IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.07
IA (Plan) 04/2025 in
C.P. (IB) No.65/BB/2022

IN THE MATTER OF:

M/s. Vicky Motilal Vani & Ors. ... Petitioner
Vs.
MALIND Properties Pvt. Ltd. ... Respondent

Petition under Section 7 of I & B Code, 2016

Order delivered on: 16.10.2025

CORAM:

SHRI SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the RP : Shri Abhjit Atur

ORDER

I.A.No.597/2025:

1. IA (Plan) 04/2025 is approved vide separate order.
2. **List the main C.P on 16.12.2025 for report of implementation of Plan.**

-Sd/- **-Sd/-**

RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)

BL

IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH
(Exercising powers of Adjudicating Authority under The Insolvency and Bankruptcy Code, 2016)

I.A. (PLAN) NO. 4/2025
IN
C.P. (IB) NO. 65/BB/2022

Section 30(6) of the Insolvency & Bankruptcy Code, 2016 read with Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016) and Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016

IN THE MATTER OF:

MALIND PROPERTIES PRIVATE LIMITED
Represented by its Resolution Professional,
Mr. Ratnakar Shetty
Address: Skyline Towers, 16, III Floor,
Malleshwaram, Bengaluru: – 60003 …. Resolution Professional/Applicant

IN THE MAIN MATTER OF:

***VICKY MOTILAL VANI* AND 20 OTHERS,**
Address:.Embassy Pristine, Behind Sun City
Apartments, Iblur Village, Bengaluru – 560103 …. Financial Creditors

Versus

***MALIND PROPERTIES PRIVATE LIMITED*,**
Regd. Office: No.- 87-A, Purva Parkridge Mahadevapura
Post, Garudacharpalya, Bengaluru –560048 …. Corporate Debtor

Order delivered on: 16.10.2025

Coram: 1. Shri Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
2. Shri Radhakrishna Sreepada, Hon'ble Member (Technical)

Parties/ Counsel Present: For the Applicant/RP : Shri Abhijit Atur

O R D E R

1. Mr**. Ratnakar Shetty** (Resolution Professional of the Corporate Debtor') has filed this application on 17.06.2025 under Section 30(6) read with Section 31 of the Insolvency and Bankruptcy Code, 2016 and Regulation 39(4) of the IBBI (Insolvency Resolution

Process for Corporate Persons) Regulations, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 seeking approval of the Resolution Plan of the Corporate Debtor submitted by ***Krishnaiah Projects Private Limited*** *(Successful Resolution Applicant/SRA),* and approved by the Committee of Creditors in its 20th meeting held on 07.05.2025 with 100% voting share vide voting results dated 16.05.2025.

2. **ABOUT THE CORPORATE DEBTOR**

M/s. Malind Properties Private Limited, Corporate Debtor was admitted to undergo Corporate Insolvency Resolution Process vide order dated 28.02.2023 in CP (IB) No. 65/BB/2022 and **Mr. Ratnakar Shetty** (IBBI/IPA-001/IP-P01630/2019-2020/12718) was appointed as the Interim Resolution Professional. Subsequently vide order dated 29.05.2023 passed in IA 288/2023, he was confirmed as the Resolution Professional of the Corporate Debtor. The Authorized Share Capital of the Respondent/Corporate Debtor is Rs.3,10,00,000 and Paid-up Capital is Rs.3,04,79,500.

Name of the Company	**M/s. MALIND PROPERTIES PRIVATE LIMITED**
CIN	U45200KA2005PTC062549
Date of Incorporation	08.11.2005

The key dates and events during the Corporate Insolvency Resolution Process period are tabulated hereunder:

S. No.	**Date**	**Particulars**
1.	28.02.2023	Corporate Debtor admitted into CIRP and appointment of IRP.
2.	04.03.2023	Paper Publication for Public announcement in Form A.
3.	16.03.2023	Last date to submit claims.
4.	06.04.2023	*1st CoC Meeting*- Applicant was confirmed as RP of the Corporate Debtor by the CoC.
5.	17.04.2023	Registered Valuers appointed by the Applicant after the approval of the CoC.
6.	01.05.2023	Paper Publication issuing First Form G for expression of Interest.
7.	16.05.2023	Last date for submission of expression of Interest.
8.	26.05.2023	List of Prospective Resolution Applicant (PRAs) prepared
9.	29.05.2023	Applicant was confirmed as RP of the Corporate Debtor by the Adjudicating Authority.
10.	12.06.2023	RFRP, IM issued to the CoC members.
11.	30.09.2023	Last date for submission of Resolution Plan by PRAs and Resolution Plan was submitted by Sumukha ventures.
12.	24.02.2024	*4th Meeting of CoC*- wherein Members of the CoC directed

