-	√

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2.	Arumati Consultancy & Services Pvt. Ltd.	2.62%	√	-	-
3.	Home Buyer's (Class of Creditors)	68.65%	√	-	-
4.	Gopalika Savings & Investment Pvt. Ltd.	3.10%	-	-	√
5.	Target Mercantiles LLP	3.07%	-	-	√
6.	Divya Electronics Pvt. Ltd.	0.23%	-	-	√
7.	Rakesh Flour Mills Pvt. Ltd.	0.60%	-	-	√
8.	Devi Trading and Holding Pvt. Ltd.	0.22%	-	-	√
9.	Bhagwan Finance Corporation Pvt.Ltd.	0.13%	-	-	√
10.	Moonlight Tradelinks Pvt. Ltd.	0.21%	√	-	-
11.	Extreme Supplier Pvt. Ltd.	0.25%	√	-	-

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12.	Kothari Development Services Pvt. Ltd.	0.35%	-	-	√
13.	Kanodia Vyapas Company Pvt. Ltd.	0.21%	√	-	-
14.	Liberson Sales agency Ltd	0.20%	-	-	√
15.	Priya Vyapar Pvt. Ltd.	0.46%	-	-	√
16.	IrtoSoft Global Pvt. Ltd.	1.69%	-	-	√
17.	Lansdown Properties Limited	0.43%	-	-	√
	Total	100.00%	71.94%	-	28.06%

Conclusion of Resolution 1:

According to section 30(4) of the Insolvency & Bankruptcy Code, 2016, read with regulation CIRP regulation save as otherwise provided in this code, all the decisions of the Committee of Creditors shall be taken by a vote of not less than Sixty-Six per cent.

The resolution is voted in favour by 71.94% of the voting share of financial creditors. Hence, it is concluded as approved, the members of the committee of creditors approved the above resolution.”

Compliances of the Resolution Plan submitted by the SRA with various provisions under the I&B Code and CIRP Regulations:

17. Learned Counsel appearing for the RP would submits that in terms of Regulation 39(4) of the Insolvency and Bankruptcy Code (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the RP has filed a Compliance Certificate in prescribed form i.e., Form-“H”, annexed at Page 860-886 to the application and updated Form-“H’ on 23.02.2026 by way of Supplementary affidavit at page 21-47 of the said affidavit.
18. It is submitted that the Successful Resolution Applicant has met the criteria approved by the CoC having regard to the complexity and scale of operations of the business of the Corporate Debtor in terms of Section 25(2)(h) of the I & B Code.
19. Further, it is submitted that the Successful Resolution Applicant is eligible to submit a resolution plan in terms of Section 29A of the IBC and accordingly, affidavit dated 17th

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April, 2025 has been filed by Ankit Kumar Joshi pursuant to authorisation of board of the Resolution Applicant on behalf of Prominent Suppliers Private Limited.

20. Learned Counsel for the RP submitted the details of various compliances as envisaged within the IBC and the CIRP Regulations to which a Resolution Plan has been adhered to. Further, it is submitted that the Resolution Applicant has submitted its eligibility in terms of Section 30(1) of the I & B Code, 2016.
21. Learned Counsel appearing for the RP would contend that in terms of Regulation 39(4) of the Insolvency and Bankruptcy Code (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the RP has filed a Compliance Certificate in prescribed form i.e., Form-“H”, annexed at Page 860-886 to the application and updated Form-“H’ on 23.02.2026 by way of Supplementary affidavit at page 21-47 of the said affidavit
22. It is further submitted that in terms of Section 30(2) of the IBC, 2016, (as amended vide Amendment dated August 16, 2019) the Resolution Plan, submitted by SRA provides the details of various compliances as under:

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Section of the Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance (Y/N)	Relevant clause of resolution plan
Section 25(2)(h)	The Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the CD	YES	Since the Resolution Plan is submitted by a homebuyer for development of a project of the CD pursuant to the order of the Hon'ble Adjudication Authority dated 09/12/2024, CoC did not decide any evaluation matrix as the same was not applicable.
Section 29A	The Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority	YES	The Resolution Plan is submitted pursuant to the order of the Hon'ble Adjudication Authority dated 09/12/2024.

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Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	YES	Affidavit dated 17th April 2025
Section 30(2)	The Resolution Plan-		
	(a) provides for the payment of insolvency resolution process costs	(a) YES	(a) Cl. 3.1.3 & Cl. 3.2.1 of the Resolution Plan
	(b) provides for the payment to the operational creditors	(b) YES	(b) Clause 3.2.3 of the Resolution Plan.
	(c) provides for payment to the financial creditors who did not vote in favour of the resolution plan	(c) YES	(c) Clause 2.2 and Cl. 4.
	(d) provides for the management of the affairs of the corporate debtor	(d) YES	(d) Cl 2.2, Cl. 2.6 and Section 4
	(e) provides for the implementation and supervision of the resolution plan	(e) YES	(e) Cl. 3.5.4(i)
	(f) does not contravene any of the provisions of the law for the time being in	(f) NO	(f) the Resolution Plan conforms to

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	force		all requirements of the Code and applicable law.
Section 30(4)	The Resolution Plan (a) is feasible and viable, according to the CoC (b) has been approved by the CoC with 66% voting share	(a) YES (b) YES	The CoC in the 21 st meeting has discussed the feasibility and viability of the Resolution Plan.
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	YES	Clause 3.2.3 of the Plan
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	YES	Clause 3.1.3 and 3.2 of the Plan
Regulation 38(1B)	Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code.	YES	Cl. 3.5.4.(ii) of the Plan

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	If applicable, the Resolution Applicant has submitted a statement giving details of any such non-implementation.	NA	NA
Regulation 38(2)	<p>The Resolution Plan provides:</p> <p>(a) the term of the plan and its implementation schedule</p> <p>(b) for the management and control of the business of the corporate debtor during its term</p> <p>(c) adequate means for supervising its implementation</p>	<p>(a) YES</p> <p>(b) YES</p> <p>(c) YES</p>	<p>(a) Clause 3.5.2 of the Plan</p> <p>(b) Clause 4.3 of the Plan</p> <p>(c) Clause 4</p>
Regulation 38(3)	<p>The resolution plan demonstrates that-</p> <p>(a) it addresses the cause of default</p> <p>(b) it is feasible and viable</p> <p>(c) it has provisions for its effective implementation</p> <p>(d) it has provisions for approvals required and</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) Yes</p> <p>(d) Yes</p>	<p>(a) Cl. 2.7</p> <p>(b) Cl. 2</p> <p>(c) Clause 4</p> <p>(d) Cl. 4.1.4(i)</p>

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	the timeline for the same (e)the resolution applicant has the capability to implement the resolution plan	(e) Yes	(e) Cl. 2.3
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	Yes	IA(IBC)/591(KB)/2025
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B)		This resolution plan is in respect of a project "Avani Grand" of the CD and submitted pursuant to the permission of the Hon'ble Adjudicating Authority granted vide its order dated 09/12/2024. Hence, there is no requirement of performance security.

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About the SRA:

23. Prominent Suppliers Private Limited (U51909WB2009PTC136788) is a Non-Government Company Limited by Shares incorporated on 14.07.2009, having registered office at 6, Kali Krishna Tagore Street, Barabazar, Kolkata-700007, West Bengal, India., is involved in Wholesale Trade.

Financial Proposal given by the SRA

24. The Resolution Plan submitted by the SRA contemplates a Total Resolution Plan Amount to the tune of Rs. 203.61 crores/- .

25. The Financial proposal for all the stakeholders according to the Resolution plan is provided in the updated Form-“H” at pages 33-35 of the supplementary affidavit filed on 23/02/2026.

The details of realisable amount is as under:

Stakeholder Type	Amount(s) (In Crore.)				Payment Schedule
	Amount Claimed	Amount Admitted	Realisable amount under the plan.	Amount Realisable in Plan to Amount Claimed.	
Secured Financial Creditors - Creditors not	70.26	70.26	33.40*	47.54%	From the Surplus Amount

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having a right to vote under subsection (2) of section 21 -Dissenting -Assenting -Abstained					after Completion of the Project
Unsecured Financial Creditors (other than Class of Creditors) - Creditors not 34 having a right to vote under subsection (2) of section 21 -Dissenting -Assenting -Abstained	13.14 41.91	13.14 41.91	5.18** 16.53**	39.44% 39.44%	From the Surplus Amount after Completion of the project.
Unsecured Financial Creditors (Class of Creditors for the Project "Avani Grand") - Creditors not having a right to vote under					Units/Apartments will

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subsection (2) of section 21 -Dissenting -Assenting	194.61	194.54	194.54#	100%#	be allotted upon completion of the Project
Unsecured Financial Creditors (Class of Creditors other than for the Project "Avani Grand") - Creditors not having a right to vote under subsection (2) of section 21 -Dissenting -Assenting	80.10	79.82	-##	-	Class of Creditors of other Projects are not considered
Operational Creditors-: i. Government ii. Workmen -PF dues -Other dues iii. Employees -PF dues -Other dues					

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iv. Other Operational creditors	11.47	11.47	0.56	4.86%	From the Surplus Amount after Completion of the Project
Other Debts and Dues	39.50	39.50	-	-	
Shareholders					
Total	450.99	450.64	250.21		

Note:

**SBI is the Secured Creditor to the CD in respect to the other projects. However, payments are envisaged under the Resolution Plan out of the surplus. Apart from the proposed payment, SBI may recover from resolution of the other assets of the CD.*

*** Other Financial Creditors and Operational Creditors - Payments are envisaged under the Resolution Plan to these creditors out of the surplus. Apart from the proposed payment, they may recover from resolution of the other assets of the CD.*

#- As the homebuyers would be getting units/ apartments as per their respective entitlement in the Project "Avani Grand".

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##- Any portion of the Admitted Liabilities not discharged under this Resolution Plan shall continue to subsist and remain payable in accordance with applicable Law.

26. The details of realisable amount under the resolution plan have been provided in updated Form-“H” at pages 32-33 of the supplementary affidavit filed on 23/02/2026 furnished by the RP as under:

Sl. No.	Particulars	Description
1.	Total Realisable amount under the plan <i>(In case of real estate CDs, provide the monetary value of flats etc. given to allottees)</i>	It is a real estate CD and the Resolution Plan is in respect of 1 project of the CD i.e "Avani Grand". The total value of the resolution plan works out to Rs. 330.71 Crore (as per Cl. 6.5@ pg. 80 of the Resolution Plan).
2.	Fair Value	For the reasons recorded in the valuation report, the valuers could not determine the fair market value or liquidation value accurately as on date of valuation
3.	Liquidation Value	For the reasons recorded in the

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		valuation report, the valuers could not determine the fair market value or liquidation value accurately as on date of valuation.
4.	Percentage(%)of realizable amount to Fair Value	NA
5.	Percentage(%) of realizable amount to Liquidation Value	NA
6.	Percentage(%) of realizable amount to Principal amount	100% of the Principal amount of claims of homebuyers of the Project "Avani Grand", who are a Class of Creditors, are settled by providing units/ apartments in the Project under the Resolution Plan. Apart from the Creditors in Class, payments are also envisaged to certain creditors under the Resolution Plan even though those creditors cannot be directly attributed as creditors of the Project "Avani Grand". (Refer to pg. 27-41, Cl. 3.2)
7.	Percentage(%) of realizable amount to Total admitted claims	Not Applicable. As the homebuyers would be getting units/ apartments as per their respective entitlement in the Project "Avani Grand". Claims of other Creditors shall also be paid amount out of the surplus (Refer

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		to pg. 27-41, Cl. 3.2)
8.	Percentage(%) of realizable amount to Other than admitted Corporate Guarantee claims	NA (no corporate guarantee given by the CD).

Implementation of the Resolution Plan:

27. The Resolution Applicant proposes to implement the resolution plan in the following manners (implementation Schedule of the Resolution Plan, as disclosed in Form H and reproduced in the Supplementary Affidavit affirmed and e-filed on 23rd February, 2026 (at page 26 thereof):

SI. No.	Particulars	Description
1.	Amount of Performance Guarantee furnished by SRA (in Rs.) and its validity (attach document).	Since the resolution plan is filed by a homebuyer pursuant to the order of the Hon'ble Adjudicating Authority, no performance guarantee is required to be furnished by the SRA.
2.	Source of funds (in brief)	Collection from Existing and New Homebuyers and interim Loan.

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3.	Capital restructuring and management of CD post approval of resolution plan (in brief including shareholding proposed to be transferred in favour of SRA).	No capital restructuring or change in management of the CD is proposed under the Resolution Plan. The Resolution Plan is for the resolution of one specific real estate Project of the CD i.e. "AVANI GRAND" and provides for development, management for completion of the Project.
4.	Term and implementation of plan (in brief)	The Resolution Plan has been prepared considering the following terms: i. The development rights under the JDA are valid and shall continue to be valid in favour of the Corporate Debtor, or its successor entity (without prejudicing the right of the Resolution Applicant to undertake development in accordance with the

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		<p>provision contained in this Resolution Plan) without affecting its obligation to share 40% (forty per cent) of the profit, as calculated in terms of the JDA. with Adone. Accordingly, upon approval of the Resolution Plan. no further effect shall be given to the notice dated August 7, 2018. purporting to terminate the JDA.</p> <p>ii. By virtue of the Development PoA as well as the terms contained in this Resolution Plan. the Resolution Applicant shall be entitled to exercise all rights, powers, and authorities previously vested in the Corporate</p>
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		<p>Debtor under the JDA for the purpose of developing and constructing the Project.</p> <p>iii. The original lease granted in respect of the Project land shall continue to remain valid and binding, and the Corporate Debtor shall continue to enjoy all rights as the lessee thereunder. This shall ensure protection of the rights and interests of the Homebuyers who, relying upon the prior authorization for subleasing the service apartments (provided such sub-leases do not exceed the tenure of the original lease), have entered into sublease agreements and</p>
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		<p>made substantial investments. Consequently, the notice dated October 10, 2015, issued by the Kolkata Municipal Corporation purporting to terminate the lease shall not have any effect upon the approval of the Resolution Plan.</p> <p>Implementation</p> <p>On and from the NCLT Approval Date, the Resolution Plan shall be implemented in the following manner-:</p> <p>1. Initial Setup</p> <ul style="list-style-type: none">• Constitute Oversight Committee (Homebuyers, Resolution Applicant, CoC nominee, Resolution Professional)• Define operational protocols
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		<ul style="list-style-type: none">• Set up communication channels• Determine meeting schedule and reporting mechanisms. <p>2. Pre-Transfer Activities</p> <ul style="list-style-type: none">• Open dedicated Bank Account for the Project• Establish viewing rights for Oversight Committee• Set up statutory accounts as required• Verify all pre-transfer requirements• Determine and notify Transfer Date (90 days from NCLT Approval Date)• Issue irrevocable Development PoA to Resolution Applicant• Revoke existing powers of attorney
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5.	Details of monitoring committee (in brief)	<p>I. Constitution of the Oversight Committee</p> <p>Within 30 (thirty) days of the NCLT Approval Date, an oversight committee ("Oversight Committee") shall be constituted comprising:</p> <ul style="list-style-type: none">(a) Resolution Applicant;(b) 1 (one) representative from Homebuyers;(c) 1 (one) representative from the CoC; and(d) Resolution Professional <p>In the event the Resolution Professional does not want to be a part of the Oversight Committee or becomes ineligible to be a part of the Oversight Committee, the Resolution Applicant shall have the right to appoint any person</p>
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		<p>qualified to be an interim resolution professional/qualified chartered accountant to be appointed in his place. If no representative is nominated by the CoC or if such nomination becomes subsequently vacant and is not filled up, the vacancy need not be filled up and the Oversight Committee shall continue to function with the remaining members. Apart from the Resolution Professional or his substitute, no other member of the Oversight Committee shall be entitled to receive any fees or reimbursement of costs for being part of the Oversight</p>
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		<p>Committee and attending its meetings.</p> <p>(ii) Oversight Committee</p> <p>The Oversight Committee shall be responsible for:</p> <p>(a) Informing all Homebuyers about the proposal in the Plan and payment milestones applicable to them; (b) Issue of revised/ amended allotment letters;</p> <p>(c) Execution of the amended builder buyer agreements/agreement for sub lease of Service Apartment;</p> <p>(d) Protecting the interests of the Project;</p> <p>(e)Overseeing the implementation of the Resolution Plan solely with respect to the Project;</p>
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		<p>(f) Overseeing the PMC;</p> <p>(g) Carry on its duties under Applicable Laws; and</p> <p>(h) Such other matters as the Resolution Applicant may recommend the Oversight Committee to undertake.</p> <p>Once the Oversight Committee is constituted, the CoC and the Resolution Professional shall cease to have the oversight over the Project. The Oversight Committee's authority shall be limited exclusively to matters concerning the Project and shall not extend to any other assets, liabilities or operations of the Corporate Debtor.</p> <p>(iii)Term of the Oversight Committee</p>
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		<p>The Oversight Committee shall continue to exist until the distribution of Surplus to the Creditors in accordance with this Plan.</p> <p>(iv) Cost of Oversight Committee</p> <p>All costs incurred by the Oversight Committee until the Project Completion Date shall be met solely from the Project's internal cash flows. Any shortfall shall be covered from future Project cash flows and interim shortfall, if any, will be met through external borrowing arranged by Resolution Applicant. For avoidance of doubt, all costs incurred by the Oversight Committee from the NCLT Approval Date till</p>
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		the Transfer Date would be met out of cash flow of the Project and shortfall, if any, shall be treated as CIRP Cost.
6.	Effective date of resolution plan implementation	Within 30 (thirty) days of the NCLT Approval Date, the Oversight Committee will be constituted. Thereafter, the project implementation will start in terms of Cl. 4 (@pg. 50-58) of the Resolution Plan.