		Sumukha ventures to submit a Revised Resolution Plan.
13.	31.01.2024	Sumukha ventures submitted a revised Resolution Plan.
14.	08.02.2024	*6th CoC Meeting* – The Revised Resolution Plan. submitted by the ***Sumukha ventures was approved by the CoC***
15.	26.02.2024	Applicant issued Letter of Intent to Sumukha Ventures and requested Sumukha ventures to submit the Performance Bank guarantee within 5 days.
16.	01.03.2024-21.05.2024	Despite Repeated Emails and Reminders, ***Sumukha ventures failed to submit the Performance Bank Guarantee*** nor accepted the Letter of Intent.
17.	22.05.2024	Applicant was constrained to write an e-mail to Sumukha ventures stating that it is forfeiting the EMD submitted by it due to non-submission of the Performance Bank Guarantee.
18.	27.05.2024	*11th CoC Meeting* wherein CoC Rejected the Resolution for the Liquidation of the Corporate Debtor.
19.	15.07.2024	*13th CoC Meeting* wherein CoC directed the Applicant to file application for exclusion of the CIRP period from 03.08.2023 till the Application is adjudicated by NCLT.
20.	16.10.2024	IA 651/2024 filed by Applicant to exclude a period of 375 days from 01.08.2023 to 09.08.2024 from the CIRP process of the Corporate Debtor was allowed.
21.	09.11.2024	Paper Publication issuing ***second Form G*** for Expression of Interest but ***no Expression of Interest was received***.
22.	22.01.2025	Paper Publication issuing ***Third Form G*** for expression of Interest.
23.	08.02.2025	Applicant published provisional list of PRA's.
24.	14.02.2025	Applicant published final list of PRA's.
25.	05.03.2025	IA 97/2025 for exclusion of 87 days from 10.08.2024 to 04.11.2024 and IA 98/2025 foe extension by 120 days from 01.12.2024 to 30.03.2025 allowed by the NCLT.
26.	17.04.2025	Applicant after approval of the CoC filed an Application for extension of the CIRP Period.
27.	23.04.2025	CoC deliberated and provided opportunity to one of the PRAs to revise their commercial offer.
28.	30.04.2024	Three PRA's submitted the final Resolution Plan.
29.	07.05.2025	*20th CoC Meeting* wherein CoC deliberated on the Resolution Plan submitted by M/S Krishnaiah Projects Private Limited.
30.	16.05.2025	Voting sheet of the *20th CoC Meeting* circulated wherein CoC approved on the ***Resolution Plan submitted by M/S Krishnaiah Projects Private Limited with 100% majority***.
31.	17.06.2025	Date of Filing of resolution plan with AA.
32.	22.08.2025	IA 319/2025 filed by the Applicant for extension of the CIRP period by 60 days from 30.03.2025 to 29.05.2025 including 15 days beyond 330 days allowed by AA.

3. **APPOINTMENT OF REGISTERED VALUERS:**

Registered Valuers were appointed on 17.04.2023, the Fair Value and Liquidation value of the Corporate Debtor is as follows:

Fair Value	Rs. 8,54,07,125
Liquidation Value	Rs. 7,32,07,125

4. **DETAILS OF THE SUCCESSFUL RESOLUTION APPLICANT**

M/s Krishnaiah Projects Private Limited is a group company of ***the Bollineni Group*** incorporated on 17.06.1996 having its registered office at M.No. 8-2-502/1/A, Jivi Towers, Road No. 7, Banjara Hills, Hyderabad, Telangana - 500034. The Successful Resolution Applicant (Including Group Companies) is engaged in the field of infrastructure, constructions and real estate development and has successfully completed several infrastructure and realty projects over the past 50 years throughout all States of India and internationally across various centres such as Dubai, Afghanistan and Nepal prominently known for delivering cutting-edge infrastructure solutions. The SRA's group is now one of the top 5 infrastructure Companies of India and is renowned as one of India's leading and most successful business groups. Since the SRA is involved in real estate development, its expertise is tailor-made to the requirements of the Corporate Debtor, which too are involved in the same field. The details of Experience in Turnaround of sick/stressed assets where RA has more than 26% stake is tabled below:-

S.No	**Qualified Bidder - KPPL**	**Value**	**Unit**
1	No. of years of experience in Real Estate Sector as Developer	134.50 lakh sqft; Turnover Rs.6000 Cr	15 years
2.	Experience in Turnaround of sick/stressed assets where RA has more than 26% stake	Bollineni Group had earlier submitted resolution plan of CIRP driven BCIL Zed Ria Properties in Bengaluru. They have successfully turned around the same & now renamed it as ***Bollineni Renata***. The project is about 3.50 lakh sqft with a turnover of over Rs.168 Cr..	