28. Implementation schedule as provided under clause 4 of the Resolution Plan in page 133 of the Application as under-:

Timeline	Phase	Activities
Days 1-30	Initial Setup	<ul style="list-style-type: none"> • Constitute Oversight Committee (Homebuyers Resolution Applicant, CoC nominee, Resolution Professional) • Define operational protocols • Set up communication channels

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		<ul style="list-style-type: none"> • Determine meeting schedule and reporting mechanisms
Days 31-90	Pre-Transfer Activities	<ul style="list-style-type: none"> • Open dedicated Bank Account for the Project • Establish viewing rights for Oversight Committee • Set up statutory accounts as required • Verify all pre-transfer requirements • Determine and notify Transfer Date (90 days from NCLT Approval Date) • Issue irrevocable Development PoA to Resolution Applicant • Revoke existing powers of attorney
Day 91	Transfer Phase	<ul style="list-style-type: none"> • Hand over books, records, financial/operational data • Transfer bank accounts, title deeds, assets documentation • Grant vacant and peaceful possession of Project assets • Issue formal handover certificate
Day 91-Month 9	Assessment & Planning	<ul style="list-style-type: none"> • Conduct detailed audit of Project status • Identify pending approvals and compliance requirements • Develop Project completion plan • Get the plan sanctioned • Establish budget and resource allocation framework

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Months 9-11	Project Execution Setup	<ul style="list-style-type: none"> • Appoint PMC, architect, and design consultants • Select construction firms • Appoint specialist consultants as required
Months 12-40	Foundation of Construction & Development	<ul style="list-style-type: none"> • Resume/commence construction activities and build the foundation • Implement progress monitoring • Conduct quality checks • Regular reporting to Oversight Committee
Ongoing	Homebuyer Management	<ul style="list-style-type: none"> • Establish communication with existing homebuyers • Update payment milestones and timelines • Process unit transfer documentation • Execute conveyance deeds as attorney of landowner Market and sell remaining units
Months 41-54	Project Delivery	<ul style="list-style-type: none"> • Complete final construction and finishing • Obtain occupancy and completion certificates • Hand over units to homebuyers • Complete documentation for unit transfers
Month 55-56	Audit Initiation	<ul style="list-style-type: none"> • Appoint independent auditor
Months 57-62	Financial Closure	<ul style="list-style-type: none"> • Conduct audit of Project Surplus • Transfer funds to Distribution Account

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Month 63	Final Distribution	<ul style="list-style-type: none">• Distribute payments to Creditors per priority• Close Oversight Committee operations
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On PUF E Transactions

29. It is submitted that in terms of Regulation 35A read with Regulation 39(2) of the CIRP Regulation, an Application to the tune of Rs.119.36 Crore has been filed on 29/03/2025 order is yet to be pronounced for any avoidance transactions (PUFE transactions) under Section 43, 45, 50 and 66 of the I&B Code. As the Plan is for resolution of a specific project only by facilitating the completion of that Project, this Resolution Plan does not provide for the complete resolution of the Corporate Debtor as a whole and hence, does not deal with the specific aspects of resolving the Corporate Debtor. Hence, the resolution plan does not provide any treatment for transactions under Sections 43, 45, 49, 50, 66, 68, 70, 71, 72, 73, 74 of the Code.

Our Inference:

On Resolution Plan

30. Some part of the Resolution plan which need our consideration has been quoted herein below-:

Based on the definition clauses provided, project and project allocable percentage is defined as-:

“Project-: shall mean the project for construction of apartment blocks by the name Avani Grand situated at Premises no. 8, JBS Halden Avenue, Kolkata -700046 along with car parking and an access to the common road. The construction contemplates building of apartment blocks including but not limited to the construction and development of all requisites/ components of the Project together with development of all common areas and amenities.

Project Allocable Percentage or PAP-: The project allocable percentage ascribable to the Project shall mean 48% (forty eight per cent), which has been determined on the basis of the proportionate voting share held by the Homebuyers of the Project within the total CoC.”

Business of the Corporate Debtor as provided in Page 93 and 94 of the Resolution Plan I.A.-:

The Corporate Debtor is engaged in the business of real estate development of residential and commercial properties.

The Corporate Debtor had entered into JDA for the joint development and commercial exploitation of the Project with Adone Hotels and Hospitality Limited ("Adone"). The Project premises/Land is owned by the Kolkata Municipal Corporation which was leased to DLF Hilton Hotels Limited (now Adone) on August 10, 2007, for a period of 99 (ninety-nine) years with an option of renewal for another 99 (ninety-nine) years.

The portion of the plot allocable to the development of service apartments was 49%, and 51% was for the construction of hotels. A subsequent attempt to modify this allocation was rejected by the Arbitration Award dated February 16, 2013, which held that Clause 8.2 of the Lease deed executed by the Kolkata Municipal Corporation expressly stipulated that no modifications could be made except in writing, and that a change in the usage of the Plot from the original 49% to the

proposed 80% for construction of service apartments would constitute a significant modification to the scheme, which would have materially impacted the price offered by the Real Estate Promoters, and was therefore impermissible.

Pursuant to Clause 5.1.4 of the JDA, the sanctioned development plan included construction of a hotel building, 2 (two) apartment blocks comprising service apartments and a bungalow on the portion of premises between the hotel and service apartment buildings. The JDA was for the development of the service apartment areas, which was to be completed within 48 (forty-eight) months with a grace period of 12 (twelve) months, with all development costs to be borne by the Corporate Debtor.

Under Clause 11.2 of the JDA, the profit-sharing arrangement entitles Adone to 40% (forty percent) and the Corporate Debtor to 60% (sixty percent) of the transfer of development.

Pursuant to Clause 6.2 of the JDA, the agreement shall remain in full force and effect until the project is completed, unless terminated by the parties by mutual

consent, in writing. The JDA was never terminated by mutual consent, since the Corporate Debtor never provided any consent for termination of the JDA. Furthermore, as per Clause 12.1 of the JDA, the parties cannot cancel or rescind the agreement.

Adone purported to terminate the JDA unilaterally by issuing a termination letter dated August 7, 2018, which was after the date of admission of winding up order dated December 12, 2017, passed by the Hon'ble High Court at Calcutta.

Further, the Corporate Debtor and Adone jointly entered into various agreements to sub-lease the service apartments and accordingly collected about Rs. 200 (Two Hundred) Crores.

3.1. OBJECTIVE AND OVERVIEW

3.1.1. This Resolution Plan has been prepared after taking into consideration the current position of the Project and scope for value enhancement for all stakeholders.

3.1.2. This Resolution Plan is submitted by the Resolution Applicant on a strictly not-for-profit basis, with the sole objective of facilitating the completion

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of the Project and safeguarding the Legitimate interests of all the Homebuyers. The Resolution Applicant, having already remitted substantial consideration to acquire proprietary rights and interests over the subject properties, hereby advances this Plan exclusively as a protective measure for their vested rights and not as a commercial venture. It is categorically clarified that the Resolution Applicant does not seek any economic gain, profit, or commercial advantage through the implementation of this Plan. Furthermore, the Resolution Applicant, in submitting this proposal, expressly stipulates that they are not assuming responsibility for settlement of claims of other creditors, as this Plan is specifically designed to ensure that the Resolution Applicant obtains their rightful entitlements through the Corporate Insolvency Resolution Process, in accordance with applicable laws. The Resolution Applicant submits that absent this intervention, they would be deprived of both their substantial financial investments and the properties to which they have established legitimate claims, thus rendering this Plan an essential mechanism for equitable resolution under the insolvency framework.

3.2. Financial Proposal

3.2.1 Treatment of CIRP Costs

In accordance with section 30 of the Code read with regulation 38 of the CIRP Regulations, CIRP Costs are required to be paid in priority to the payment of other debts of the Corporate Debtor. Following the NCLT Approval Date and prior to the Transfer Date, the Resolution Professional shall certify the final assessment of the CIRP Cost allocable to the Project.

- i. It is expressly clarified that the Resolution Applicant, being homebuyers who have already paid valuable consideration to acquire rights and interests over the properties in question, are presenting this Resolution Plan not for any economic gain but solely to safeguard their existing investments.*
- ii. The CIRP Cost shall be paid within 90 (ninety) days from the NCLT Approval Date, from the funds collected for the Project.*
- iii. The Resolution Applicant shall be liable to pay only the PAP of the CIRP Cost, and such payment shall be made solely from the funds collected for*

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the Project For the avoidance of doubt, the Resolution Applicant shall have no personal liability whatsoever to fund any CIRP Cost from sources other than the funds collected in accordance with this Resolution Plan.

- iv. For the purposes of determining the CIRP Cost allocable to the Resolution Applicant based on the PAP, only the CIRP Cost incurred up to the Transfer Date shall be considered. Any CIRP Cost incurred by the Corporate Debtor after the Transfer Date shall not be considered towards determination of the CIRP Cost allocable to the Resolution Applicant basis the PAP.*
- v. Once the available funds collected for the Project has been applied towards the PAP of the CIRP Costs (as finally certified by the Resolution Professional), no claims, Liabilities, fines, costs, expenses or any other payment of such nature or otherwise, that is or are claimed to constitute CIRP Costs shall be payable by the Resolution Applicant. Any portion of the CIRP Costs not discharged under this Resolution Plan shall continue to subsist and remain payable in*

accordance with applicable law but shall not in any manner be the responsibility of the Resolution Applicant. Further, except for the PAP of CIRP Costs specified by the Resolution Professional in accordance with Section 3.2.1 of the Resolution Plan, any Liabilities and/or claims that arise between the CIRP Commencement Date and the NCLT Approval Date shall, to the extent of the PAP, stand waived, extinguished, abated, discharged in perpetuity as on the NCLT Approval Date.

6 Financial Plan

6.1. Project Economics

*The economic framework of the project is structured with a total development cost of 237.92 crores (Rupees Two Hundred Thirty-Seven Crores Ninety-Two Lakhs only) and projected collections of *330.71 crores (Rupees Three Hundred Thirty Crores Seventy-One Lakhs only). This is expected to generate an anticipated surplus of 92.79 crores (One Hundred Eight Crores Seventeen Lakhs only), which will be distributed as per the Joint Development Agreement with 40% (forty per cent) allocated to Adoñe Hotels and Hospitality Limited*

(approximately 37.12 crores) (thirty-seven crores twelve lakhs only) and 60% [sixty per cent) to the Corporate Debtor (approximately 55.67 crores) (Fifty Five Crores sixty-Seven Lakhs only).

6.2. Cost Structure

The development cost of 237.92 (Rupees Two Hundred Thirty-Seven Crores Ninety-Two Lakhs only) encompasses construction and material costs, regulatory approvals, marketing costs and compliance expenses, professional fees and consultancy charges. This comprehensive budget has been carefully calculated based on industry standards and current market rates to ensure adequate funding for quality construction while maintaining financial discipline.

6.3. Revenue Generation The total collection of 330.71 Crores (Rupees Three Hundred Thirty Crores Seventy-One Lakh only) will be realized through fulfilment of existing agreements with homebuyers and sale of remaining inventory at current market rates. Additional revenue streams include charges for additional area allocations and parking space. The pricing strategy has been developed based on

market research to ensure competitiveness while maximizing returns.

6.4. Marketing and Brokerage Expenses

The marketing budget is calculated at 2% (two per cent) of the value of new units and parking spots to be sold, with a phased expenditure plan. This allocation will be distributed with 40% (forty per cent) in year 2, 40% (forty per cent) in year 3, and the remaining 20% (twenty per cent) in year 4 of the Project timeline. Brokerage expenses are budgeted at 3% (three per cent) of new unit and parking spot sales, with 30% (thirty per cent) allocated in year 2, 60% (sixty per cent) in year 3, and 10% (ten per cent) in year 4. This phased approach to marketing and brokerage expenditure aligns with the projected sales velocity and construction milestones.

31. This Adjudicating Authority has carefully considered the Resolution Plan, the Joint Development Agreement, and the permissions governing the project. It is observed that the land in question admeasures 5.59 acres and was originally allotted to DLF Hilton Hotels Ltd. Pursuant to Letter No. 86/1/PPP/10-

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11 dated 29.05.2010 issued by the Kolkata Municipal Corporation, development of apartment blocks was specifically permitted on a portion of the leased land, subject to the condition that 51% of the land would be utilised for the hotel project and the remaining 49% for apartment development. Thus, approximately 2.74 acres of land stood earmarked for the apartment/service apartment component, while the balance area of approximately 2.85 acres remained allocated for the hotel component.

The Resolution Plan does not contemplate any expansion of the project area, alteration of land use, or development beyond the area originally earmarked for the service apartment component. The definition of the “Project” contained in the Resolution Plan itself confines the proposed development to the construction and completion of the apartment blocks known as “Avani Grand”, together with associated common areas, amenities, car parking and supporting infrastructure. The Plan proceeds on the basis of the existing development framework and seeks completion of the unfinished service apartment component for which substantial investments have already been made by the homebuyers.

It is further evident that the projected development cost of ₹237.92 Crores and the anticipated realisation of ₹330.71

Crores are linked to the completion of the existing service apartment project, fulfilment of subsisting agreements with homebuyers and monetisation of the remaining inventory. No fresh development rights are claimed and no construction is proposed outside the area already earmarked for service apartments under the sanctioned development scheme. The Resolution Plan, therefore, represents an effort to complete and operationalise the service apartment component situated on approximately 2.74 acres of land.

In the considered view of this Adjudicating Authority, the Resolution Plan is directed towards completion of the service apartment component forming part of the approved mixed-use development and is aligned with the purpose for which the relevant portion of the leased land was permitted to be utilised. The Plan thus seeks to preserve value, protect the interests of the homebuyers and facilitate completion of the project.

32. We draw the following inference-:

- I. In the above backdrop, we heard Learned Counsel appearing for the Resolution Professional. He submits that the Resolution Plan was approved by the CoC pursuant to Meeting of CoC on The Committee of Creditors (“CoC”) at its 21st meeting

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convened on 26.06.2025 and voting held on 04.07.2025, with 71.94% majority, approved the Resolution Plan dated 18.04.2025.

II. The requirement of Section 30 (2) of the Code and Regulation 37 and 38 of CIRP Regulations and also due diligence done for Section 29A, mentioned as under:-

- a) Section 30 (2) (a) – The Resolution Plan provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor. Clause 3.1.3 & 3.2.1 of the Resolution Plan provides for the same.
- b) Section 30 (2) (b) – Provides for payment of debts of operational creditors in such a manner as may be specified by the Board in accordance with the order of priority in sub-section (1) of section 53 (Clause 3.2.3 of the Resolution Plan).
- c) Section 30 (2) (c) - Cl. 3.2.2(ii) of the Resolution plan provides for payment to the financial creditors who did not vote in favour of the resolution plan.
- d) Section 30 (2) (d) - Cl 2.2, Cl. 2.6 and clause 4 of the Resolution plan provides for the management of the affairs of the corporate debtor.

e) Section 30 (2) (e) - Cl.4 of the Resolution Plan provides for the implementation and supervision of the resolution plan.

III. The Resolution Plan is in compliance of Regulation 38 of the Regulations in the following manner:

a) Regulation 38 (1) of the CIRP Regulations 2016 The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors. (Clause 3.1.3 and 3.2 of the Plan Document).

b) Regulation 38(1)(A) of the CIRP Regulations 2016: The Plan provides for a statement as to how it has dealt with the interests of all stakeholders. (Clause 3.1.3 and 3.2 of the Plan Document).

c) Regulation 38 (1) (B): Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code. (Clause 3.5.4(ii) of the Plan Document).

33. The Resolution Plan provides for the treatment of the following classes of Creditors in Clauses 3.2.2 and 3.2.3 (pages 106-114 of this I.A.) as follows:

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Sr. No.	Relevant Clause of the Resolution Plan
1.	<p><i>3.2.2 Treatment of Financial Creditors</i></p> <p><i>(i) Assenting Financial Creditors:</i></p> <p><i>(a) The aggregate Admitted Liabilities in respect of Secured Financial Creditors (other than Related Party Financial Creditors) and Unsecured Financial Creditors (other than Related Party Financial Creditors) are as enumerated in Section 1.3.1(i) hereof. Notwithstanding anything contained elsewhere in this Resolution Plan, no consideration is contemplated to be remitted to the Financial Creditors on the Transfer Date.</i></p> <p><i>(b) Within one (1) year from the Project Completion Date, the Resolution Applicant shall undertake a determination of the Surplus allocable from the Project, whereupon 60% (sixty per cent) of such Surplus, subject to Section 3.2.2(i)(c) shall constitute the sole and exclusive payment obligation to the Secured Financial Creditors (other than Related Party Financial Creditors) and 39% (Thirty Nine per cent) of such Surplus, subject to Section 3.2.2(ii)(c) shall constitute the sole and exclusive payment obligation to the Unsecured Financial Creditors (other than</i></p>

Related Party Financial Creditors), being the Assenting Financial Creditors ("FC Payment"). For the avoidance of doubt and without prejudice to the generality of the foregoing, the Resolution Applicant does not guarantee, commit, or undertake to make any minimum payment, to the Assenting Financial Creditors, and the FC Payment shall represent the entirety of the Resolution Applicant's payment obligation towards the Assenting Financial Creditors, with no additional amounts becoming due or payable beyond such FC Payment. It is expressly clarified that the Resolution Applicant, being homebuyers who have already paid valuable consideration to acquire rights and interests over the properties in question, are presenting this Resolution Plan not for any economic gain but solely to safeguard their existing investments, and as such, have no obligation to fund any payments to Financial Creditors from sources other than the Surplus.

(c) Subsequent to the determination and disbursement of the FC Payment to the Assenting Financial Creditors in accordance with the provisions hereinabove, any residual sum remaining outstanding from the Admitted Liability to the extent allocable to the Project shall

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	<p><i>ipso facto stand irrevocably extinguished, waived, discharged, and released in perpetuity. It is hereby expressly clarified, for the removal of any doubt, that save and except for the FC Payment, no other sums whatsoever, whether towards interest, default interest, penal charges, costs, expenses, or any other amount howsoever described, shall be payable to the Financial Creditors by the Resolution Applicant, and no interest, default interest, penal charges, or similar impositions shall accrue or be deemed to accrue during the intervening period between the NCLT Approval Date and the actual payment date. In the event the Surplus is insufficient to make the FC Payment in full, the Resolution Applicant shall have no personal liability whatsoever to fund any shortfall.</i></p>
2.	<p>Dissenting Financial Creditors:</p> <p><i>(a) It is assumed that there shall be no Dissenting Financial Creditors. In the event that there are any Dissenting Financial Creditors, each such Dissenting Financial Creditor shall, in accordance with Regulation 38(1) of the CIRP Regulations, be paid in cash an amount equal to the liquidation value attributable to such Dissenting Financial Creditor's claim as determined in</i></p>

accordance with section 53(1) of the Code, provided that such liquidation value shall be limited to the Project Allocable Percentage of the total liquidation value that would be payable to such Dissenting Financial Creditor in the event of a liquidation of the Corporate Debtor, as certified by the Resolution Professional.

(b) Such payment to the Dissenting Financial Creditors shall be made exclusively from the Surplus generated from the Project, prior to any recovery by any Assenting Financial Creditors, In the event the Surplus generated is insufficient to make such payment, the Resolution Applicant shall have no personal liability whatsoever to infuse additional funds to meet such shortfall. Any unpaid portion of the liquidation value due to Dissenting Financial Creditors shall continue to subsist as a liability of the Corporate Debtor in accordance with applicable law but shall not constitute a personal liability of the Resolution Applicant.

(c) Any amount paid to Dissenting Financial Creditors in accordance with the provisions hereinabove shall be adjusted from the total Surplus available for

distribution, thereby reducing the amount available for the FC Payment to Assenting Financial Creditors.