The Resolution Applicant meets the criteria provided by the CoC and is also eligible under Section 29A of the Code, affidavit regarding the same is at **Annexure L Further**, the due diligence report under Regulation 36A (8) has been submitted as **Annexure J** to the Instant Application, confirming the eligibility of the SRA.

5. **FEASIBILITY AND VIABILITY OF THE PLAN:**

The RP has filed a memo on 26.09.2025 explaining the **feasibility and viability of the Plan.** According to him, the CoC had deliberated over the Resolution Plan ("Plan") submitted by M/s Krishnaiah Projects Private Limited, and found it to be feasible and viable on the SRA informing it of the enormous funding to be received from ***WSB Real Estate Partners Pvt. Ltd*** and ***Kotak Mahindra Bank***. The in-principle support letter has given by WSB Real Estate Partners Pvt. Ltd for an amount of Rs. 100,00,00,000. Further, the promoters, whole-time directors, and directors of the SRA are highly qualified professionals with extensive experience in the promotion and development of real estate projects. The SRA having over 15 years of experience in the field, possesses an experience in turnaround of sick/ stressed assets and the SRA has successfully undertaken projects in Bangalore, Chennai, Hyderabad, Mysore, and even Dubai. Given that the Corporate Debtor is also engaged in the real estate sector, the SRA would, in fact, be an ideal fit in the present scenario. SRA has a net owned funds of Rs. 42.91 Crores as per the audited financials for F.Y. 2023-24, and Rs. 65 Crores as per the draft financials for the F.Y. 2024-25 along with the required borrowing capacity to raise construction finance to complete the project, and enables the feasibility and viability of the Plan.

6. **SOURCE OF FUNDS AND PERFORMANCE BANK GUARANTEE:**

The clause 3.17 of the Resolution Plan states that successful Resolution Applicant has a net worth of Rs.42.91 Crore and funds for completing the project will be raised through equity share capital and quasi-equity share capital to the extent of Rs.20 Crores in 2 tranches from the Promoters of the Successful Resolution Applicant and an in principle sanction letter for Rs.100 Crore has been obtained from M/s. Walton Real Estate Partners. Thereafter in compliance of order dated 22.08.2025. Applicant had filed the in-principle sanction letter obtained from M/s. Walton Real Estate Partners by the Successful Resolution Applicant for 100 Crores vide memo filed on 26.09.2025. Further, the Directors/Chairman of the SRA having a net-worth of Rs.6,05,73,07,779 as per Net Worth certificate of Directors/Chairman of the SRA, copy whereof is filed in memo dated 26.09.2025. The SRA has net owned funds of Rs. 42.91 Crores as per the audited financials for F.Y. 2023-24, and Rs. 65 Crores as per the draft financials for the F.Y. 2024-25. The SRA has furnished the Performance Bank Guarantee **Annexure –K,** of Rs.1,50,00,000 with validity till 20.05.2027.

7. **CAPITAL RESTRUCTURING**

   The Plan does not propose any reduction of share capital; however, the entire issued, subscribed, and paid-up share capital of the Corporate Debtor shall be cancelled and Resolution Applicant de facto shall acquire 100% of the outstanding shares of the Corporate Debtor from the erstwhile promoters. Hence, SRA will be holding 100% share capital.

8. **AVOIDANCE TRANSACTIONS, PENDING LITIGATION & IBBI FEE:**

   The Applicant vide memo filed on 26.09.2025 stated that the CoC in its 20^{th} Meeting held on 07.05.2025 has passed a resolution with requisite majority that HDFC Bank along with other members of the CoC i.e. Homebuyers will be pursuing the applications for avoidance transaction filed under Section 66 of the Code, on approval of the resolution plan, bear the incidental costs associated with such application on behalf of CoC, and be the exclusive beneficiaries of the proceeds arising from the said application. The net proceeds, after deducting the incidental costs incurred, shall be distributed among such participating creditors in proportion to their respective admitted claims. The Applicant at para 11 of the Form-H has stated that amount of Regulatory fee payable (0.25%) to the Board under Regulation 31A is ***Rs. 4,85,716*** and the SRA in clause 3.8 of the Plan has stated that any applicable IBBI regulatory fee would be paid by the SRA. Further it is stated in Clause 3.19 of the Plan that the Cases filed by home buyers on the corporate debtor before any judicial forum, for any defects/liability in the work done by the Corporate Debtor prior to CIRP period have to be treated as withdrawn, once the Resolution Plan is approved. All existing home buyers agree not to approach RERA or any other Consumer Forum Authority against the Resolution Applicant, in respect of matters prior to the approval of the Resolution Plan and the Resolution Applicant will not have any liability in relation to any litigation pending with the corporate debtor in relation to any matter connected to its business, pertaining to the period prior to CIRP.

9. Heard ***Sh. Abhijit Atur, Advocate***, learned counsel for the RP and carefully perused the pleadings on record.

10. On 22.08.2025, following order was passed:

".....On perusal of the Resolution Plan, it is noticed that the following documents have to be filed ::
a. Affidavit regarding the avoidance transactions as to which member of the CoC will continue proceedings relating to avoidance transactions after the Approval of the Resolution Plan and how the proceeds of the avoidance transactions will be distributed among various Creditors of the Corporate Debtor in the event of its realization;
b. The complete Physical/e-voting sheet of minutes of 20^{th} CoC meeting wherein the Resolution Plan of the Corporate Debtor was approved needs to be filed;
c. Valuation Report of the Corporate Debtor has not been attached with the Resolution Plan;
d. In so far as the Source of Funds for the Resolution Plan is concerned, the clause 3.17 of the Resolution Plan states that it will be through equity share capital and quasi-equity share capital to the extent of 20 Crores in 2 tranches from the Promoters of the Successful Resolution Applicant and an in principle sanction letter for Rs.100 Crore has been obtained from M/s. Walton Real estate Partners. However, the resolution Plan does not contain the said in-principle- sanction letter. The RP is directed to file said in-principle sanction letter for Rs.100 Crore obtained by the Successful Resolution Applicants from M/s. Walton Real estate Partners;
e. The clause 3.17 of the Resolution Plan states that successful Resolution Applicant has a net worth of 42.91 Crore. But there is no document supporting the same. The Net-worth Certificate as on 31.03.2025 of the directors of the successful Resolution Applicant and the Audited balance sheet as on 31.03.2024 and 31.03.2025 of the SRA Company needs to be filed;
f. The Form- H attached with the plan states that clause 3.4 of the Resolution Plan demonstrates how the Resolution Plan is feasible and Viable. However, a bare reading of clause 3.4 nowhere shows how the Resolution Plan is feasible and viable. The RP is directed to file an affidavit explain how the Resolution Plan is feasible and Viable.

In compliance, the Applicant has filed memo on 26.09.2025 and same is taken on record.

SALIENT FEATURES OF THE RESOLUTION PLAN:

11. Post commencement of CIRP, CoC was constituted by the RP. The details of the creditors, the distribution of voting share among them and the position of voting for the Resolution Plan is as under (**Para 6** of Form H):

Sl.	Name of Creditor	Voting Share (%)	Voting for Resolution Plan (Voted for/ Dissented/ Abstained)
1.	Housing Development Finance Corporation HDFC	37.02%	Voted for
2.	Class of Creditors – Home Buyers	62.98%	Voted for
	Total	**100.00**	

12. The details of stakeholders and the amounts provided for them under the Resolution Plan is given in **Para 7B** of Form H, given below:

(Amount In Rupees)

Stakeholder Type	Amount(s)				Payment schedule
	Amount Claimed (In Rs.)	**Amount Admitted (In Rs.)**	**Realizable Amount under the Plan (In Rs.)**	**Amount Provided to amount claimed** (%)	
Secured Financial Creditors					
Creditors not having a right to vote under sub-section (2) of section 21	Nil	Nil	Nil	Nil	Nil
Dissenting	Nil	Nil	Nil	Nil	Nil
Assenting	21,29,54,162	13,27,06,591	5,75,00,000	43.32%	T+ 12 Months - Rs. 2.50 Crores T+ 18 Months - Rs. 3.25 Crores
Unsecured Financial Creditors					
Creditors not having a right to vote under sub-section (2) of section 21	Nil	Nil	Nil	Nil	Nil
- Dissenting	Nil	Nil	Nil	Nil	Nil
- Assenting	32,65,34,053	22,63,35,155	13,49,80,474	59.6%	Three Different options are proposed to Homebuyers. (Para 3.10 at Page 38 of the Plan)
Operational Creditors					
(i) Government	2,05,11,671	2,05,11,671|	14,69,539	7.2%	T+12 months
(ii) Workmen - PF dues - Other dues	Nil	Nil	Nil	Nil	Nil
(iii) Employees - PF dues - Other dues	Nil	Nil	Nil	Nil	Nil
(iv)Other Operational creditors	Nil	Nil	Nil	Nil	Nil
Other Debts and Dues	44,15,169	33,63,490	3,36,349|	10%	T+18 Months
Shareholders	Nil	Nil	Nil	Nil	Nil
Total	**56,44,15,055**	**38,29,16,907**	**19,42,86,362**	**50.74%**	

*T= Date of receipt of certified copy of Approval of the Resolution Plan from the Adjudicating Authority.