(d) For the avoidance of doubt, any portion of the Admitted Liabilities of a Dissenting Financial Creditor not discharged under this Resolution Plan shall continue to subsist and remain payable in accordance with applicable law. No Dissenting Financial Creditor shall bring, initiate, or issue any notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory -or administrative proceedings against the Resolution Applicant or in relation to the Project for recovery of, or in relation to, the financial debt owed thereto beyond the Project Allocable Percentage.

(iii) The FC Payment proposed to be paid to the Assenting Financial Creditors under Section 3.2.2(i) shall be apportioned in proportion to their pro-rata share of the Admitted Liabilities towards the respective category of Assenting Financial Creditors (other than Related Parties). The FC Payment proposed to be paid to the Dissenting Financial Creditors shall be apportioned in proportion to their pro-rata share of the Liquidation Value (in full) payable towards

	<p><i>Dissenting Financial Creditors (other than Related Parties), as certified by the Resolution Professional, and such Liquidation Value shall be paid in full in cash.</i></p> <p><i>(iv) The Resolution Applicant acknowledges that the CoC may agree in a meeting to allocate FC Payment amongst the Financial Creditors (including the Dissenting Financial Creditors), in a proportion which is different from that as set out in this Resolution Plan. Any such allocation determined by CoC by a resolution passed with requisite majority and approved by the Adjudicating Authority shall be binding on the Resolution Applicant.</i></p>
3.	<p>3.2.2 (A) Treatment of Homebuyers of the Project</p> <p><i>(i) As the Homebuyer's primary requirement is delivery of units/Service Apartments, it is proposed to complete the Project and deliver the units/ service apartments to such Homebuyers who have filed their claims as per their original agreement and whose claims have been admitted by the Resolution Professional and no amount or refund under the existing agreements shall be paid other than the treatment proposed under this Resolution Plan.</i></p>

(ii) To protect the interest of the Homebuyers, the Resolution Applicant shall utilize cashflows from the Project. In the event any interim additional funds are required for completion of works and construction of the Project, the Resolution Applicant may obtain construction loan/financing from financial institutions/ banks or from any other party (collectively, "New Lender"), basis the construction and development requirement of the Project and the amounts received from time to time from the Homebuyers. in this regard and for availing such additional financing, the Corporate Debtor shall have the liberty to create first ranking charge in favour of the New Lender, and/ or any debenture trustee.

(iii) Homebuyers' Payment and Possession

(a) Homebuyers who have booked units in the Project and to whom an agreement for sublease of service apartments /allotment letters have been executed and/or issued by the Corporate Debtor and whose claim have been admitted by the Resolution Professional shall be required to pay as follows: (A) 15% (fifteen per cent) within 60 days from the NCLT Approval Date (B) 35% (Thirty five per cent) within one year from the NCLT Approval Date; (C)

20% (twenty per cent) in the second year; (D) 20% (twenty per cent) in the third year; and (E) 10% (ten per cent). in the fourth year, or upon the date of handover of the service apartments, whichever is earlier (collectively "Homebuyers Units Balance Consideration"). The aforesaid tranche payments under Clauses (B), (C), (D), and (E) shall be made within 30 (thirty) days of issuance of demand letters by the Resolution Applicant to the Homebuyers. The Resolution Applicant reserves the right to demand such tranche payments in instalments.

(b) In keeping with the not-for-profit nature of this Resolution Plan, it is expressly clarified that no escalation, price increase, additional charges, or any other enhancement of the original consideration shall be sought from the Homebuyers, notwithstanding any passage of time or market fluctuations. The amounts payable shall remain fixed as per the original allotment letter/agreement, without any adjustment for inflation or other factors.

(c) Upon the Homebuyers making payment of the Homebuyers Units Balance Consideration as specified above, the Resolution Applicant shall give possession

	<p><i>of the respective units to the Homebuyers upon completion of the Project subject to amendments in area, floor, view, height, etc. The Homebuyers shall be permitted to create charge and borrow funds.</i></p> <p><i>(d) For the avoidance of doubt, this arrangement is intended solely to ensure project completion and delivery of units to rightful allottees, without any profit motive on the part of the Resolution Applicant.</i></p>
4.	<p><i>Treatment of Operational Creditors (excluding any Related Parties) and Other Creditors (excluding any Related Parties)</i></p> <p><i>(ii) Payment to Operational Creditors (excluding any Related Parties) and Other Creditors (excluding any Related Parties)</i></p> <p><i>(a) Within one (1) year from the Project Completion Date, the Resolution Applicant shall undertake a determination of the Surplus allocable from the Project, whereupon 1% percent (one per cent) of such Surplus remaining after payment of the allocable CIRP Cost and payments to dissenting financial creditors shall constitute the sole and exclusive payment obligation to the Operational Creditors ("OC Payment"), which shall be disbursed in priority to any payments</i></p>

to Financial Creditors. The Other Creditors shall receive a pari passu share alongside the Operational Creditors out of the Surplus, which shall constitute the sole and exclusive payment obligation to the Other Creditors ("Other Creditor Payment")

(b) For the avoidance of doubt and without prejudice to the generality of the foregoing, the Resolution Applicant does not guarantee, commit, or undertake to make any minimum payment to the Operational Creditors and Other Creditors, and the OC Payment and Other Creditor Payment shall represent the entirety of the Resolution Applicant's payment obligation towards the Operational Creditors and Other Creditors, with no additional amounts becoming due or payable beyond such OC Payment or Other Creditor Payment.

(c) It is expressly clarified that the Resolution Applicant, being a homebuyer who has already paid valuable consideration to acquire rights and interests over the properties in question, is presenting this Resolution Plan not for any economic gain but solely to safeguard its existing investments, and as such, has no obligation to fund any payments to Operational

	<i>Creditors and Other Creditors from sources other than the Surplus.</i>
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34. To deal with Financial Creditor we rely on NCLT Kochi Bench in the case of Parameswaran Nair, Resolution Professional, Samson and Sons Builders and Developers Private Limited (IA (IBC) (Plan) 04/KOB/2024 in CP (IBC) No. 05/KOB/2021 has held

“25. This Tribunal notes that the CoC has approved the Plan despite objections from Kerala Financial Corporation and State Bank of India, Secured Financial Creditors, who were dissatisfied with the proposed Resolution Plan. The secured financial creditors are having interest in the outcome of the IA(IBC)/222/KOB/2023. RP files recovery application as IA(IBC)/222/KOB/2023, with a plan to forego claim on proceeds of Section 66 application for secured financial creditors. One of the dissenting secured financial creditor Kerala Financial Corporation have been offered a settlement amount of Rs. 30 Lakhs. As per the provisions of Section 30(2)(b)(ii), the Resolution Plan has not provided full liquidation value to the dissenting financial creditors.

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26. Now we do find that situation being as stated supra, this plan is the only feasible and viable solution to the resolution of the project otherwise the end of this will be liquidation, which will hinder high detriment to the homebuyer class. It has also been expressly undertaken that the homebuyer class in this project does not take any claim in CD or its business and their rights are only limited to this project, and its execution. The other creditors are well within their rights to get their settlement out of the residual proceedings Since this is a project-wise plan, we rely on Hon'ble NCLAT in Flat Buyers Association Winter Hills-77, Gurgaon vs Umang Realtech Pvt Ltd that each project is to be considered separately and handed over the project will not be part of CIRP, and Hon'ble Supreme Court in Bikram Chatterjee and Ors. V. UOI & Ors. where it is held that CD cannot be pushed into liquidation without transferring assets to homebuyers. Hence, in the interest of justice and noting that provisions under IBC, particularly sections 30 and 31 of the Code and regulations 38 and 39 of the CIRP Regulations, have been largely complied with, we find that this plan needs to be approved.”

35. It is observed in the present case that State Bank of India is not a lender to the service apartment project forming the subject matter of the present Resolution Plan. Nevertheless, the Plan contemplates payment towards the claims of State Bank of India from the surplus expected to be generated upon completion of the Project. The projected realisations of ₹330.71 Crores against the estimated development cost of ₹237.92 Crores are expected to yield a surplus of ₹92.79 Crores, from which payments are proposed to be made.

36. On Operational Creditor-:

It is further observed that the class of Other Operational Creditors, having aggregate admitted claims of approximately ₹11.47 Crores, is proposed to receive an amount of only ₹0.56 Crores under the Resolution Plan. The said payment is not proposed to be made upfront but is dependent upon the generation of surplus after completion of the Project.

37. For payment to Operational Creditors, We place our reliance on Hon'ble NCLAT in the matter of Balaji Minerals and Ors. v. Essar Power M. P. Ltd. and Ors., (2024)ibclaw.in284NCLAT

“20. The resolution plan has been approved by 100% voting by the CoC. It is well settled that the commercial wisdom of the CoC is unjusticiable. Moreover, the

liquidation value of the operational creditors is NIL and the amount which has been distributed to the CD in accordance with Section 53(1) shall have to be Nil as well, therefore the resolution plan is not in violation of Section 30(2)(b) of the Code.

21. Moreover, admitted claim regarding the financial creditors is to the tune of Rs. 12067,57,69,383 and amount provided under the plan is Rs. 2500 Cr. which is to the tune of 20.098%, therefore, all the other creditors including unsecured financial creditors and operational creditors have been provided NIL.”

38. The present resolution plan, when tested on the touch stone of the afore- stated rulings, we are of the view that the instant resolution plan subject to our observations as below, satisfies the requirements of Section 30 (2) of the Code and Regulations 37, 38, 38 (1A) and 39 (4) of the Regulations.

39. The RP have provided details of the pending Interlocutory Application against the Corporate Debtor in Form-H and the table is extracted below for convenience:

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Filing No.	Date of Application	Applicant (s) name	Respondent(s) name	Amount Involved, if any	Issue involved (in brief)
1908134 /00879/ 2025	05/03/2025	Ajay Kumar Agarwal	Yogesh Gupta Resolution Professional of Anupriya Management Private Limited		An application under section 60(5)- An order directing the Resolution Professional of Anupriya to hand over all the necessary documents and resolution plan received and/or approved by the COC to the Applicant.
1908134 /01191/ 2025	29/03/2025	Ajay Kumar Agarwal	Anirudh Daga Director Of M/S Avani Projects & Infrastructure Ltd	119.36 CR	PUFE Application Sections 45, 49 and 66 of the Insolvency and Bankruptcy Code, 2016; against Directors of CD, Mega Mall Management Pvt. Ltd and Aster Buildtech Pvt. Ltd
1908134 /01150/ 2025	27/03/2025	Ajay Kumar Agarwal	The Official Liquidator Office Of The Official Liquidator.		Application for directing the Respondent and/or its men/agents/servants to assist and cooperate with the Applicant during the continuance of

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					the Corporate Insolvency Resolution Process in relation to the Corporate Debtor.
1908134 /03224/ 2024	07/08/2024	Ajay Kumar Agarwal	Reliance Capital Limited		Application for Non-Cooperation U/s 19(2) Hon'ble NCLT in its Order dated 05/03/2025 recorded that "We are satisfied that Reliance Capital is not cooperating to comply with instructions to the RP and to cooperate with him to supply information. Therefore, Reliance Capital is hereby directed to provide the information and file affidavit regarding compliance within a period of 10 days from today.
19081340 097 52025	14/03/2025	Authum Investments & Infrastructure Limited	Ajay Kumar Agarwal Resolution Professional		Application for seeking condonation of delay to accept the claim of applicant U/s 60(5).
19081340	03/02/2025	Adone Hotels	Ajay Kumar		An application

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04582025		and Hospitality Limited.	Agarwal Resolution Professional		under section 60(5)- recall of order dated 9th Dec, 2024. Claiming CD has ceased to have any right, title or interest in respect of the 3.70 Acre Land (Avani Grand Project) at 8 JBS Haldane Avenue Kolkata from the date of termination of JDA, ie August 7, 2018. On 26/02/2025 the RP filed reply to Hon'ble NCLT.
1908134/ 039 71/2024	30/09/2024	Suman Sahagal	Raj Sekhar Roy		Recall the Order dated 10/04/2024 passed in IA 1952/2023 and grant Liberty to File reply Affidavit. RP Reply filed on 06/12/2024
1908134/ 032 14/2024	06/08/2024	Ajay Kumar Agarwal	Kolkata Municipal Corporation		Application for Non-Cooperation U/s 19(2) Hon'ble NCLT in its order dated 05/03/2025 recorded that "Kolkata Municipal Corporation directed to submit the documents sought by the RP

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					within a period of two weeks from today. Ld. Counsel for the Kolkata Municipal Corporation stated that some of the documents are not available with the Corporation. If this is the situation, then a detailed report supported with an affidavit duly sworn before Competent Authority should be filed before the Tribunal to explain with reasons."
1908134/3139/2024	01/08/2024	Raj Sekhar Roy	Avani Project & Infrastructure Ltd.		Set aside Decision of CoC as Communicated on 02/07/2024 for an amount of Rs 70,85,483/- as CIRP Costs has been rejected. Take immediate steps for eviction of the premises No. 5B and 5C at 59A, Chowringhee Road, Kol-20 illegally occupied. Rent Rs

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					1,50,000/- to until and pay unless vacant the peaceful possession.
19081340 202 23/05/20 25 12025	23/05/2025	Avani Aspire Home Buyers (Home Buyers Of Avani Aspire Project)	Ajay Kumar Agarwal		The Applicant prayed for further 4 weeks of extension of resolution plan

40. We have gone through the list of pending cases. Ordinarily, upon approval of a resolution plan, all cases pending in relation thereto are adjudicated, except PUFÉ applications, which may continue independently. However, in the present case, since the matter has been divided into three parts—two project-wise resolution plans and liquidation in respect of the remaining assets—only those IAs having a bearing on the present resolution plan shall be dealt with herein.

41. In the list of pending cases submitted in Form H by the Applicant, the first case, *Ajay Kumar v. Yogesh Gupta*, I.A. (I.B.C.) No. 437/2025, already stands disposed of by order dated 23 June 2025. The second case, I.A. (I.B.C.) No. 591/2025, is a PUFÉ application and may continue independently. The third case, I.A.(IBC) 599/2025, *Ajay Kumar v. The Official Liquidator & Ors.*, concerning non-cooperation, may be kept pending since other parts of the resolution process are still

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pending. The fourth case, filed by Ajay Kumar against Reliance Capital, IA(I.B.C)/1708/KB/2024 for non-cooperation, may also continue. The fifth case, *Authum Investment v. Ajay Kumar*, I.A. (I.B.C.) No. 510/2025, was disposed of on 13 January 2026 and petition is dismissed as withdrawn. The sixth case, *Adone v. Ajay Kumar*, I.A. (I.B.C.) No. 203/2025, has also been pronounced today by a separate order along with this plan. The seventh case, *Suman Sehgal v. Raj Sekhar Roy*, I.A. (I.B.C.) No. 2114/2024, seeking recall of an earlier order, may continue post approval of the present project plan. The eighth case, being I.A. (I.B.C.) No. 1728/2024, has been filed by the Resolution Professional alleging non-cooperation on the part of the Kolkata Municipal Corporation. This application may continue and be adjudicated on its own merits, as it is noted that the Resolution Plan contemplates construction of the service apartments only over a portion of the leasehold land, while the remaining area is not proposed to be developed under the Plan. Consequently, adjudication of the aforesaid application may assume significance at such time as development of the remaining leasehold area is contemplated. The ninth case, I.A. (I.B.C.) No. 1847/2024, filed by Raj Sekhar Roy against the Corporate Debtor regarding non-consideration of claim towards lease and licence fees, may continue. The tenth

case, I.A. (I.B.C.) No. 920/2025, filed by the homebuyers of the Avani Aspire Project against Ajay Kumar, already stands disposed of by order dated 23 June 2025.

42. Certain other pending Interlocutory Applications, not reflected in Form H and having a bearing on the Resolution Plan, have been considered separately by this Adjudicating Authority. Orders in respect of those applications are being pronounced separately today.

On Project wise CIRP in case of Real Estate Resolution

43. We rely on Hon'ble NCLAT in the matter of *Flat Buyers Association Winter Hills - 77, Gurgaon Vs Umang Realtech Pvt. Ltd through IRP & Ors*².

“21. In Corporate Insolvency Resolution Process against a real estate, if allottees (Financial Creditors) or Financial Institutions/Banks (Other Financial Creditors) or Operational Creditors of one project initiated Corporate Insolvency Resolution Process against the Corporate Debtor (real estate company), it is confined to the particular project, it cannot affect any other project(s) of the same real estate company

² Company Appeal (AT) (Insolvency) No. 926 of 2019.

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(Corporate Debtor) in other places where separate plan(s) are approved by different authorities, Land and its owner may be different and mainly the allottees (financial creditors), financial institutions (financial creditors, operational creditors are different for such separate project. Therefore, all the asset of the company (Corporate Debtor) are not to be maximized. The asset of the company (Corporate Debtor - real estate) of that particular project is to be maximized for balancing the creditors such as allottees, financial institutions and operational creditors of that particular project. Corporate Insolvency Resolution Process should be project basis, as per approved plan by the Competent Authority. Any other allottees (financial creditors) or financial institutions/ banks (other financial creditors) or operational creditors of other project cannot file a claim before the Interim Resolution Professional of other project and such claim cannot be entertained.

So, we hold that Corporate Insolvency Resolution Process against a real estate company (Corporate Debtor) is limited to a project as per approved plan by the Competent Authority and not other projects which are

separate at other places for which separate plans approved. For example - in this case the Winter Hill - 77 Gurgaon Project of the 'Corporate Debtor' has been place of Corporate Insolvency Resolution Process. If the same real estate company (Corporate Debtor herein) has any other project in another town such as Delhi or Kerala or Mumbai, they cannot be clubbed together nor the asset of the Corporate Debtor (Company) for such other projects can be maximised.

22. Further, a 'Secured Creditor' such as 'financial institutions/ banks', cannot be provided with the asset (flat/apartment) by preference over the allottees (Unsecured Financial Creditors) for whom the project has been approved. Their claims are to be satisfied by providing the flat/apartment. While satisfying the allottees, one or other allottee may agree to opt for another flat/apartment or one tower or other tower if not allotted to any other. In such case their agreements can be modified by the Interim Resolution Professional/ Resolution Professional with the counter signature of the Promoter and the allottees, so that the allottees (financial creditors), who are on rent or paying

interest to banks may like to get earlier possession and are relieved from paying rent or interest to banks.”

44. The aforesaid order was challenged before the Hon'ble Supreme Court in *Asset Reconstruction Company (India) Ltd. v. M/S Dagcon (India) Pvt. Ltd. & Anr.*, (2020) ibclaw.in 125 SC. However, the appeal was dismissed on 11.08.2020 by the Hon'ble Supreme Court observing that there was “no ground to interfere with the impugned orders.” Consequently, the order attained finality.
45. In the matter of SCSL Buildwell Pvt. Ltd. versus M/s Pal Infrastructure & Developers Pvt. Ltd. (IA No. 130/2024 in CP (IB) No. 755/PB/2018)

“10. Further the Hon'ble Supreme Court authenticated the concept of "Project-wise Resolution Plan" in the case of Indiabulls Asset Reconstruction Company Limited v. Ram Kishore Arora and Ors [AIR 2023 SC 2273]. While interpreting the objectives of the IBC, the Hon'ble Supreme Court opined that the intent of the IBC is "Resolution" and to restore the "Corporate debtor" to functioning status in order to protect the interests of all stakeholders. Consequently, the approach to adopt a

"Project-wise resolution plan" is in line with the objectives of the IBC.

11. Furthermore, the Supreme Court also opined that if the CIRP is initiated against the entire entity, it may not lead to any conclusion. Instead, like many other cases, the resolution of the Corporate Debtor will be stalled.

*12. Furthermore, on February 15, 2024, the IBBI notified the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) (Amendment) Regulations, 2024 ("Amendment"). The Amendment intends to streamline and bridge in the gaps faced in the CIRP of real estate companies under the Insolvency and Bankruptcy Code, 2016 ("IBC"). The Amendment follows the Judgement of the Supreme Court of India in *Indiabulls Asset Reconstruction Company Limited v. Ram Kishore Arora and Ors* [AIR 2023 SC 2273].*

13. Some key aspects of the Amendment include:

- i. Mandating the resolution professional of the debtor company to open separate bank CIRP accounts for each real estate project to ensure transparency.*

- ii. Making provisions for inviting resolution plans for individual real estate projects.*
- iii. Mandating that the Resolution Professional for the real estate project(s) shall be required to take approval on all costs from the CoC including costs to run the operations of the debtor company during CIRP.*
- iv. Mandating that the CoC holds a meeting every 30 days to ensure that the CoC is apprised of the progress of the CIRP at all stages.*
- v. Mandating that the CoC approves of the valuation methodology proposed to be employed.*

14. These amendments also provide enabling provision for Resolution Professional (RP) and Committee of Creditors (CoC) to invite resolution plans separately for a real estate project or group of real estate projects of the corporate debtor.

15. It is pertinent to mention here that the Applicant herein conducted the 18th Meeting of CoC on 25.10.2023. Vide the said meeting, the members of the CoC was apprised of the fact that there were no application concerning Land dispute of Pal Green Project pending in this Tribunal and the "Pal Green" project be segregated

from the rest of the projects of the Corporate Debtor. Accordingly, the following resolutions were tabled before the CoC: "RESOLVED THAT, the 'Pal Green' Project located at Sector 78, Faridabad, be segregated from the rest of the projects of the Corporate Debtor and separate Resolution Process be conducted of this project independently from the rest of the projects of the Corporate Debtor in strict adherence to the Term sheet approved by the CoC members on 28.03.2022. FURTHER RESOLVED THAT approval of the Hon'ble NCLT be sought for the segregating of the 'Pal Green' Project situated at Sector 78, Faridabad, from the rest of the projects of the Corporate Debtor and to conduct the separate Resolution process of this project independently from the rest of the projects of the Corporate Debtor. FURTHER RESOLVED THAT the Resolution Professional is hereby authorised to file the appropriate application in NCLT for the same.

16. That the said Resolution was allowed with a voting percentage of 85.39%. A copy of the minutes of the 18th Meeting of CoC is attached as Annexure A-10 with the present Application.

17. *It is observed that the refrain Order in Application I.A 5285/2020 and Ivn.P14/2020 against the Corporate Debtor are pending before this Adjudicating Authority, whereas on other side the Hon'ble High Court on dated 10.10.2023 in W.P. (C) 2709/2021 has directed to continue the CIRP against the Corporate Debtor.*

18. *In view of the above, it would be appropriate for this project, "Pal Greens," to be segregated from the other projects of the Corporate Debtor, namely (i) Sector 95 Gurugram, known as "Pal City Park," (ii) 70A Gurugram, known as "Pal Aquapolis," and (iii) Sector 89, known as "Pal Gardens." The RP is also directed to take suitable steps in this regard. Furthermore, the RP must act to prevent adverse effects on other interested parties and direct all necessary steps to be taken for this purpose. Therefore, the CIRP against the remaining projects of the Corporate Debtor will be dealt with in separate proceedings."*

46. NCLT Kochi bench Samson and Sons Builders and Developers Private Limited (IA (IBC) 243/KOB/2025 in CP (IBC) No. 05/KOB/2021

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“6. The Applicants stated that the Respondent No.1, in furtherance of the resolution process, submitted the Resolution Plans before this Adjudicating Authority under IA(IBC)/(PLAN)/3/KOB/2024 for Applicant No.1 and IA(IBC)/(PLAN)/5/KOB/2024 for Applicant No.2, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016. However, subsequent to such submission, Respondent No.1 acted beyond the scope of his authority and in violation of the Code by unilaterally reconstituting the Committee of Creditors (CoC), excluding other Associations of Homebuyers (Successful Resolution Applicants) on the ground that their Resolution Plans had already been approved by this Adjudicating Authority. The said reconstitution was done without prior intimation to the affected stakeholders and without obtaining sanction from this Adjudicating Authority.

23. We have heard both sides and also gone through the records. This is a case of multiple real estate projects initiated by the Corporate Debtor, and on commission of default and upon application under section 7 of the Insolvency and Bankruptcy Code, 2016, filed by the Financial Creditors, proceedings under section 7 of the

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Insolvency and Bankruptcy Code, 2016, were initiated. Initially, Expression of Interest was called for entire consolidated projects, but subsequently, after the insertion of Regulation 37(m) in IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, (effective from 16.09.2022), a Project-wise resolution was made possible, and accordingly, Expression of Interest was called again for individual projects. Plans were received from the homebuyers of six projects. Three Resolution Plans submitted by the Apartment Allottees' Associations for Angel Woods, Orchid Valley, and Pearl Crest were found compliant and approved by the CoC in its 12th meeting held on 14.04.2023. For the remaining projects, due to non-compliance, the CoC sought extension, which, having been declined by this Tribunal, resulted in an order of liquidation. But Hon'ble NCLAT was pleased to set aside the liquidation order and directed the Resolution Professional to complete the CIRP process. Meanwhile, there was a dispute between the Landowners and homebuyers in respect of the project popularly known as "Pearl Crest." Ultimately, upon mutual settlement, the CoC approved the revised plan of the Pearl Crest Project as

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well, on 11.06.2024, in its 15th CoC meeting. Thereafter, project-wise plans for Nova Castle, Sanctuary, and Sharon Hills-I were considered and approved by the CoC in its 17th meeting held on 30.07.2024. All CoC-approved plans were submitted to this Adjudicating Authority, which has since approved four Resolution Plans, namely, Angel Woods, Orchid Valley, Pearl Crest, and Sharon Hills-1. The details of the approved Resolution Plan are as under:

<i>Name of the Project</i>	<i>Case Number</i>	<i>Date of CoC approval</i>	<i>Date of NCLT approval</i>
<i>Angel Woods</i>	<i>IA(IBC)/215/KOB/2023</i>	<i>14.04.2023</i>	<i>14.08.2024</i>
<i>Orchid Valley</i>	<i>IA(IBC)/216/KOB/2023</i>	<i>14.04.2023</i>	<i>14.08.2024</i>
<i>Pearl Crest</i>	<i>IA(IBC)(PLAN)/02/KOB/2024</i>	<i>11.06.2024</i>	<i>14.08.2024</i>
<i>Sharon Hills-1</i>	<i>IA(IBC)(PLAN)/04/KOB/2024</i>	<i>30.07.2024</i>	<i>20.12.2024</i>

31. *The entire scheme of Insolvency and Bankruptcy is a creditor driven process where the commercial wisdom of creditors will prevail, and due importance has been given to such wisdom. The Courts are refraining themselves from interfering into the said commercial wisdom except in exceptional cases, where there is gross negligence or an element of fraud or non-compliance of certain other conditions as stipulated in the Insolvency and Bankruptcy Code, 2016. But primarily, the commercial wisdom of CoC would prevail. It is a settled proposition of law that the creditors have voting rights proportionate to their stake. So, the stake of creditors would govern the voting rights and the importance of the said creditors. The higher is their stake, the larger would be the voting percentage. The Insolvency and Bankruptcy Code, 2016, has been founded on a principle of giving rights to different creditors in a mathematical manner, and there is no discretion or advantage of size, capabilities, or possession of other material infrastructure. Even a small company having a big stake in a particular case would have more importance and more voting rights than a leading nationalized bank or a creditor with a big balance*

sheet. So, the existence of stake at a given time is a very important aspect for the purpose of the constitution of CoC. The Legislature, in its own wisdom, has devised this mechanism to ensure prudent, practical, and genuine decisions by the CoC during the insolvency process. A person having a stake would not do anything or take any decision that may harm their own interest. And CoC is a mechanism for collective decision-making by all the creditors for the effective resolution of their dispute with the debtor.

32. Now coming to the present case, upon approval of the Resolution Plans of some of the projects, the home buyers of the said plans or said project ceased or lost their interest in the Corporate Debtor and resolution process and consequently in the CoC. Once they have no interest in the remaining assets or projects, any decision taken by them would not come within the ambit of financial creditors and commercial wisdom as required and expected under the provisions of the Insolvency and Bankruptcy Code, 2016. So, the restoration of the committee of Creditors to its original status, as prayed by the Applicants, if allowed, would go against the basic spirit of the Insolvency and Bankruptcy Code,

2016, and no such restoration of the earlier Committee of Creditors can be allowed as prayed for.”

47. NCLT Kochi Bench in the case of Parameswaran Nair, Resolution Professional, Samson and Sons Builders and Developers Private Limited (IA (IBC) (Plan) 04/KOB/2024 in CP (IBC) No. 05/KOB/2021

“25. This Tribunal notes that the CoC has approved the Plan despite objections from Kerala Financial Corporation and State Bank of India, Secured Financial Creditors, who were dissatisfied with the proposed Resolution Plan. The secured financial creditors are having interest in the outcome of the IA(IBC)/222/KOB/2023. RP files recovery application as IA(IBC)/222/KOB/2023, with a plan to forego claim on proceeds of Section 66 application for secured financial creditors. One of the dissenting secured financial creditor Kerala Financial Corporation have been offered a settlement amount of Rs. 30 Lakhs. As per the provisions of Section 30(2)(b)(ii), the Resolution Plan has not provided full liquidation value to the dissenting financial creditors.

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26. Now we do find that situation being as stated supra, this plan is the only feasible and viable solution to the resolution of the project otherwise the end of this will be liquidation, which will hinder high detriment to the homebuyer class. It has also been expressly undertaken that the homebuyer class in this project does not take any claim in CD or its business and their rights are only limited to this project, and its execution. The other creditors are well within their rights to get their settlement out of the residual proceedings Since this is a project-wise plan, we rely on Hon'ble NCLAT in Flat Buyers Association Winter Hills-77, Gurgaon vs Umang Realtech Pvt Ltd that each project is to be considered separately and handed over the project will not be part of CIRP, and Hon'ble Supreme Court in Bikram Chatterjee and Ors. V. UOI & Ors. where it is held that CD cannot be pushed into liquidation without transferring assets to homebuyers. Hence, in the interest of justice and noting that provisions under IBC, particularly sections 30 and 31 of the Code and regulations 38 and 39 of the CIRP Regulations, have been largely complied with, we find that this plan needs to be approved.”

48. Amit Jain (Suspended Director of Mahagun (India) Pvt. Ltd. v. IDBI Trusteeship Services Ltd. & Anr. (2025 SCC Online NCLAT 1753)

“5.1. Within this framework, the homebuyers occupy a distinct position. Although their advances were, in substance, financial contributions to real estate projects, they initially lacked representation in the committee of creditors (CoC). To correct this imbalance, Parliament amended the Insolvency and Bankruptcy Code to recognise allottees as “financial creditors”, thereby ensuring that their voices are represented in the resolution process. The legislative intent was to protect genuine homebuyers, secure completion of projects, and ensure delivery of homes. For such stakeholders, liquidation rarely yields meaningful relief.

5.3. The residential real estate sector plays a systemic role in the Indian economy. It is closely interlinked with banking, steel, cement, and allied industries, and is among the largest employment generators. Despite robust demand, the sector has been plagued by delays, defaults, and lack of accountability, leaving countless families without possession of homes despite having

invested their life savings. In this backdrop, this court has consistently reiterated that the Insolvency and Bankruptcy Code is not a recovery mechanism or a bargaining chip for individual disputes. Rather, it is a collective mechanism intended to revive viable projects and safeguard the fundamental right to shelter of genuine homebuyers.”

(emphasis supplied in bold)

49. Lotus City Plot Buyers Welfare Association v. Three C Homes Pvt. Ltd & Ors., (2021) ibclaw.in 307 NCLAT

“12. While the Resolution Plan will generally provide a higher value than the liquidation value but in case of Real Estate Project may not be always feasible and homebuyers are in dire need of getting their homes at the earliest. However, in this case certain reconciliations are required that what is the actual realisable value which the homebuyers are getting whether it is below liquidation value or above liquidation value.”

50. In the present case, the facts clearly indicate that the homebuyers of “Avani Grand” are desirous of completing the project and taking possession of their respective units. The

CoC has, by requisite voting share, approved continuation of CIRP on a project-wise basis. The Resolution Plan also contemplates completion of the project through dedicated project accounts, oversight mechanism and phased implementation schedule.

51. We are therefore of the considered opinion that adopting a project-wise resolution mechanism in the facts of the present case would subserve the objectives of the Insolvency and Bankruptcy Code, 2016, namely maximization of value of assets, balancing of stakeholders' interests and ensuring completion of the real estate project for the benefit of homebuyers. Pushing the Corporate Debtor into liquidation at this stage, despite availability of a viable project-specific Resolution Plan, would cause grave prejudice to the homebuyers and defeat the very object of resolution under the Code.

52. Revised Minutes extract of the Eighteenth Meeting of the Committee of Creditors of M/s Avani Projects and Infrastructure Limited held on Thursday 3rd day of April, 2025 is as follows-

"...Item No. A9

To discuss and approve projectwise resolution

The corporate debtor has several real estate projects. A broad over view of the same are provided in the Annexure annexed with this agenda. At present the

homebuyers of Avani Grand and Avani Aspire has filed applications for submitting resolution plans for their respective projects which were also allowed by Hon'ble Adjudicating Authority vide order 09/12/24. The present law on the insolvency of the real estate project allows projectwise insolvency. In the present CIRP also, Avani Grand and Avani Aspire homebuyers are eager to resolve their projects and take delivery of their respective flats. Hence, for the proper resolution of the Corporate Debtor, it is imperative that the CIRP is made project wise and resolution for each of the project may be considered..."

53. Voting result of 18th CoC meeting on project wise CIRP is as follows-:

"... TO APPROVE FOR PROJECTWISE CIRP:

RESOLVED THAT, the consent of the committee of creditors of the Corporate Debtor be and is hereby accorded for considering the CIRP according to each of the project such that the financial creditors of each project shall vote upon the resolution plans for the respective projects.

Conclusion of Resolution 6: According to section 21(8) of the Insolvency & Bankruptcy Code, 2016, read with regulation CIRP regulation save as otherwise provided in this code, all the decisions of the Committee of Creditors shall be taken by a vote of not less than Fifty-one per cent. The resolution

is voted in favour by 69.07% of the voting share of financial creditors. Hence, it is concluded as approved, the members of the committee of creditors are requested to take note of the above summary record..”

54. Regulation 36A(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 provides as under:

“36A. Invitation for expression of interest.

(1) The resolution professional shall publish brief particulars of the invitation for expression of interest in Form G of the [Schedule-I] at the earliest, [not later than sixtieth day] from the insolvency commencement date, from interested and eligible prospective resolution applicants to submit resolution plans. [Clarification: The resolution professional after the approval of the committee may invite a resolution plan for each real estate project or group of projects of the corporate debtor.]

(emphasis supplied in bold)

55. Accordingly, in view of the judicial precedents referred to hereinabove and considering the peculiar facts and circumstances of the present case, we hold that the project-wise resolution of “Avani Grand” is legally permissible and

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consistent with the scheme and objectives of the Insolvency and Bankruptcy Code, 2016. This conclusion also stands reinforced by the amendment introduced through **Notification No. IBBI/2023-24/GN/REG113 dated 15th February, 2024 (w.e.f. 15.02.2024)**, whereby a clarification was inserted in Regulation 36A(1) of the CIRP Regulations empowering the Resolution Professional, after approval of the Committee of Creditors, to invite a resolution plan for each real estate project or group of projects of the Corporate Debtor. The aforesaid amendment evidences the legislative intent to permit and facilitate project-wise resolution of real estate projects, and the resolution of the “Avani Grand” project is therefore fully in accord with the prevailing regulatory framework.

56. Further, we also found that the Resolution Applicant is eligible to submit the Resolution Plan under Section 29A of the Code and declaration is annexed as Affidavit affirmed on 17/04/2026. The report by Supriyo Gole on Section 29A is attached at pages 264-284 in the interlocutory application.

57. It is confirmed by the Resolution Professional that all the requirements under section 29A of the Code has been met with by the Resolution Applicant and thus, the Resolution Applicant is competent to participate in the CIRP for revival of the Corporate Debtor.

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58. The Resolution Professional, by way of a Supplementary Affidavit affirmed and e-filed on 23rd February, 2026, has placed on record the compliance certificate given to CoC on the Resolution Plan submitted by Prominent Suppliers Private Limited, complying with the provisions of the Insolvency and Bankruptcy Code, 2016 ("Compliance Certificate"). A copy of the said Compliance Certificate is reproduced hereinbelow:



On Valuation

59. It is also pertinent to note that the valuation exercise in the present matter could not attain finality in the conventional sense on account of the peculiar nature of the disputes surrounding the project. The RP in discharge of his duty in terms of Regulation 27 read with Regulation 35 of the CIRP Regulations appointed two registered valuers. The first set of valuers was appointed in the 3rd CoC meeting held on 17th January 2020; however, they subsequently expressed their unwillingness to continue with the assignment. Consequently, new valuers were appointed in the 19th CoC meeting held on 19th May 2025.
60. The new valuers appointed by the Resolution Professional, namely Ms. Aparna Das and M/s Valsight Advisors Private Limited, categorically recorded their inability to definitively determine the fair value and liquidation value of the development rights of the Corporate Debtor in respect of the “Avani Grand” project.
61. This Bench vide Daily Order dated 20th February 2026 had raised a specific query upon the Resolution Professional to explain as to how, in the absence of a definitive valuation by the registered valuers, the Committee of Creditors had considered

the aspect of maximization of value of assets while evaluating the Resolution Plan.