13. The compliance of the Resolution Plan as per Form H is hereunder:

Section of Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance Y/N	Relevant Clause
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	Y	Provided during EOI stage
Section 29A	The Resolution Applicant is eligible to submit	Y	Not applicable

	resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority.		
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	Y	Annexure L to the application for plan approval.
Section 30(2)	The Resolution Plan- (a) provides for the payment of insolvency resolution process costs.	Y	Clause 3.8 at Page 35
	(b) provides for the payment of the operational creditors.	Y	Clause 3.11 at Page 46
	(c) provides for the management of the affairs of the Corporate Debtor.	Y	Clause 3.18 at Page 52
	(d) provides for the implementation and supervision of the Resolution Plan.	Y	Clause 3.23 at Page 59
	(e) does not contravene any of the provisions of the law for the time being in force.	Y	Clause 3.21(3) at Page 57
Section 30(4)	The Resolution Plan (a) is feasible and viable, according to the CoC	Y	Minutes of Meeting of CoC and voting results attached as Annexure I to the. application.
	(b) has been approved by the CoC with 66% voting share	Y	
Section 31(1)	The Resolution Plan has provisions for its effective implementation plan, according to the CoC	Y	Clause 3.16 at Page 52
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	Y	Clause 3.11 at Page 46
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	Y	Clause 3.12 at Page 49
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. If Applicable the Resolution Applicant has submitted the statement giving details of such non-implementation	Y	Clause 3.21(4) at Page 57
Regulation 38(2)	The Resolution Plan provides:	Y	
	(a) the term of the plan and its implementation schedule	Y	Clause 3.16 at Page 51
	(b) for the management and control of the business of the Corporate Debtor during its term	Y	Clause 3.18 at Page 52
	(c) Adequate means for supervising its implementation	Y	Clause 3.23 at Page 59
Regulation 38(3)	The resolution plan demonstrates that –		
	(a) it addresses the cause of default	Y	Clause 2.3 at Page 20
	(b) it is feasible and viable	Y	Clause 3.4 at Page 31
	(c) it has provisions for its effective implementation	Y	Clause 3.16 at Page 51
	(d) it has provisions for approvals required and the timeline for the same	Y	Clause 3.16 at Page 51
	(e) the resolution applicant has the capability to implement the resolution plan	Y	Clause 1.5 to 1.12 at Pages 6 to 16
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	Y	Clause 3.15 at Page 50
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.	Y	Attached as Annexure K to the application.

14. At this juncture it is necessary to refer to Section 30(2) of IBC which is as follows:

"30. Submission of Resolution Plan:
.....
(2) The resolution professional shall examine each Resolution Plan received by him to confirm that each Resolution Plan-
(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the 3[payment] of other debts of the corporate debtor;
(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than the:
i. amount to be paid to such creditors in the event of liquidation of the corporate debtor under section 53; or
ii. the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53, whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the Resolution Plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the Corporate Debtor.
Explanation 1. – For removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.
Explanation 2. – For the purpose of this clause, it is hereby declared that on and from the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the provisions of this clause shall also apply to the corporate insolvency resolution process of a corporate debtor-
(i) where a Resolution Plan has not been approved or rejected by the Adjudicating Authority;
(ii) where an appeal has been preferred under section 61 or section 62 or such an appeal is not time barred under any provision of law for the time being in force; or
(iii)where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a Resolution Plan;
(c) provides for the management of the affairs of the Corporate Debtor after approval of the Resolution Plan;
(d) The implementation and supervision of the Resolution Plan;
(e) does not contravene any of the provisions of the law for the time being in force
(f) conforms to such other requirements as may be specified by the Board."

15. **REGULATORY COMPLIANCES:**

The compliance of Section 30(2) of the Code is given in Annexure to Form-H (supra). The same is being further examined as under:

a) **Section 30(2)(a):** As per the Code, CIRP Costs at actuals shall be made in priority over other debts of the Corporate Debtor. As per the Information Memorandum (IM), CIRP Costs are estimated to be ***Rs.72.50 lakhs*** and additional costs up to conclusion of CIRP, as approved by the COC and as permitted under IBC and its Regulations, would be paid by the Resolution Applicant. This payment will be in priority to all the items of the expenditure under the project. It is understood that during the course of CIRP, the CIRP costs have been borne by the financial creditors and while reimbursing the same, interest of 8% (simple rate) is to be paid. This amount will be paid, as per calculation given by the RP and approved by the COC within the overall cap of Rs 80 lakhs. In case the CIRP costs exceed Rs.80 lakhs, the excess amount over Rs 80 Lakhs would be met proportionately from the amounts proposed to be paid to the financial creditors.

b) **Section 30(2)(b):** As per Section 30(2)(b) of IBC Code, 2016 payment of debts of Operational Creditors should be in such a manner as may be specified by the Board, which shall not be less than the amount to be paid to the Operational Creditors in the event of liquidation of Corporate Debtor under Section 53. The Resolution Plan provides for payment to the operational creditors in the Clause 3.11 at Page No. 35 of the Resolution Plan and the details of payment by the Resolution Applicant towards the claims of operational creditors is as follows.

i. **Operational Creditor (Other than Employees & Statutory Dues)-** As per Information Memorandum, no claims have been received from any operational creditors for goods and services due to which the SRA need not propose any payment towards such claims.

ii. **Operational Creditor (Workmen &Employees)-** As per the IM, no claims have been received from any workmen and employees due to which SRA need not propose any payment towards such claims.

iii. **Operational Creditor (Statutory Dues)-** All Statutory Dues, and Claims in relation thereto, shall be fully and finally settled by making the payment of an amount of up to INR 40,00,000 (Indian Rupees forty lakhs), in aggregate, (the "Statutory Dues Settlement Amount") to the Governmental Authorities on a pro-rata basis;

S. No.	Name of the Govt Department	Principal amount admitted (in Rs.)	Settlement amount proposed (in Rs.)	Repayment Period
1.	Assistant Commissioner of Commercial Tax	8,24,157	2,06,039	Payment will be made in the month in which the RERA approval is received for the plan of the Resolution Applicant. In any case payment would be made before the end of 12 months from the date of receipt of approval of NCLT for the resolution plan
2.	Asst. Commissioner of Central Tax	50,53,998	12,63,500	

	Total	**58,78,155**	**14,69,539**	

It is further clarified that in terms of Regulation 38(1) of the CIRP Regulations, all amounts due to the operational creditors under the Plan shall be given priority in payment over the Financial Creditors and there are no dissenting financial creditors as both the Financial Creditors voted in favour of the resolution plan submitted by the SRA for the Corporate Debtor.

c) **Section 30(2)(c):** Clause 3.18 of the plan discusses the Management, it states that after the approval of the Plan, 'The SRA shall de facto acquire 100% of the outstanding shares of the corporate debtor from the erstwhile promoters. Other approvals, if any, from ROC/MCA etc. will also be obtained. The acquisition of corporate debtor's shares and take-over of the management of the corporate debtor is proposed to be achieved in compliance with NCLT's orders. Also, SRA will put in place a technical team (such as engineers and Architects) headed by General Manager (Projects). They will be supported by a Marketing Head and a Finance Head. An Architect is also proposed to be hired for a state-of-the-art building plan. The CEO of KPPL will oversee the project implementation.

d) **Section 30(2)(d):** The Monitoring Committee shall be constituted by the Resolution Applicant as per the instructions of CoC to supervise the implementation of the Resolution Plan. Monitoring Committee shall comprise: of the following members to oversee the implementation of resolution plan.

- Resolution Professional;
- One member of the Resolution Applicant
- Three member nominated by the Committee of Creditors.

The costs involved in its meetings, visits etc. and the fee of the RP will be borne by the Resolution Applicant within reasonable limits, as per requirements and as per prior approvals, until the dues of the creditors are fully paid off or until all the home buyers are delivered the apartments. The Sales and Marketing team of the RA would also be available for any support required by the home buyers and RA will ensure that all the requirements and needs of the customers are taken care of to the maximum extent possible.

e) **Section 30(2)(e):** The Resolution Applicant at Clause 3.21(3) at Page 57 of the Plan confirms that the Resolution Plan is not in contravention of any of the provisions of the applicable laws for the time being in force.

f) **Regulation 36B (4A)** - The Resolution Applicant has already submitted EMD at the time of submission of EOI. In addition, the SRA has also furnished the Performance Bank Guarantee of Rs.1,50,00,000 with ***validity till 20.05.2027*** which is at **Annexure –K** to the Application.

g) It is submitted that the Resolution Plan complied with Regulation 38 of the Insolvency and Bankruptcy Board of India (Insolvency process for Corporate Persons) Regulations, 2016 which are as follows:

   1) **Regulation 38(1):** Clause 3.11 on Page 46 of the Plan, is in compliance with Regulation 38(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 the amount due to the operational creditors under the Resolution Plan has been given priority in payment over financial creditors.