62. As per the directions of this Bench, the 28th CoC meeting was held on 20th March 2026 wherein elaborate discussions have been held regarding this issue:

Maximisation of the value of the assets in the absence of valuation by the registered valuers - Item B - It was informed by the Applicant that the valuation dated 21st June 2025 carried out by two registered valuers have not provided the valuation stating the value of the project could not be ascertained because of the reasons recorded in the valuation report. Detailed deliberation took place among the CoC members and various provisions of the resolution plan was referred to, after which the CoC members were of the opinion that the resolution plan is feasible and viable. Copy of the 28th CoC meeting dated 20th March 2026 along-with the voting results and the affidavit provided by the SRA dated 19th March 2026.

63. We also find substance in the submission advanced on behalf of the Resolution Professional that the CIRP Regulations mandate appointment of registered valuers and conduct of valuation exercise, however, the Regulations do not contemplate that in every circumstance the valuers must necessarily arrive at a

definitive and conclusive valuation figure irrespective of legal and factual impediments affecting the assets of the Corporate Debtor.

64. In the present case, two independent registered valuers were duly appointed in compliance with Regulation 27 read with Regulation 35 of the CIRP Regulations. The valuers undertook the valuation exercise and thereafter submitted their reports. However, the valuers expressed their inability to conclusively determine the Fair Value and Liquidation Value of the project. The valuation reports specifically record that the value of the property was indeterminable as the land on which the project stands does not belong to the Corporate Debtor. The rights of the Corporate Debtor were stated to be confined to the constructed area together with an undivided share in the land and not the ownership of the underlying land itself. The valuers further observed that, in the absence of ownership rights over the land and without a reliable assessment of the renovation, refurbishment and completion costs required to make the project marketable and saleable, any determination of the Fair Value or Liquidation Value would be speculative and incapable of reflecting the true realizable value of the project. In view of these peculiar circumstances, the inability of the valuers to arrive at a definitive valuation cannot be

construed as a deficiency in the valuation exercise but is a consequence of the nature of the assets and rights available with the Corporate Debtor in relation to the project.

65. In view of the foregoing discussion, we are of the considered view that the requirement of Regulations 27 and 35 of the CIRP Regulations stood duly complied with upon the appointment of registered valuers and consideration of their reports by the CoC. Merely because the valuers, owing to the peculiar facts and circumstances affecting the project and its underlying rights, were unable to determine an exact fair value or liquidation value, the same cannot be construed as non-compliance with the provisions of the Code or the CIRP Regulations. The valuation exercise having been duly undertaken in accordance with law, no infirmity can be found on this count.

On Performance Security Deposit

66. In the Daily Order dated 17th March 2026, this Adjudicating Authority sought clarification regarding the Performance Security Deposit to be furnished under the Resolution Plan. The relevant extract of the order is reproduced hereinbelow:

“... Ld. Counsel appearing for Resolution Professional has further appraised the Bench on the Resolution Plan.

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The Ld. Counsel has informed the Bench that a supplementary affidavit dated 23.02.2026 has been filed comprising the details for RP's compliance report, the last updated list of creditors, and the reason for why the performance guarantee was not called for from the Successful Resolution Applicant.

... It is observed that the Resolution Plan was submitted by SRA as per the directions of this Tribunal vide Order dated 09.12.2024. Since, there was no RFRP approved earlier and the said order directed for submitting the resolution plan by the applicant in IA 1372/KB/2024, We find that it is fit to direct the RP to invite a CoC meeting and the relaxation of performance security which is already noted by them in 27th CoC meeting, be kept for voting.”

67. 27th Meeting of the Committee of Creditors of M/s Avani Projects and Infrastructure Limited held on Monday, 2nd day of March, 2026.

Item No A6: To discuss about the Performance Guarantee for Resolution Plans:

“... The CoC in exercise of their commercial wisdom has approved both the resolution plan the CoC during the

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discussion of Resolution Plan did not stipulate any condition for submitting the performance security. Both the Resolution Applicants have invested substantial amount of Money as Homebuyers and have sink in the game it would be onerous for the homebuyers to provide further performance security. The purpose of Performance security is for the purpose of commitment to implement the Resolution Plan. These homebuyers have already committed in the projects by putting in substantial amount as homebuyers. This is the purpose of amendment to Regulation 36B of the IBBI Resolution for Corporate persons Regulation 2026 which relax the requirement of performance security for Real estate Projects."

68. But in 27th CoC meeting no voting has been done on the aforesaid discussion. As per our directions, the 28th CoC meeting was held on 20th March, 2026 wherein elaborate discussions have been held regarding the agenda which has been subsequently voted upon:

Performance Security for the Resolution Plan (Avani Grand Project) - Item No. A5 - Discussion has been held for relaxation of the Performance Security for the resolution plan submitted by Prominent Suppliers Private Limited in respect of the Avani Grand Project of the Corporate Debtor. After detailed

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discussion, the CoC unanimously was of the view that the requirement of performance security was not stipulated and hence is not applicable to the SRA under regulation 36B of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016). Hence, in the present case, the said requirement has been relaxed by the CoC. The said resolution has been voted in favour by 73.09% of the voting share of the financial creditors.

69. The extract of the relevant Proviso under Regulation 36B(4A) is as under:

“... Provided that where the corporate debtor has any real estate project, the committee may relax the requirement to provide for performance security for an association or group of allottees in such real-estate project, representing not Less than ten per cent, or one hundred creditors out of the total number of creditors in a class, whichever is Lower...”

70. We further note that the Resolution Applicant in the present case is itself a homebuyer of the project and has already invested substantial amounts in the project. The Resolution Plan also contemplates infusion of further funds towards completion of the project and the amounts deposited by the

Resolution Applicant are liable to forfeiture in the nature of EMD in the event of non-implementation of the Plan. In such circumstances, we are of the considered opinion that relaxation of the said condition is justified and valid, particularly when the objective of the Resolution Plan is completion of the project and protection of the interests of similarly situated homebuyers.

On Regulatory fees

71. We further note that in the Daily Order dated 17th March 2026, this Bench had recorded that, for clarification regarding payment of regulatory fee, a supplementary affidavit would be filed by the Applicant. Pursuant thereto, the Applicant has filed the requisite supplementary affidavit clarifying the aspect relating to payment of the regulatory fee, which has been taken on record.
72. As per the directions of this Adjudicating Authority, the 28th CoC meeting was held on 20th March 2026 wherein elaborate discussions have been held regarding the following agenda-:
- Regulatory fee to be paid by the SRA - Item No. A6 - The Applicant stated that the regulatory fee is necessarily required to be paid as per Regulation 31A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations 2016.

The SRA is required to pay an amount of Rs. 43,36,283/- (0.25% of 1,73,45,13,086/- i.e., the total principal amount admitted in respect of the Avani Grand project). Authorised Representative ("AR") Authorised Representative ("AR") stated that the homebuyers have already lost a significant amount and the regulatory fees will be an added burden on the homebuyers. The SRA in its affidavit has stated that if the payment of the regulatory fee is required, the same will be duly complied with.

73. In affidavit dated 27th March, 2026 it is stated by the applicant in Para 4 as follows-:

“... Further, the SRA was also given an opportunity to place an affidavit before the CoC through the RP which addresses the fact that the plan is unconditional and that the SRA is willing to comply with the provisions of the payment of the regulatory fee.”

74. The Explanation to Regulation 31A(1) provides that where the Committee of Creditors consists solely of creditors in a class, or substantially of creditors in a class represented by an authorised representative, as in the case of homebuyers in a real estate project, the requirement relating to payment of regulatory fee shall not apply. The relevant extract of

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Regulation 31A of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 is reproduced hereinbelow:

“31A. Regulatory Fee

(1) A regulatory fee calculated at the rate of 0.25 per cent of the realisable value to creditors under the resolution plan approved under section 31, shall be payable to the Board, where such realisable value is more than the Liquidation value:

Provided that this sub-regulation shall be applicable where resolution plan is approved under section 31, on or after 1st October 2022.

[Explanation: For removal of doubts, it is hereby clarified that the regulatory fee under this sub-regulation, shall not be payable in cases where the approved resolution plan in respect of insolvency resolution of a real estate project is from an association or group of allottees in such real estate project.]”

75. In the present case, reliance has been placed upon the Explanation to Regulation 31A of the CIRP Regulations to contend that the regulatory fee is not payable. However, a

plain reading of the Explanation makes it evident that the exemption is attracted only where the approved resolution plan is submitted by an association or group of allottees of the real estate project. The relevant consideration, therefore, is whether the Resolution Applicant itself is an association or group of allottees.

In the present case the Resolution Plan has not been submitted by an association or group of allottees of the project. Consequently, the benefit of the exemption contemplated under the Explanation to Regulation 31A is unavailable. This Adjudicating Authority is therefore of the considered view that the regulatory fee payable under Regulation 31A cannot be waived and is required to be paid in accordance with law.

76. Accordingly, this Adjudicating Authority directs the Successful Resolution Applicant to ensure payment of the regulatory fee prescribed under Regulation 31A(1) of the CIRP Regulations. Having regard to the terms of the Resolution Plan, which contemplates a realisable value of ₹330.71 Crores, the regulatory fee shall be computed at the rate of 0.25% of the said realisable value and be paid, in accordance with Regulation 31A(1).

On CIRP Cost

77. It is observed from the Implementation Schedule contained at pages 569–570 of the Application that the Resolution Plan seeks to provide that all costs incurred by the Oversight Committee from the NCLT Approval Date till the Transfer Date shall be met out of the cash flow of the Project and, in case of any shortfall, the same shall be treated as CIRP Costs. This Adjudicating Authority is unable to accept such an approach. The expression “CIRP Costs” is specifically defined under Section 5(13) of the Insolvency and Bankruptcy Code, 2016 and further elaborated under the CIRP Regulations. The statutory definition is exhaustive and cannot be enlarged by the Resolution Plan to include expenses that do not otherwise fall within the ambit of CIRP Costs as recognized under the Code and the Regulations. Accordingly, any costs incurred by the Oversight Committee post approval of the Resolution Plan cannot automatically be characterized as CIRP Costs merely by virtue of a provision contained in the Plan.

On Validity of Lease

78. The lease deed dated 10th Day of August, 2007 signed with Kolkata Municipal Corporation reads as-:

“... 3.2 Construction and Completion of the Hotel Project

3.2.1 The Lessor hereby agrees and confirms that the Lessee shall have the absolute right to construct and develop the Hotel Project on the PLOT and upon the completion of the said Hotel Project, the Lessee shall have the right to operate and maintain the same on the terms and conditions set out in the Bid during the Term.

3.2.2 It is agreed by the Parties that during the Term of this Lease Deed, the Lessee, subject to applicable law, shall have the absolute to right to modify, renovate and refurbish the Hotel Project at its own cost and expense subject to laws of the land and rules thereunder. The Lessee shall also be entitled to carry out all modifications and alterations to the Hotel Project wherever and whenever required.at any time during the Term, subject to laws of the land and rules thereunder...”

79. It is pertinent to note that the Mayor-in-Council of the Kolkata Municipal Corporation, , permitted development of a portion of the land leased to DLF Hilton Hotels Ltd. as apartment blocks under the “other usage” clause contained in Clause 4.1 of the lease agreement, subject to the condition that 51% of the allotted land would be utilised for the hotel project and the

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remaining 49% for construction of apartment blocks. The said permission further contemplated sub-lease of the apartment units, subject to the tenure of such sub-lease not exceeding the period of the original lease. Which is intimated vide Letter No. 86/1/PPP/10-11 dated 29.05.2010 of Joint Municipal Commissioner.

The aforesaid permission clearly demonstrates that the competent municipal authority had approved a mixed-use development comprising both the hotel component and the apartment component on the leased land. Therefore, the Resolution Plan, insofar as it seeks completion and operation of the service apartments forming part of the approved development, is aligned with the purpose and manner of utilisation contemplated under Letter No. 86/1/PPP/10-11 dated 29.05.2010 and cannot be said to be inconsistent with the permissions governing the leased premises.

80. The I.A.(IBC) No. 203/KB/2025 has been filed, inter alia, seeking exclusion of the subject land measuring 3.70 acres situated at 08, JBS Haldane Avenue, Kolkata from the CIRP of the Corporate Debtor and for restraining the respondents from exercising any rights or taking any steps in relation thereto. The Applicant has further prayed for recall of the order dated 09th December 2024 passed in IA(IBC) No. 1327/KB/2024 and for
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rejection of any resolution plan concerning the said land or development rights therein. The Applicant has also sought injunctions restraining implementation of any such resolution plan, protection of its alleged ownership rights over the demarcated land, and disclosure/inspection of records including the Information Memorandum, CoC minutes and progress reports relating to the said property, along with consequential and ad-interim reliefs.

81. The issues raised in the said I.A., particularly with regard to the subsistence of the lease, the rights flowing from the Joint Development Agreement and the inclusion of the subject land within the ambit of the CIRP, have already been dealt with in detail by this Bench in the separate order and therefore do not require further reiteration herein.
82. The SRA business plan in line with the purpose for which lease was granted-:

“5. Project Details and Scope

5.1. Area and Cost

The Project involves the development of approximately 4 Lakhs (four Lakhs) square feet of super built-up area with associated parking facilities, representing 49% (forty nine per cent) of the total land area, in contrast

to the earlier proposal to develop an area of 8 Lakhs (eight lakhs) sq. ft. The remaining portion will be allocated for the construction of a hotel. The Project aims to fulfil commitments to existing homebuyers while maximizing returns through efficient development and management. With an estimated total cost of 237.92 crores (Rupees Two Hundred Thirty-Seven Crores Ninety-Two Lakhs only) and projected collections of 330.71 crores (Rupees Three Hundred Thirty Crores Seventy One Lakh only), the Project presents a viable opportunity for all stakeholders involved.”

6. Financial Plan

6.1. Project Economics

*The economic framework of the project is structured with a total development cost of 237.92 crores (Rupees Two Hundred Thirty-Seven Crores Ninety-Two Lakhs only) and projected collections of *330.71 crores (Rupees Three Hundred Thirty Crores Seventy-One Lakhs only). This is expected to generate an anticipated surplus of 92.79 crores (One Hundred Eight Crores Seventeen Lakhs only), which will be distributed as per the Joint Development Agreement with 40% (forty per cent)*

allocated to Adoñe Hotels and Hospitality Limited (approximately 37.12 crores) (thirty-seven crores twelve lakhs only) and 60% [sixty per cent) to the Corporate Debtor (approximately 55.67 crores) (Fifty Five Crores sixty-Seven Lakhs only).

83. It is clear from the terms of the Resolution Plan that any surplus generated from the completion and execution of the project is not intended to accrue to the Successful Resolution Applicant. The structure of the Resolution Plan demonstrates that the primary objective is completion of the project and delivery of possession to the homebuyers rather than commercial profiteering by the SRA.
84. The Successful Resolution Applicant itself being a homebuyer of the project, the Resolution Plan has been formulated with the object of revival and completion of the real estate project for the benefit of allottees. Therefore, the present Resolution Plan cannot be viewed as a profit-oriented commercial venture of the SRA, but rather as a mechanism to ensure completion of the project and protection of the interests of the homebuyers.
85. The Hon'ble High Court of Calcutta in AJAY KUMAR AGARWAL, acting as the Interim Resolution Professional Vs. The Official

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Liquidator, High Court, Calcutta in CA 92 of 2019 Judgement 12/12/2019 has held that-:

“ 22. At the end, I hold that this Court possesses the jurisdiction to hear out the winding up petition being CP. 1 of 2016 along with all connected applications. However, the winding up petition and the connected applications thereto should not be proceeded with till NCLT comes to the conclusion as to whether the resolution plan in respect of the said company is either approved or rejected. In case of approval, further orders may be passed in CP 1 of 2016 with regard to revival of the said company. In the event, the resolution plan is rejected and such rejection order achieves finality, the said winding up petition shall be proceeded by the Company Judge under the provisions of the Act of 1956 and rules framed thereunder for further course of action as to the winding up and dissolution of the said company. The Official Liquidator appointed as Provisional Liquidator shall render all assistance to the IRP appointed by the NCLT by giving inspection, supplying the copies of the documents and information as may be asked for by the IRP in connection with the preparation of the resolution plan.”

On Unconditionality of Resolution Plan

86. In the affidavit dated 27th March 2026, the SRA has stated as under:

“3(a) Unconditionality of the Resolution Plan -:

(i) It is submitted that the resolution plan is an unconditional plan.

(ii) It is submitted that the SRA will implement the resolution plan irrespective of the fact that the reliefs and concessions are granted by the Hon'ble Adjudicating Authority or not.”

87. It has been categorically affirmed that the Resolution Plan is unconditional and is not contingent upon the occurrence of any future event or fulfilment of any external condition.

On the Statutory Obligations or Seeking Approvals from the Authorities:

88. As far as the question of granting time to comply with the statutory obligations or seeking approvals from authorities is concerned, the Resolution Applicant is directed to do so within one year from the date of this order, as prescribed under section 31(4) of the I&B Code.

On the Reliefs, Waivers and Concessions:

89. It is well settled that upon approval of a Resolution Plan under Section 31 of the Insolvency and Bankruptcy Code, 2016, the Resolution Plan attains finality and becomes binding on the Corporate Debtor, its employees, members, creditors, guarantors and all other stakeholders. The sanctity of an approved Resolution Plan constitutes the cornerstone of the insolvency resolution framework and ensures certainty in the implementation of the resolution process. Consequently, the terms of an approved Resolution Plan cannot be unilaterally modified, varied, or altered subsequently except in accordance with law and in exceptional circumstances recognized by judicial precedents. Any attempt to revisit or rewrite the commercial terms of a Resolution Plan after its approval would undermine the finality attached to the resolution process and defeat the objective of providing a definite and binding resolution to the Corporate Debtor and its stakeholders.

The following reliefs, waivers, and concessions have been sought by the Resolution Applicant for effective implementation of the Resolution Plan and for maximizing value for the stakeholders of the Corporate Debtor. It is further prayed that, unless expressly refused or specifically denied by this

Adjudicating Authority, the same shall be deemed to have been granted as part of the order approving the Resolution Plan.

However, such a blanket prayer cannot be acceded to. Reliefs, waivers, and concessions cannot be granted in a deemed or omnibus manner and must be considered and granted, if at all, only upon specific examination and in accordance with law. The relief and concession sought for are listed below-:

90. It is observed that the provisions contained under the heading “Effect of approval of the Resolution Plan by the Adjudicating Authority” commencing from page 116 of the Resolution Plan Application substantially seek various reliefs, waivers, concessions, exemptions as provided herein-:

3.2.8. Effect of approval of the Resolution Plan by the Adjudicating Authority

By virtue of the order of the Adjudicating Authority approving the Resolution Plan, the following shall take effect:

i. Extinguishment of Liabilities

a. Waiver and Discharge of Pre-Transfer Date Liabilities: All Liabilities, obligations, claims, demands, penalties, and actions- whether present or future, contingent or crystallized, known or unknown, disclosed or undisclosed- arising prior to

the Transfer Date, but pertaining to any period before it, but only to the extent they relate to the Project or are recoverable from the Project or the Resolution Applicant, shall stand permanently waived, extinguished, and written off in full. The Resolution Applicant shall not, at any time, be held responsible or liable for any such extinguished liabilities.

b. Claims Not Filed or Accepted: Any claim against the Corporate Debtor that is related to the Project or otherwise sought to be recovered from the Project or the Resolution Applicant, and which has either (A) not been filed with the Resolution Professional, or (B) has been filed but was not accepted as a Liability of the Corporate Debtor in relation to the Project, shall stand permanently extinguished. Such claims shall not be enforceable against the Resolution Applicant or the Project.

c. Exemption from Project Related Prior Liabilities: The Resolution Applicant shall not be responsible for any fines, penalties, interest, or other amounts arising from non-compliance, breaches, or defaults committed by the Corporate Debtor prior to the

Transfer Date (including any past dues or demands by Kolkata Municipal Corporation or any other authority arising from the Lease for the Land of the Project), whether under contractual, statutory, or regulatory obligations, to the extent such liabilities are related to the Project or are sought to be recovered from the Resolution Applicant.

d. Non-Payability of Interest and Penal. Charges: No interest, penal interest, damages, or other amounts shall be payable to any party, including Financial Creditors, Homebuyers, Operational Creditors and Other Creditors, vendors, service providers, or government authorities, for any period prior to the Transfer Date to the extent such liabilities are related to the Project or are sought to be recovered from the Resolution Applicant.

e. Continuation of Other Liabilities Against the Corporate Debtor: For the avoidance of doubt, any Liabilities, claims, or obligations of the Corporate Debtor that are not extinguished pursuant to this Section shall continue to exist and shall remain enforceable against the Corporate Debtor. However, such claims shall not, in any manner,

impact the Project or be enforceable against the Resolution Applicant, nor shall they create any charge, lien, Encumbrance, or restriction on the Project Assets or its implementation.

ii. Protection Against Claims and Legal Proceedings Affecting the Project

a. Abatement of Project-Affecting Proceedings: Any Litigation, arbitration, regulatory action, or legal proceeding, whether pending or threatened, that adversely affects the Project, impedes the implementation of the Resolution Plan, or creates liability for the Resolution Applicant, shall be deemed withdrawn, dismissed, or abated with effect from the Transfer Date.

b. Financial Immunity: The Resolution Applicant shall not be required to make any payments in respect of any existing Litigations or proceedings related to the Project for any period prior to the Transfer Date, irrespective of whether such claims arise before or after the Transfer Date.

c. Prevention of Future Claims: No new legal proceedings, claims, demands, or regulatory actions shall be initiated against the Project or the

Resolution Applicant in relation to any period prior to the Transfer Date. Any claims resulting from past actions of the Corporate Debtor, that adversely affects the Project, impedes the implementation of the Resolution Plan, or creates liability for the Resolution Applicant, shall stand extinguished.

d. Continuation of Non-Project-Affecting Proceedings: Any legal proceedings against the Corporate Debtor that do not impact the Project or impose liability on the Resolution Applicant may continue. However, no claims, penalties, or liabilities arising from such proceedings shall be enforceable against the Resolution Applicant or the Project.

iii. Asset Protection and Security Interests

a. Exclusive Control and Possession: The Resolution Applicant shall have exclusive possession, control, and unfettered rights over all Project related Assets, including but not limited to land, buildings (completed or under construction), building materials, infrastructure, approvals, registrations, licenses, and all other movable and immovable assets associated with the Project, whether disclosed or undisclosed, registered or

unregistered, in possession of the Corporate Debtor or third parties.

b. Protection from Encumbrances and Unauthorized Claims:

A. All existing Encumbrances, Liens, Security Interests, mortgages, or other third-party claims affecting the Project related Assets, to the extent they relate to pre-Transfer Date Liabilities extinguished under this Resolution Plan, shall stand permanently released and discharged with effect from the Transfer Date.

B. Any unauthorized encroachment, occupation, or possession of the Project related Assets shall be deemed illegal and subject to immediate removal without any liability on the part of the Resolution Applicant.

c. Creation of New Security Interests for Project Completion: The Resolution Applicant shall have full authority to create fresh security interests mortgages, or charges over the Project related Assets solely for the purpose of raising funds for the completion of the Project, without requiring any approval or consent from existing Creditors,

- stakeholders, or security holders of the Corporate Debtor. Any existing charge or security interest over the Corporate Debtor's assets shall be subject to and subordinate to the fresh security interests created by the Resolution Applicant for the Project.*
- d. Non-Extension of Existing Security Interests: Notwithstanding any prior arrangements, existing security interests over the Corporate Debtor shall:*
- A. Not extend to or attach to any fresh assets, funds, or improvements made by the Resolution Applicant after the Transfer Date;*
 - B. Not restrict, hinder, or impair the ability of the Resolution Applicant to develop, construct, market, sell, or transfer units within the Project; and*
 - C. Not create any financial or legal burden upon the Resolution Applicant, nor interfere with the implementation of the Resolution Plan.*
- e. Governmental Charges and Registration Costs: The Resolution Applicant shall not be liable for any registration charges, stamp duties, penalties, or other levies that may be applicable to the transfer of the Assets of the Project, and any such costs*

shall be borne solely by the relevant authorities or stakeholders.

iv. *Project Implementation Authority*

a. *Exclusive Authority Over Project Execution: The Corporate Debtor shall issue an irrevocable Power of Attorney in favour of the Resolution Applicant, granting full authority to execute all transactions related to the Project, including construction, sale, leasing, and allocation of units.*

b. *Collection and Utilization of Funds: The Resolution Applicant shall have the sole right to collect and utilize:*

A. *balance consideration from existing Homebuyers;*

B. *consideration from the sale of unsold units;*

C. *proceeds from the parking spaces; and*

D. *miscellaneous receipt/charges related to the Project.*

v. *Contract and Employment Management*

a. *Corporate Debtor to Continue as an independent Entity: The Corporate Debtor shall continue as a separate legal entity, and the Resolution Applicant shall have no involvement in the management,*

employment decisions, or termination of employees of the Corporate Debtor. Employees of the Corporate Debtor shall not automatically be engaged for the Project.. However, if any services of the Corporate Debtor's employees/resources are required for the Project, separate commercial arrangements shall be executed with the Resolution Professional.

b. Limited Continuity of Contracts: Unless a contract exclusively pertains to the Project, the Resolution Applicant shall not assume any obligations regarding the continuity of such agreements. Contracts unrelated to the Project shall continue with the Corporate Debtor and shall not bind the Resolution Applicant in any manner.

91. It is also observed that the provisions contained under the heading "Other Terms" commencing from page 122 of the Resolution Plan Application substantially seek various reliefs, waivers, concessions, exemptions as provided herein-
:

3.5.1. Other terms

The Resolution Plan has been prepared considering the following terms:

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- i. *The development rights under the JDA are valid and shall continue to be valid in favour of the Corporate Debtor, or its successor entity (without prejudicing the right of the Resolution Applicant to undertake development in accordance with the provision contained in this Resolution Plan) without affecting its obligation to share 40% (forty per cent) of the profit, as calculated in terms of the JDA, with Adone. Accordingly, upon approval of the Resolution Plan, no further effect shall be given to the notice dated August 7, 2018, purporting to terminate the JDA.*
- ii. *By virtue of the Development PoA as well as the terms contained in this Resolution Plan, the Resolution Applicant shall be entitled to exercise all rights, powers, and authorities previously vested in the Corporate Debtor under the JDA for the purpose of developing and constructing the Project.*
- iii. *The original Lease granted in respect of the Project Land shall continue to remain valid and binding, and the Corporate Debtor shall continue to enjoy all rights as the Lessee thereunder. This shall ensure protection of the rights and interests of the Homebuyers who, relying upon the prior authorization for sub-Leasing the service*

apartments (provided such sub-leases do not exceed the tenure of the original lease), have entered into sub-lease agreements and made substantial investments. Consequently, the notice dated October 10, 2015, issued by the Kolkata Municipal Corporation purporting to terminate the lease shall not have any effect upon the approval of the Resolution Plan.

3.5.9. Severability

In the event it is determined that any provision of the Resolution Plan is unenforceable either on its face or as applied to any claims or transaction and/or in the event any provision of the Resolution Plan becomes invalid for reasons other than by breach of any party, the Oversight Committee may apply to the Adjudicating Authority for appropriate modification of such provisions of the Resolution Plan, to satisfaction of the Adjudicating Authority, and such invalidity and/or unenforceability of the provision of the Resolution Plan shall not render the whole Resolution Plan ineffective, unless otherwise directed by the Adjudicating Authority by order.

3.5.10. Variation to the Resolution Plan

- i. *The absence of comprehensive documentation regarding records, sanctions, approvals, and development activities on the property presents significant limitations to our assessment. Our site inspection confirms there is currently no visible construction on the land, not even perimeter demarcation. Given these constraints, the Resolution Applicant may modify, alter, amend or change the Resolution Plan if in the opinion of the Resolution Applicant such modification is required to enable effective implementation, to align it with the objective of the Code to ensure compliance with the Code and its rules and regulations, to rectify any error or where such information is necessary to reflect any additional information brought to the attention of the Resolution Applicant post the Plan Date.*
- ii. *The Resolution Applicant further understands that the CoC may call the Resolution Applicant for negotiation of the terms and conditions of this Resolution Plan. The Resolution Applicant reserves the right to accept or not accept the modification or terms sought by the CoC. Further, the Resolution Applicant reserves the*

right to make changes in the Resolution Plan based on discussions with the CoC.

- iii. In the event that any difficulty arises in the implementation of this Resolution Plan, the Resolution Applicant shall be entitled to move an application before the Adjudicating Authority and the Adjudicating Authority shall consider passing such orders or variations to the Resolution Plan as removes the difficulty in its implementation without the requirement of any further decision or vote of the CoC who shall stand discharged in so far this Resolution Plan is concerned.*
- iv. In the event of a change in Applicable Law which will legally prohibit the implementation of the Resolution Plan, at any point in time after the Plan Date but prior to the NCLT Approval Date, the Resolution Applicant shall be at liberty to make such variations to the terms of the Resolution Plan for purposes of implementing the Resolution Plan (with the prior approval of 66% (sixty six percent) by value of the CoC or Financial Creditors of the Corporate Debtor then existing, as applicable).*

3.5.11. Limitation of Liability

- i. *Subject to the provisions of the Ccde, the Resolution Applicant shall have no Liability or obligations to any Person under this Resolution Plan, until the final approval of the Resolution Plan by the Adjudicating Authority, unless such approval is stayed by the Appellate Authority.*
- ii. *The Resolution Plan assumes that the Resolution Professional has verified all Liabilities of the Creditors in terms of the Code including Regulations 13 and 14 of the CIRP Regulations and the Resolution Applicant has relied on the figures provided in the Available Information.*
- iii. *Except for the Liabilities agreed to be paid by the Resolution Applicant under this Resolution Plan, the Resolution Applicant shall not be required to bear any other Liability whether arising under any contract or arrangement or any Law whether owed to any Government Authority, Local authority or Tax authority, statutory authority or any third party irrespective of whether such Liability is known to the Resolution Applicant and whether it is crystallised or uncrystallised or actual, accrued, conditional or contingent.*

iv. *The payment made to Persons contemplated in this Resolution Plan shall be the Resolution Applicant's full and final performance and satisfaction of all its obligations to such Persons in respect to the Project and all claims, dues, and outstanding amount like unverified dues, interest, penal interest, compound interest, damages, compensation, trusteeship Charges, other commitment charges, third party claims and any other amount of such Persons against the Corporate Debtor shall stand irrevocably and unconditionally settled and extinguished in perpetuity, to the extent recoverable from the Project or the Resolution Applicant.*

3.5.12. Adverse Actions

Effective from the NCLT Approval Date, upon sanction of this Resolution Plan by the Adjudicating Authority:

i. *Prohibition on Project-Affecting Adverse Actions*

ALL Adverse Actions that directly or indirectly:

a. affect, impede, or interfere with the Project;

b. hinder or obstruct the implementation of this Resolution Plan;

c. prejudice the rights, interests, or entitlements of the Resolution Applicant in relation to the Project;

or

d. encumber, restrict, or impair the assets, approvals, permits, or entitlements necessary for the completion of the Project,

shall stand permanently restrained and prohibited from the NCLT Approval Date.

ii. Non-Interference by Corporate Debtor's Insolvency Proceedings

For the avoidance of doubt, it is hereby clarified that:

a. Any Adverse Action against the Corporate Debtor, including insolvency or liquidation proceedings, may proceed independently, provided that such action does not in any manner affect, impede, or interfere with the Project or the implementation of this Resolution Plan;

b. No order, action, or proceeding against the Corporate Debtor, including a liquidation order, shall have any legal effect on the Project or this Resolution Plan, to the extent it would otherwise adversely impact the Project or its implementation;

c. The execution and completion of the Project shall continue uninterrupted, irrespective of any proceedings, orders, or actions taken against the Corporate Debtor; and

d. In the event any Adverse Action against the Corporate Debtor has both Project affecting and non-Project-affecting components, such action shall be deemed severable, with only the Project-affecting components being subject to the prohibition under this clause.

iii. Binding Effect on Stakeholders

All stakeholders, authorities, and entities, including but not limited to the Resolution Professional, Committee of Creditors, Liquidator (if appointed), and regulatory bodies, shall be bound by this prohibition on Project-affecting Adverse Actions and the provisions of this Resolution Plan.

iv. Express Direction from Adjudicating Authority

The approval of this Resolution Plan by the Adjudicating Authority shall constitute an express and permanent directive to all relevant authorities and stakeholders to refrain from initiating or continuing any Adverse Actions that may, directly or indirectly affect, impede, or interfere with the Project or the implementation of this

Resolution Plan at any stage, whether before, during, or after its implementation.

92. Handover of Assets

- i. Any and all Encumbrance over the Assets, property or bank account of the Corporate Debtor in relation to the Project shall stand released and / or extinguished on the NCLT Approval Date. Any Person (including a Creditor or a Government Authority) who is in possession of the Assets, property or bank account of the Corporate Debtor in relation to the Project shall allow possession of such Assets, property or bank account to the Resolution Applicant on and from the NCLT Approval Date, irrespective of any symbolic or actual possession or attachment of Assets, property or bank account by such Person prior to the Transfer Date. ALL the attachments and execution process levied against the Assets of the Corporate Debtor in relation to the Project, shall be lifted and released.*
- ii. No Person (including a Creditor or a Government Authority) shall take possession of and/or create Encumbrance or attach any Assets of the Corporate Debtor in relation to the Project after the NCLT Approval Date*

on account of any claim against the Corporate Debtor which relates to a period prior to the NCLT Approval Date.

- iii. All rights of the Corporate Debtor in relation to the Land and flats owned, held or under possession by the Corporate Debtor in relation to the Project, shall be vested with the Resolution Applicant, without the requirement for any express approval or consent of any party or payment of any transfer fees, notwithstanding the change in ownership and/or management of the Corporate Debtor and the approval of the Adjudicating Authority shall be sufficient compliance.*
- iv. Any and all unauthorised possession/encroachments on the movable/ immovable assets of the Corporate Debtor in relation to the Project, irrespective of period and irrespective of any claim on adverse possession basis, to be declared vacated immediately and the Resolution Applicant's ownership and possession to be admitted and established. The Resolution Applicant should have right to recover and take possession of all such assets and/or Land not under its possession, for which, whether or not any agreements have been made.*
- v. The Intangible Assets to which the Corporate Debtor is entitled to and/or applied for in relation to the Project*

and/or whether registered or not, whether in possession or not, whether in use or not shall be the Assets of the Resolution Applicant without any additional cost, whether or not specifically demanded and all infringement and/or use by any third party shall become invalid. All agreements/documents where any such Asset has been allowed to be used by any Related Party of the existing Promoters stands null and void.

- vi. Wherever Intellectual Property is not owned by the Corporate Debtor in relation to the Project, the Resolution Applicant shall be granted a universal, worldwide, perpetual, irrevocable, transferable and royalty free license to continue to use such intellectual Property.*
- vii. The Resolution Applicant reserves the right to apply to the Adjudicating Authority for necessary directions and orders to the Promoters, erstwhile employees, directors, provisional official liquidator, any other related party or respective Regulatory Authorities, Central or State Government, Government Organs, Sub-Registrar Office, District Revenue Office, municipal and other Local bodies for the purposes of collecting and maintaining complete records in relation to every activity, assets, approvals,*

clearances, contents and licenses in relation to the Project which are not provided on the date of taking over possession of the Project of the Corporate Debtor.