   2) **Regulation 38(1A):** Clause 3.12 at pg no.49 of the plan states that the Resolution Applicant has considered the interest of all the stakeholders and has accordingly proposed to make payment ito the stakeholders in the following manner:

Clause in Plan	**Application of Funds**	**Admitted Amount (in Rs.)**	**Amount proposed (in Rs.)**	**Timeline**	**Remarks**
3.8 page 35	CIRP Costs		80,00,000		Plan payment of CIRP costs subject to a maximum amount of Rs 80 lakhs including interest at 8% and applicable regulatory fees. This payment will be in priority to other expenditure. If costs exceed Rs.80 Lakhs. the excess will be proportionately adjusted against the payment to financial creditors. These payments will be made from the initial capital raised by the Resolution Applicant.
3.9 page 36	Secured Financial Creditors	13,27,06,591	5,75,00,000	2 tranches in 18 months	Proposed payment would be payable as under: a:Rs. 2.50 Cr proposed to

					be paid in the month of RERA Approval for the revised plan, b Rs. 3.25 Cr proposed to be paid in 180 days from the date of receipt of RERA Approval for the revised plan.
3.10 page 38	Unsecured Financial Creditors Homebuyers	22,63,35,155	13,49,80,474	T+55 Months T+24 Months Depends on the New project opted by the homebuyers	Homebuyers have the option to: a. **Option 1:** Take the completed apartment and pay pending dues as per the original sale agreement, plus Rs.2,500/sq.ft. (plus applicable and charges) for the existing area and Rs.26,500/sq.ft. for any additional area in the revised plan or, b. **Option 2:** Opt out of the project and the RA proposes to pay such homebuyers the amount admitted as principal amount. This amount would be paid to the home buyer concerned in 3 tranches over a period of 24 months c. **Option 3**: Exit the current project and invest in any ongoing or upcoming KPPL project. where offered rates are competitive
	Operational Creditors (Workmen & Employees)	NIL	NIL	NIL	No claims have been received from any Workmen and Employees
3.11 page 46	Government/ Statutory liability	2,05,11,671	14,69,539	T+12 Months	RA proposes to settle their claims by offering 25% of the principal amount of their claim. Payment will be made in the month in which approval from RERA is received, In any case payment will be completed within 12 months from the date of the NCLT approval.
	Operational Creditors (Goods &services)	NIL	NIL	NIL	No claim has been received from operational creditors other than Govt. authority.
3.11 page 48	Other Creditors	33,63,490	3,36,349		Other Creditors will be paid 10% of the RP-admitted claim amount.

	Equity Shareholders	NIL	NIL	NIL	No amount proposed.
	Total	**38,29,16,907**	**20,22,86,362**		

3) **Regulation 38(1B):** As mandated under Regulation 38(1B) of the CIRP Regulations, the Resolution Applicant confirms in *Clause 3.21* on Pg. 49 of the Plan that as on date the Resolution Applicant or any of its related parties has not failed to implement or contributed to the failure of implementation of any Resolution Plan approved under the code.
4) **Regulation 38(3)(a):** Clause 2.3 at pg. No.20 of the plan deals with cause of default by stating that the primary cause of the Corporate Debtor's failure stems from shortcomings in its management, coupled with the impact of demonetization and the downturn in the real estate sector. Accordingly, the SRA has concluded that no extraneous or external factors need to be taken into account while formulating the present Resolution Plan. The Successful Resolution Applicant deals with the cause of default by submitting a Resolution Plan with an intent to resolve the insolvency of the Corporate Debtor and primarily maximize the value of the assets of the Corporate Debtor by addressing the interests of the financials creditors inclusive of the homebuyers. Further, as per Clause 3.1 of the Plan relating to Cost Estimation of project and mode of funding where the analysis of the SRA demonstrates that SRA would be able to recover its capital and cost of capital, while also generating a profit upon completion of the project. Thus, the Resolution Plan addresses the various causes of default and is in accordance with Regulation 38(3) (a).
5) **Regulation 38(3) (b):** The RP has filed a memo in 26.09.2025 explaining the **feasibility and viability of the Plan** and stating that CoC had deliberated into the Resolution Plan ("Plan") submitted by M/s Krishnaiah Projects Private Limited, SRA, and has determined it to be feasible and viable on account of the SRA informing the COC of the enormous funding to be received from WSB Real Estate Partners Pvt. Ltd and Kotak Mahindra Bank. The in-principle support

letter has been given by WSB Real Estate Partners Pvt. Ltd for an amount of Rs. 100,00,00,000. Further, the promoters, whole-time directors, and directors of the SRA are highly qualified professionals with extensive experience in the promotion and development of real estate projects and have the required borrowing capacity to raise construction and finance to complete the project which enables the feasibility and viability of the Plan.