- viii. *In the event, any order is passed against or in respect of the Corporate Debtor or any of its Assets under any other legal proceedings (at any time) for any event, subject matter, Liability or obligations relating to the Project for the period prior to the CIRP Commencement Date, such proceedings/liability/claim shall stand extinguished automatically, on account of the acquisition of the Project by the Resolution Applicant.*
- ix. *The Project, and all other Assets and properties of the Corporate Debtor, including the unclaimed, unadmitted, cancelled and unsold flats in the Project, to the extent forming part of the Project being acquired under this Plan, together with all rights, titles or interests therein, along with the physical possession thereof, will stand available to the Resolution Applicant to fulfil the obligation under this Resolution Plan.*
- x. *Any and all claims and Liabilities pertaining to title by any third parties over the Project or any unit, will be cancelled and annulled and any claim amounts arising therefrom will be settled at NIL consideration.*

93. **Development of the Project**

- i. *All applications for permissions or conversions or regularizations or transfer either already made or to be made by the recorded owners or by the Corporate Debtor as Person in possession under various Land Laws for Lands owned and/or sub-leased by and/or occupied by the Corporate Debtor, shall be decided in favour of and regularized for the benefit of the Resolution Applicant by the competent authorities concerned including Kolkata Municipal Corporation for ensuring the uninterrupted and continuous ownership use and occupation of the same without any imposition of fees, charges, fines and penalties as if all of these have been waived and extinguished.*
- ii. *The Resolution Applicant shall be permitted to carry modifications to the existing master plan, building/ layout plans pertaining to the Project, in accordance with this Plan.*
- iii. *All relevant Governmental Authorities to continue to make available the business permits in relation to the Project to the Resolution Applicant for implementation of the Resolution Plan, such that it may continue being carried out as being carried out prior to the CIRP Commencement Date.*

- iv. *The Resolution Applicant shall not be liable for any obligation towards or in respect of the defect liability period for the flats/ units in the Project. Further, the Resolution Applicant shall not be liable for any past commission or omission of the Corporate Debtor, prior to the Transfer Date.*
- v. *Any default, breach, or failure to perform any obligation (whether known or not and previously notified or not) under the existing JDA occurring prior to the Transfer date shall be deemed to be waived, released and discharged.*

94. **Homebuyers**

- i. *The homebuyers forming part of the Project or any other parties (including the society or its members) will not have any claim against the Resolution Applicant whether for refund, interest, damages or otherwise and any such claims (whether made or not) will stand extinguished except as specifically mentioned in Section 3.2.2(A)(v)(c).*
- ii. *The approval of the Homebuyers shall be deemed to have been given on the NCLT Approval Date for all actions, including the following:-*
 - a. *Revision of the timeline for completion of the construction of the Project;*

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- b. Renewal and transfer of necessary consents, approvals and licenses and implementation of this Plan by the Resolution Applicant in the manner as set out herein;*
- c. Survival of the agreements entered into with the Corporate Debtor in relation to the Project, irrespective of whether registration has been obtained or not;*
- d. For the purpose of obtaining approvals under Applicable Laws from Governmental Authorities (including WBRERA) in relation to implementation of this Plan in the manner set out herein;*
- e. The Resolution Applicant shall not be liable to pay compensation/ claim/penalty/ interest for any past delay in construction and handing over of possession of the units/ flats in the Project or any change/ deviation in specification including deviation in the measurement of any unit/ built-up space or other portion in the Project, from the agreements executed with the Homebuyers.*

95. **Release of Security Deposit provided by Corporate Debtor -:**

- i. Approval of the Resolution Plan by the Adjudicating Authority will be treated as specific order for waiver/ release of any kind of security deposits provided by the*

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Corporate Debtor in relation to the Project including but not limited to various government authorities, corporates, private person, government departments (income Tax Department, Customs Department, Excise Department, Service Tax Department, Pollution Board, etc.), etc., under Applicable Law or otherwise for any reason whatsoever, where the relevant arrangement is being discontinued or terminated.

96. Effect on past Liabilities

- i. Full waiver of contingent dues and unconfirmed dues in relation to the Project to be granted, subject to the provisions envisaged under the Resolution Plan and would be fully indemnified against all legal issues and litigations of the previous years of the Corporate Debtor after approval of the Resolution Plan.*
- ii. All the litigations/ proceedings by employees/ Workmen before any labour department relation to the Project for reinstatement or otherwise shall stand quashed on the Transfer Date and the Resolution Applicant shall no longer liable in relation to such litigations/ proceedings.*
- iii. Certain records (including statutory documents and records) in relation to the Project were not retrievable and till date has not been furnished to the Resolution*

Applicant for verification. Under the circumstances the Resolution Applicant should not be held liable for loss of any records, documents pertaining to the Corporate Debtor unless the same are particularly handed over to it and should further not be liable for any consequences, claim or any other Liability either civil or criminal at any point of time.

- iv. Upon implementation of the Resolution Plan and with effect from the Transfer Date, the Assets and business of the Corporate Debtor in relation to the Project and the Resolution Applicant shall not be subject to any Proceedings, show cause notices, attachments under the provisions of any Applicable Laws for any actions undertaken by the erstwhile management, Promoters, key managerial personnel and any officer of the Corporate Debtors for the period prior to the Transfer Date.*
- v. The other unpaid creditors, shareholders, and other stakeholders appearing in the Books and Records in relation to the Project, whether or not the claim has been filed in relation thereto, whether secured or unsecured, would have NIL Liquidation Value towards the existing and future liabilities and shall be permanently extinguished. The Resolution Applicant proposes to seek complete exemption*

- from both pecuniary and non-pecuniary liabilities arising out of any act done prior to the period of Transfer Date in relation to the Project so as to limit its liability;*
- vi. *It is clarified that any claims made by the Corporate Debtor under all inquiries, investigations, notices, causes of action, suits, claims, liabilities, demands, obligations, penalties, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against any third party in relation to the Project shall continue before the respective court/tribunal/ by the Resolution Applicant and shall not deemed to be terminated even after the Transfer Date and the Resolution Applicant shall be entitled for any amounts arising from the proceeds of such inquiries, investigations, notices, causes of action, suits, claims, liabilities, demands, obligations, penalties, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings initiated by the Corporate Debtor against any third party.*
- vii. *In case of all litigations filed by the Corporate Debtor or the Resolution Applicant in relation to the Project, appropriate direction will be ordered by the Adjudicating*

Authority while approving this Resolution Plan for early disposal of the said cases.

97. Consents and Approval

- i. All consents, licenses, approvals, clearances, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled or accustomed to in relation to the Project, shall continue to remain valid, notwithstanding any provision to the contrary in their terms, and provided that in case of consents, licenses, approvals, rights, entitlements, benefits and privileges that have expired or lapsed, notwithstanding that they may have already lapsed or expired due to any breach, non-compliance or efflux of time, in that event Resolution Applicant shall be allowed a period of one year from the NCLT Approval Date to comply with the said statutory obligations without suffering any adverse implications i.e. stoppages of construction work, any revocation of licenses or levy of penalties, interest, etc.*
- ii. Implementation or approval of the Resolution Plan shall not be a ground for termination of any existing consents, approvals, licenses, concessions, authorizations, permits*

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or the like in relation to the Project that has been granted to the Corporate Debtor or for which the Corporate Debtor has made an application for renewal, permissions, sanctions, consents, approvals, allowances, exemptions etc.

iii. *All Government Authorities:-*

- a. to provide reasonable time period of at least one year after the Transfer Date in order to enable Resolution Applicant to assess the status of the business permits / statutory approvals in relation to the Project and ensure that the Project is compliant with the terms of such business permits/ statutory approvals and Applicable Law;*
- b. should not initiate any investigations, actions or proceedings in relation to such noncompliance;*
- c. should co-operate with the Resolution Applicant to renew / obtain such permits / approvals in relation to the Project by the competent authority of local body/State Government/Central Government/ any other competent authority/Board/Tribunal at no additional cost/claim to the Resolution Applicants.*
- d. permit the Resolution Applicant to continue to develop the Project pending such permits/ licenses*

- and approvals and other statutory obligations at least till a period of one year from the Transfer Date without suffering any adverse implications including any revocation of licenses or levy of penalties or any other fees or costs; and*
- e. to not charge any charges, penalty, interest, etc., till the time such permits/ approvals are received.*
- iv. Where any payments are made towards sanction fees and other permissions related to Project, the Resolution Applicant shall adjust such payments made against current permissions and fees, irrespective of whether there is a change in the Plan.*
- v. Consent / no-objection certificates/sanctions/necessary approvals and permissions for construction shall be provided within three months from the date of application.*

98. Contracts and Agreements

- i. All contracts, agreements, purchase orders, work orders and arrangements, in relation to the Project shall continue to remain valid and notwithstanding any lapse, non-compliance, breach or expiry of underlying terms of such contracts and agreements or requirement of prior approval upon transfer, or assignment these contracts and agreements shall be deemed to continue without disruption and without*

any further acts, deeds, cost, penalty, etc., for the benefit of and at the discretion of the Resolution Applicant for their original tenure including subsequent tenures wherever the Corporate Debtor is entitled for renewals.

- ii. Notwithstanding the terms of any agreement, the Adjudicating Authority shall direct that the respective counterparties of the Corporate Debtor in various agreements, shall waive all objections/liabilities of the Corporate Debtor arising out of the initiation of CIRP against the Corporate Debtor; shall not exercise any specific termination rights available to it take any adverse actions under the respective agreement; and shall continue to perform its/their obligations under the respective agreements.*
- iii. The Resolution Applicant will, after the Transfer Date, make an assessment of whether it wants to continue with or renegotiate the terms or terminate the contracts / agreements entered into by the Corporate Debtor in relation to the Project. It is clarified that in case the Resolution Applicant terminates any such old contract / agreements, no termination payments, liquidated damages or other such financial payments shall be payable by the Resolution*

Applicant on account of such termination. Such extinguishment of claims, however, shall not affect the continuing obligations of the counterparties, which were required to survive such payment obligation, inter alia, including any post-supply warranties, continuity of spares and service supports. Further, all liabilities of the Corporate Debtor on account of any breach, default (including event of default), misrepresentation under any contract, undertaking or any other instrument binding on the Corporate Debtor shall be extinguished and be null and void from the NCLT Approval Date.

- iv. Any restrictions, prohibitions, consent or intimation requirements under any of the contracts, agreements, arrangements, Letters etc. entered into by the Corporate Debtor which restrict, curtail or prohibit the Resolution Applicant from entering into any contractual agreements/arrangements with any Person shall stand waived and extinguished in their entirety by virtue of the approval of this Resolution Plan.*
- v. The approval of this Resolution Plan by the Adjudicating Authority shall be deemed to be a direction to the relevant statutory/ governmental/ regulatory authorities, from whom approval, to grant such approvals expeditiously so as to*

enable Resolution Applicant to implement this Resolution Plan.

- vi. *Notwithstanding the terms of any agreement, the Adjudicating Authority shall direct that the respective counterparties of the Corporate Debtor in various agreements, shall waive all objections/ liabilities of the Corporate Debtor arising out of the initiation of CIRP against the Corporate Debtor in relation to the Project; and shall not exercise any specific termination rights available to it; take any adverse actions under the respective agreement; and shall continue to perform its/their obligations under the respective agreements, if the Resolution Applicant decides to continue with such agreement.*

99. Related Parties

- i. *All contracts of employment or consultancy with, and any benefits, fees, commissions, perquisites or profits in lieu of or in addition to any salary or wages or any policy of providing such benefits, fees, commissions, perquisites or profits extended by the Corporate Debtor in relation to the Project, the Promoters and/or Related Parties of the Promoters or the Corporate Debtor shall be deemed to be terminated and extinguished on and from the Transfer Date*

and the Resolution Applicant will not have any further obligation to provide the same.

- ii. All contracts and arrangements in relation to the Project, where the Corporate Debtor is recipient of any services from the Related Parties, shall be continued at the discretion of the Resolution Applicant, at least for a period of one year from the Transfer Date on the same terms and conditions applicable as on the CIRP Commencement Date, unless terminated earlier by the Resolution Applicant, without incurring any termination payments.*
- iii. Subject to the Applicable Law and unless expressly agreed to by the Corporate Debtor and the Resolution Applicant by way of a written consent after the NCLT Approval Date, all Assets/ properties of the Corporate Debtor in relation to the Project in the possession of the Promoters, the Related Parties of the Promoters and/or the Corporate Debtor or any other Person shall be immediately vacated, released and transferred in as is where is basis to the Resolution Applicant on the Transfer Date.*

100. Utilities

- i. All the electricity, water and other utilities in relation to the existing units of the Corporate Debtor in relation to the Project shall be continued and any request for*

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reconnection shall be allowed without any reconnection charge or fresh security deposit. A new connection, wherever required, shall be made available by the construction authorities irrespective of the past defaults or non-compliances, if any.

101. Inquiries and Investigations

- i. Upon approval of this Resolution Plan by the Adjudicating Authority, all inquiries, investigations and proceedings, whether civil or criminal, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory, penal or administrative proceedings against, or in relation to, or in connection with the Project, pending or threatened, present or future, (including without limitation, any investigation, action, proceeding, prosecution, whether environmental, civil or criminal, by the Central Bureau of Investigation, the Enforcement Directorate, Serious Fraud Investigation Office, Consumer Forum or any other regulatory or enforcement agency), for any period prior to the Transfer Date, shall stand unequivocally abated, withdrawn or dismissed in perpetuity without any further act and the relevant authorities or courts may be communicated with*

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regards to the same, and the Resolution Applicant shall not be liable for it notwithstanding any adverse order that may be passed in respect of the same by any authority prior to or after the Transfer Date. Without prejudice to the aforesaid, in the event any action is required to be taken by Resolution Applicant to give effect to the aforesaid, the Resolution Applicant shall take such steps. However, such inquiries, investigations and proceedings shall survive against the past promoters or key managerial personnel of the Corporate Debtor.

- ii. Upon approval of this Resolution Plan by the Adjudicating Authority, all new inquiries, investigations, whether civil or criminal, notices, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings in relation to the Project will be deemed to be barred and will not be initiated or admitted against the Corporate Debtor in relation to any period prior to the acquisition of the Project by the Resolution Applicant pursuant to this Resolution Plan. No Person shall claim the lack of knowledge or actual notice of this CIRP as a reason for continuation of any proceedings against the Corporate Debtor including but not limited to claim*

arising out of any notice or order received by Corporate Debtor pertaining to any period prior to Transfer Date.

102. Prior non-compliances, breaches and defaults-:

- i. Upon approval of the Resolution Plan by the Adjudicating Authority, all non-compliances, breaches and defaults of the Corporate Debtor in relation to the Project for the period prior to the Transfer Date (including but not limited to non-obtaining registration of the Project under RERA), shall be deemed to be waived by the concerned Governmental Authority. Immunity shall be deemed to have been granted to the Corporate Debtor from a proceeding and penalties under all Applicable Laws for any such non-compliances for the period prior to the Transfer Date and no interest/penal implications shall arise due to such noncompliance/ default /breach in relation to the Project prior to the Transfer Date. Notwithstanding the generality of the foregoing, breaches, contraventions or non-compliances of Applicable Laws in relation to the Project shall be deemed to have been permanently extinguished by virtue of the order of the Adjudicating Authority approving this Resolution Plan, and the Corporate Debtor or the Resolution Applicant shall at no point of time, directly*

or indirectly, have any obligation, Liability or duty in relation thereto.

103. Taxation

- i. The requirement of obtaining a no objection certificate under section 281 of the Income Tax Act, 1961 shall not be applicable. Further, the transaction shall not be treated as void under section 281 of the Income Tax Act, 1961 for any claims in respect of tax or any other sum payable by the Corporate Debtor.*
- ii. Any requirements to obtain waivers from any Tax Authorities including in terms of section 16 of the GST Act, 2017 and Rule 37 of CGST Rules, 2017 in relation to the Project shall be deemed to have been granted upon approval of this Resolution Plan on the Approval Date.*
- iii. The rate of tax deducted at source on the transfer of immovable property under Section 194IA of the Income Tax Act, 1961 to be either waived off or deduction at lower rate of 0.001% be granted by the Income Tax Department.*
- iv. Tax Authorities shall be directed to grant exemption from all taxes, levies, duties, stamp duties, fees, transfer charges, transfer premiums, and surcharges (whether assessed or unassessed) that arise from or relate to the implementation of this Resolution Plan, since payment of*

these amounts may make the Resolution Plan unviable. Any reference to taxes shall include any transfer premiums or charges payable in connection with the Resolution Plan.

- v. *Necessary directions, Instructions be Issued to the CBDT, Customs, Value Added Tax authorities, Central Sale Tax authorities, GST authorities, entry tax and other Tax authorities whether central or state to exempt income/gain/profits, if any, in relation to the Project, arising as a result of giving effect to the Resolution Plan and from being subjected to tax in the hands of the Resolution Applicant under the provisions of income Tax Act, 1961, value added tax, customs, octroi, excise duty, service tax, goods and service tax, waiver/ write off/ write down of current amounts due to employees, vendors, Operational Creditors, Financial Creditors, value of assets, value of inventories, etc. or any claim submitted by a Person in relation to the Project that has been rejected by the Resolution Professional, without any impact on brought forward tax and book loss/depreciation and waive all liabilities whether crystallised or not in respect of Taxes (including interest and penalty) arising in respect of periods up to the NCLT Approval Date and arising out of implementation or sanction of the Resolution Plan.*

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- vi. *The CBDT and or any other Governmental Authority to allow the Resolution Applicant to enjoy and avail in future any tax benefits, deductions, exemptions in relation to the Project as per the relevant provisions of the Applicable Laws which the Corporate Debtors was entitled to as on the NCLT Approval Date for the balance period as per the relevant provisions of the Applicable Laws.*
- vii. *It is proposed that Resolution Applicant will be allowed to avail unused /balance input credit / take refund, in relation to the Project, available as on NCLT Approval date to the Corporate Debtor irrespective of any procedure delay/lapse/ non filling of any application/return etc. by erstwhile management. Resolution Applicant will be allowed a period of one year from NCLT Approval Date to comply with pending procedure / requirement, return/ application documents necessary to avail such input credit/ refund as per applicable procedure, rules and regulation under the GST/VAT Act.*
- viii. *ALL Tax benefits, incentives, rebates, Tax holidays, deductions, weighted deductions, concessions, credits, exemptions in relation to the Project shall be available to the Resolution Applicant and the concerned Governmental Authorities shall disburse the same expeditiously. The CBDT*

shall allow the Resolution Applicant to enjoy and avail in future any such benefits, incentives, rebates, tax holidays, deductions, weighted deductions, concessions, credits, exemptions in relation to the Project, as per the relevant provisions of the Applicable Laws which the Corporate Debtor was entitled to as on the CIRP Commencement Date for the balance period as per the relevant provisions of the Applicable Laws notwithstanding any non-compliances by the Corporate Debtor.

- ix. *No Tax authority shall be entitled to take, initiate, institute or continue any suit, assessment or proceeding against the Resolution Applicant or its Assets for any act of omission or commission including short payment and/or delayed payment of any Tax in relation to the Project related to or attributable to the period between the NCLT Approval Date and Transfer Date, pursuant to this Resolution Plan or arising on account of implementation and execution of any steps pursuant to this Resolution Plan.*

104. Waiver of Transaction Fees, Stamp Duty

- i. *The Collector of Stamps, Revenue Department of concerned State Government and the Ministry of Corporate Affairs to exempt the Resolution Applicant, from the Levy of stamp*

duty and fees applicable in relation to this Resolution Plan and for the transfer of the development rights.

- ii. The concerned state revenue/ stamp authorities to waive penalties for non-registration and inadequate/ non-stamping/ absence of registration of the documents executed by the Corporate Debtor in relation to the Project prior to the NCLT Approval Date.*
- iii. Necessary directions, instructions be issued to all relevant Governmental Authorities to grant relief/concessions from payment of fees, charges, transfer charges, duty, assignment charges, stamp duty, registration fees for various actions contemplated under this Resolution Plan, and any other action taken to implement the Resolution Plan be waived.*
- iv. Necessary directions, instructions be issued to all relevant Governmental Authorities to grant relief/concessions from payment of fees, charges, transfer charges, duty, assignment charges, registration fees and other similar charges and fees for the creation of a special purpose vehicle as contemplated under Section 4.5 of this Resolution Plan.*

105. Treatment of Workmen/Employee Dues

- i. *All the pending claims pertaining to claim for gratuity pending before the authority, if any, in relation to the Project shall stand quashed.*

106. Miscellaneous

- i. *The assets/properties which are owned and/or recorded in the books of the Corporate Debtor in relation to the Project for which the title deeds/agreements/any other documents are not traceable shall be deemed to be the Assets of the Resolution Applicant and the Resolution Applicant shall be entitled to obtain the certified true copy from such authority where such documents are registered or the photo copy thereof would be treated as the valid original documents for claiming the title over such properties and/or for dealing with such properties.*
- ii. *The Resolution Applicant shall have the right to recover and take necessary action of all actionable claims including loans and advances (provided or not provided or written off).*
- iii. *On and from the NCLT Approval Date, by order of the Adjudicating Authority sanctioning this Resolution Plan, a restraint on, and prohibition of, all Adverse Actions shall*

- be deemed to be declared until implementation of this Resolution Plan in full (including until the Transfer Date). All stakeholders shall be bound by the provisions of this Resolution Plan and such restraint and prohibition.*
- iv. *The Resolution Applicant shall not be required to execute a separate Power of Attorney from Adone concerning the rights of the Lessee or the registration of any sub-lease. Such powers shall be deemed to be conferred upon the Resolution Applicant by virtue of the order of the Adjudicating Authority approving this Resolution Plan.*

107. Right to recover any amount from the existing debtors of the Corporate Debtor

- i. *Upon approval of this Resolution Plan by Adjudicating Authority the Resolution Applicant will have all the rights to recover from the debtors of the Corporate Debtor, any amount lying as due in the books of account in relation to the Project as on the CIRP Commencement Date. Nothing in this Resolution Plan shall affect the rights of the Resolution Applicant to recover any amounts due to the Corporate Debtor from any third party including any Related Parties of the Corporate Debtor in relation to the Project and there shall be no set off of any such amounts recoverable by the Resolution Applicant against any amount*

*paid by the Corporate Debtor or any Liability discharged,
satisfied or extinguished pursuant to this Resolution Plan.*

108. We have perused the reliefs, waivers and concessions as sought and as provided in the Resolution Plan at page no-594-596. It is evident that some of the reliefs, waivers and concessions sought by the Resolution Applicant come within the ambit of the I&B Code and the Companies Act 2013, while many others fall under the power and jurisdiction of different government authorities/departments. This Adjudicating Authority has the power to grant reliefs, waivers and concessions only concerning the reliefs, waivers and concessions that are directly with the I&B Code and the Companies Act (within the powers of the NCLT). The reliefs, waivers and concessions that pertain to other governmental authorities/departments may be dealt with by the respective competent authorities/forums/offices, Government or Semi-Government of the State or Central Government concerning the respective reliefs, waivers and concession, whenever sought for. The competent authorities including the Appellate authorities may consider granting such reliefs, waivers and concessions keeping in view the spirit of the I&B Code, 2016 and the Companies Act, 2013.

109. It is almost trite and fairly well-settled that the Resolution Plan must be consistent with the extant law. The Resolution

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Applicant shall make necessary applications to the concerned regulatory or statutory authorities for the renewal of business permits and supply of essential services, if required, and all necessary forms along with filing fees etc. and such authority shall also consider the same keeping in mind the objectives of the Code, which is essentially the resolving the insolvency of the Corporate Debtor.

110. In this context, we would rely upon the judgment in *Embassy Property Developments Pvt. Ltd. vs. State of Karnataka* reported at MANU/SC/1661/2019: (2020) 13 SCC 308, wherein, the Hon'ble Apex Court has laid down that:

“39. If NCLT has been conferred with jurisdiction to decide all types of claims to property, of the corporate debtor, Section 18(f)(vi) would not have made the task of the interim resolution professional in taking control and custody of an asset over which the corporate debtor has ownership rights, subject to the determination of ownership by a court or other authority. In fact an asset owned by a third party, but which is in the possession of the corporate debtor under contractual arrangements, is specifically kept out of the definition of the term "assets" under the Explanation to Section 18. This assumes significance in view of the language used in Sections 18 and 25 in contrast

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to the language employed in Section 20. Section 18 speaks about the duties of the interim resolution professional and Section 25 speaks about the duties of resolution professional. These two provisions use the word "assets", while Section 20(1) uses the word "property" together with the word "value". Sections 18 and 25 do not use the expression "property". Another important aspect is that Under Section 25(2)(b) of IBC, 2016, the resolution professional is obliged to represent and act on behalf of the corporate debtor with third parties and exercise rights for the benefit of the corporate debtor in judicial, quasi-judicial and arbitration proceedings. Section 25(1) and 25(2)(b) reads as follows:

25. Duties of resolution professional -

(1) It shall be the duty of the resolution professional to preserve and protect the assets of the corporate debtor, including the continued business operations of the corporate debtor.

(2) For the purposes of Sub-section (1), the resolution professional shall undertake the following actions:

(a).....

(b) represent and act on behalf of the corporate debtor with third parties, exercise rights for the benefit of the

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corporate debtor in judicial, quasi-judicial and arbitration proceedings.

This shows that wherever the corporate debtor has to exercise rights in judicial, quasi-judicial proceedings, the resolution professional cannot short-circuit the same and bring a claim before NCLT taking advantage of Section 60(5).

40. Therefore in the light of the statutory scheme as culled out from various provisions of the IBC, 2016 it is clear that wherever the corporate debtor has to exercise a right that falls outside the purview of the IBC, 2016 especially in the realm of the public law, they cannot, through the resolution professional, take a bypass and go before NCLT for the enforcement of such a right.”

(Emphasis Added)

111. The reliefs sought for subsisting contracts/agreements can be granted, and no blanket orders can be granted in the absence of the parties to the contracts and agreements.

On the Extinguishment of Claims:

112. Concerning the waivers with regard to the extinguishment of claims which arose prior to the initiation of the CIR Process and which have not been claimed are granted in terms of the law laid down by the Hon'ble Apex Court in Ghanashyam Mishra

and Sons Private Limited Vs. Edelweiss Asset Reconstruction

Company Limited reported in MANU/SC/0273/2021: (2021)9SCC657:

[2021]13SCR737 that-

“once a resolution plan is duly approved by the Adjudicating Authority Under Sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the Corporate Debtor and its employees, members, creditors, including the Central Government, any State Government or any Local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan.”

(Emphasis Added)

113. Further, the relevant part of the **Ghanshyam Mishra** judgment (**supra**) in this regard is given below:

“61. All these details are required to be contained in the information memorandum so that the resolution applicant is aware, as to what are the liabilities, that he may have to face and provide for a plan, which apart from satisfying

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a part of such liabilities would also ensure, that the Corporate Debtor is revived and made a running establishment. The legislative intent of making the resolution plan binding on all the stakeholders after it gets the seal of approval from the Adjudicating Authority upon its satisfaction, that the resolution plan approved by CoC meets the requirement as referred to in Subsection (2) of Section 30 is, that after the approval of the resolution plan, no surprise claims should be flung on the successful resolution applicant. The dominant purpose is, that he should start with fresh slate on the basis of the resolution plan approved.”

62. This aspect has been aptly explained by this Court in the case of *Committee of Creditors of Essar Steel India Limited through Authorised Signatory (supra)*.

“107. For the same reason, the impugned **NCLAT judgment [Standard Chartered Bank v. Satish Kumar Gupta]** in holding that claims that may exist apart from those decided on merits by the resolution professional and by the Adjudicating Authority/Appellate Tribunal can now be decided by an appropriate forum in terms of Section 60(6) of the Code, also militates against the rationale of Section 31 of the Code. A successful resolution applicant cannot suddenly be faced with

"undecided" claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant who would successfully take over the business of the corporate debtor. All claims must be submitted to and decided by the resolution professional so that a prospective resolution applicant knows exactly what has to be paid in order that it may then take over and run the business of the corporate debtor. This the successful resolution applicant does on a fresh slate, as has been pointed out by us hereinabove. For these reasons, NCLAT judgment must also be set aside on this count.

(Emphasis Added)

114. Thus, on the date of approval of the resolution plan by the Adjudicating Authority, all such claims, that are not a part of the resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan. The Hon'ble Supreme Court of India further laid down that all the dues including the statutory dues owed to the Central Govt, any State Govt or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period before the date on which

the Adjudicating Authority grants its approval under Section 31 of the I&B Code could be continued.

On Guarantors:

115. Concerning the waivers sought in relation to guarantors, the Hon'ble Apex Court held in *Lalit Kumar Jain v. Union of India* reported in MANU/SC/0352/2021: (2021) 9 SCC 321: (2021) ibclaw.in 61 SC, held that the sanction of a resolution plan and finality imparted to it by Section 31 does not per se operate as a discharge of the guarantor's liability. As to the nature and extent of the liability, much would depend on the terms of the guarantee itself.

116. Further, we would rely upon the judgment rendered by the NCLAT in *Roshan Lal Mittal Vs. Rishabh Jain* reported in (2023) ibclaw.in 803 NCLAT that:

“The Resolution Plan does not absolve the personal guarantors from their guarantee. The Law well settled by the Hon'ble Supreme Court in the matter of “Lalit Kumar Jain vs. Union of India & Ors. - (2021) 9 SCC 321), that by approval of resolution plan the guarantees are not ipso facto discharged.”

(Emphasis Added)

117. Hence, we would infer that if there are any personal guarantors of the corporate debtor, the personal guarantees shall be invoked and an appropriate action against them, in accordance with law, be taken.

On Inquiries, Litigations, Investigations, and Proceedings:

118. For the reliefs and waivers sought for all inquiries, litigations, investigations, and proceedings shall be granted strictly as per section 32A of the IBC, 2016 and the provisions of the law as may be applicable.

119. In this context, we would infer that upon the approval of the Resolution Plan, the Corporate Debtor avails the limbs of new management to revive its business. Thus, all the past liabilities of the Corporate Debtor including criminal liability prior to the initiation of the CIR Process shall stand effaced and the new management will step into the shoes of the company with a fresh or clean slate. Hence, the old management shall be liable to face all the offences committed prior to the commencement of the CIR Process. At this juncture, we would rely upon the judgment rendered by the Hon'ble Apex Court in *Ajay Kumar Radheyshyam Goenka Vs. Tourism Finance Corporation of India Ltd.* reported in MANU/SC/0244/2023: (2023) 10 SCC 545 that-

“67. Thus, Section 32A broadly leads to:

a. Extinguishment of the criminal liability of the corporate debtor, if the control of the corporate debtor goes in the hands of the new management which is different from the original old management.

b. The prosecution in relation to "every person who was a "designated partner" as defined in Clause (j) of Section 2 of the Limited Liability Partnership Act 2008 (6 of 2009), or an "officer who is in default", as defined in Clause (60) of Section 2 of the Companies Act. 2013 (18 of 2013), or was in any manner in charge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor in any manner and who was directly or indirectly involved in the commission of such offence" shall be proceeded and the law will

take its own course. Only the corporate debtor (with new management) as held in Para 42 of P. Mohanraj will be safeguarded.

c. If the old management takes over the corporate debtor (for MSME Section 29A does not apply (see 240A), hence for MSME old management can takeover) the corporate

debtor itself is also not safeguarded from prosecution

Under Section 138 or any other offences.”

120. As such, in connection with the reliefs and concessions as requested for by the SRA, specifically for and relating to Project Avani Grand, we hereby order as follows:-

- a. Any increase in the authorized capital shall be subject to payment of prescribed fee, if any applicable, and filing of prescribed forms with the Registrar of Companies.
- b. The Income Tax Department shall be at liberty to examine the tax implications arising from the proposals contained in the plan, in terms of Section 2(24), Section 28 and Section 56 of the Income Tax Act, 1961 read with GAAR provisions thereunder.
- c. The SRA may approach prescribed authorities for waiver/reduction in fees, charges, stamp duty, and registration fees, if any arising from actions contemplated under the Resolution Plan and such request shall be subject to the relevant law/statute and adherence to the procedure prescribed thereunder.
- d. The SRA may file appropriate application, if required, for renewal of all Business Permits, rights, entitlements, benefits, subsidies and privileges whether

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under applicable Law, contract, lease or license granted in favour of the Corporate Applicant or to which the Corporate Applicant is entitled to or accustomed to, which have expired on the Effective Date, and follow the due procedure prescribed for the purpose upon payment of prescribed fees. The contract with third parties shall be subject to consent of such parties. It is clarified that continuance of approvals shall not be refused on account of extinguishment of any dues under Code and extension or renewal thereof shall not be denied on account of past insolvency of the Corporate Applicant. No action shall lie against the Corporate Applicant for any non-compliances arising prior to the date of approval of Resolution Plan, however, such non-compliances shall be cured, if necessitated to keep the approval in force, after acquisition by the Corporate Applicant within period stipulated in the Resolution Plan.

- e. The secured and unsecured Financial Creditors shall upgrade the Account of the Corporate Debtor with Banks/Financial Institutions under the CIBIL Mechanism to “Standard Category” from NPA on the Completion Date, to the extent CIBIL Mechanism system allows. The

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Financial Creditors shall release all the charges on all assets of the Corporate Debtor assigned to this project (wherever registered) after the receipt of entire resolution amount.

- f. No orders levying any tax, demand of interest/fine or penalty from the Corporate Applicant in relation to period up to approval of the Resolution Plan shall be passed by any authority and such demand, if created, shall not be enforceable as having extinguished in terms of approved Resolution Plan.
- g. The carry forward of losses and unabsorbed depreciation shall be available in accordance with the provisions of Income Tax Act, and the Income Tax Department shall be at liberty to examine the same.
- h. An application for compounding/condoning shall be filed in accordance with the procedure specified in respective law or concerned authority, however, no fine or penalty shall be imposed for non-compliances till the date of approval of this Plan or such further period as is permitted in terms of this Order.
- i. The Compliances under the applicable law for all the statutory appointments by the Corporate Applicant shall

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be completed within 12 months, where after, the necessary consequence under respective law may follow.

- j. The Resolution Applicant, the Corporate Debtor and the assets of the Corporate Debtor forming part of Resolution plan shall have immunity, privileges and protection as is available in the form and manner stated in Section 32A of the Insolvency and Bankruptcy Code, 2016.
- k. The relief, concession or waiver contemplated in the approved Resolution Plan under any of its section shall be available to the Corporate Debtor only and such relief, concession or waiver shall not extend to its subsidiaries, joint-ventures or associates/affiliates, who have not been subjected to resolution in the present CIRP process of Corporate Debtor. However, it is clarified that no claim or action shall lie against this project in relation to any financial or any kind of obligation of subsidiaries, joint-ventures or associates/affiliates, whether past or arising in future.
- l. It is clarified that any relief, concession or waiver, not specifically dealt with in Paras (a) to (m) above, or not permissible in terms of decision in case of

Ghanshyam Mishra (supra) and Abhilash Lal (Supra) or specific provisions of the Code read with the Regulations, shall be deemed to be denied or rejected.

Conclusion:

121. Therefore, subject to the compliance of our observations as above, we hereby **approve** the Resolution Plan Amount to the tune of **₹330.71 Crores**, submitted by Prominent Suppliers Private Limited (“Successful Resolution Applicant”) along with annexure, affidavits and schedules forming part of the Resolution Plan annexed to the Application subject to above direction and order as under:

- I. The Resolution Plan along with annexures, affidavits and schedules forming part of the plan shall be binding on the Corporate Debtor, 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 is due, guarantors and other stakeholders involved in the Resolution Plan.
- II. All crystallized liabilities and unclaimed liabilities of the Corporate Debtor relating to this project as on the date

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of this order shall stand extinguished on the approval of this Resolution Plan.

- III. The moratorium under Section 14 of the Code shall cease to have effect as regards Avani Grand project from this date.
- IV. The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations/ liabilities of the Corporate Debtor and shall be dealt with by the appropriate Authorities in accordance with law. Any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned as held by Hon'ble Supreme Court in the matter of Ghanashyam Mishra And Sons Private Limited Versus Edelweiss Asset Reconstruction Company Limited in Civil Appeal No- 8129 of 2019 dated 13.04.2021.
- V. The Memorandum of Association (MoA) and Articles of Association (AoA) to the extent of this project shall accordingly be amended and filed with the Registrar of Companies (RoC) West Bengal, Kolkata for information and record with regard to this project i.e., Avani Grand. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.

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- VI. Henceforth, no creditors of the erstwhile Corporate Debtor relating to Avani Grand project can claim anything other than the liabilities referred to supra.
- VII. The Resolution Professional shall submit the records collected during the commencement of the proceedings to the Insolvency & Bankruptcy Board of India for their record and also return them to the Resolution Applicant or New Promoters.
- VIII. Liberty is hereby granted for moving any application, if required, in connection with the successful implementation of this Resolution Plan.
- IX. A copy of this Order is to be submitted to the Registrar of Companies (RoC) to whom the company is registered, by the Resolution Professional.
- X. The Resolution Professional is further directed to hand over all records, premises/ factories/ documents to the Resolution Applicant with regard to Avani Grand project to finalise the further line of action required for starting the operation. The Successful Resolution Applicant shall have access to all the records/ premises/ factories/ documents of Avani Grand through the Resolution Professional to finalise the further line of action required for starting the operation.

- XI. The Registry is directed to furnish free copy to the parties as per Rule 50 of the NCLT Rules, 2016.
122. It is clarified that the present Resolution Plan is in the nature of a project-wise resolution. Accordingly, all reliefs, concessions, exemptions, approvals, waivers, assets, records, documents, rights, and entitlements envisaged therein shall be restricted exclusively to the 'Avani Grand' project and shall operate only in respect thereof.
123. Upon perusal of the documents on record and/or documents, we are satisfied that the Resolution Plan submitted on 09/07/2025 which was voted upon in 21st meeting convened on 26.06.2025 and voting held on 04.07.2025, with 71.94% majority, approved the Resolution Plan, by Prominent Suppliers Private Limited (Successful Resolution Applicant), annexed at pages 79-284 as Annexure D, is in accordance with sections 30 and 31 of the I&B Code, 2016 and also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
124. In terms of the view above, the interlocutory application being **I.A. (IB) (Plan) No. 23/KB/2025** is approved in terms of the above and shall stand **disposed of** accordingly.

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125. Certified copy of the orders, if applied for with the registry of this Adjudicating Authority, be supplied to the parties upon compliance with all requisite formalities.

126. File be consigned to the record.

Rekha Kantilal Shah
Member (Technical)

Labh Singh
Member (Judicial)

Order Signed On 22.06.2026

RSM(LRA)