6) **Regulation 38(3)(c)** The repayment to various creditors will be| completed within 2 years of plan approval. In case home buyers choose to opt for home instead of refund, construction will be completed and Occupation of Certificate will be applied within 57 months of plan approval. Further, Clause 3.6 of the Plan lays down the Implementation Schedule produced below, for reference:

	Particulars	**Timeline**
A	Date of receipt of certified copy of the order of the NCLT giving approval of the Resolution Plan	T
B	Payment of CIRP Costs	T +90 days
C	Time Required for revalidation/renewal of BMRDA Licence for the project and other approvals, Environmental Clearance, and so on.	T+12 months
	Approval of RERA for building plan/Project	T+12 months
	Settlement of creditors under CIRP	Within T+24 months*
	Commencement of the Construction.	T+13 months
	Completion of the Construction of the Project	T+13+42 i.e. 55 months
	Submission of application for OC of the project	T+57 months

T: Date of receipt of the certified copy of the order of the NCLT giving approval of the Resolution Plan.
**With a grace period of 6 months for unforeseen circumstances*

Clause 3.23 of the Plan talks about constitution of a Monitoring Committee to oversee the entire process and to further ensure that the all of the necessary rules and regulations under the Insolvency and Bankruptcy Code, 2016 are complied with. The SRA has requested for a grace period of 6 months for settlement of amounts due to creditors under CIRP if there are any unforeseen circumstances. ***This Adjudicating Authority has gone through and examined the said prayer but does not find any justification for the same when already***

sufficient period will be at the disposal of SRA to arrange funds to meet the undertaken obligation.

(d): Regulation 38(3): The time-line for approvals of Resolution Plan is stated in Clause 3.6 of the Resolution Plan. On the approval of the Resolution Plan, the Resolution Applicant through the Corporate Debtor will begin the process of obtaining necessary sanctions, approvals, and licences as per the implementation schedule and the same is tabled below**:**

S.No	**Nature of Approval**	**Name of Applicable Law**	**Name of Authority who will grant Approval**
1	IBBMP/BMRDA	Karnataka Town and Country Planning Act, 1961	BMRDA
2	Environmental Impact Assessment	Environment Protection Act,1986	Ministry of Environment, Forest and Climate Change (MoEFCC) / State Environmental Impact Assessment Authority (SEIAA)
3	Pollution Control	Water (Prevention and Control of Pollution) Act,1974;Air (Prevention and (Control of Pollution) Act, 1981	Karnataka State Pollution Control Board (KSPCB)
4	Clearance from Airport Authority	Aircraft Act, 1934 and related regulations	Airports Authority of India (AAI)
5	BESCOM for Power	Electricity Act, 2003	Bangalore Electricity Supply Company (BESCOM)
6	Clearance for Telecom	Indian Telegraph Act, 1885	Department of Telecommunications (DoT)
7	Fire Department for Fire Safety	Karnataka Fire Force Act, 1964	Karnataka State Fire and Emergency Services
8	Airforce Station	Aircraft Act, 1934	Directorate General of Civil Aviation (DGCA)/Ministry of Defense
9	BWSSB for Water and Sewage	Bangalore Water Supply and Sewerage Act, 1964	Bangalore Water Supply and Sewerage Board (BWSSB)
10	RERA	Real Estate (Regulation and Development) Act,2016	Karnataka Real Estate Regulatory Authority, (KRERA)

h) **Regulation 38(3)(e):** Clause 1.5 to 1.12 at Pages 6 to 16 of the Plan lays emphasis on the capability of the SRA to implement the Resolution Plan. The SRA, Krishnaiah Projects Private Limited, is a part of the Bollineni Group incorporated on 17.06.1996 having its registered office at M.No. 8-2-502/1/A, Jivi Towers, Road No. 7, Banjara Hills, Hyderabad, Telangana - 500 034. The SRA's group is now one of the top 5 infrastructure Companies of India and is renowned as one of India's leading and most successful business groups. Since the SRA is involved in real estate development, the SRA's expertise is tailor-made to the requirements of the Corporate Debtor, which too are involved in the same field

i) The Resolution Professional has certified that the Resolution Plan is not subject to any contingency in Para 16 of Form-H. Further, in Para 2 it is certified that the Resolution Plan complies with all the provisions of Insolvency and Bankruptcy Code, 2016 and the Regulations thereunder and also does not contravene any of the provisions of the law for the time being in force. Further, the SRA has submitted an affidavit under section 30(1) of the Code confirming its eligibility under Section 29A of the Code to submit the Resolution Plan. It is further certified that the Resolution Plan has been approved by the CoC in accordance with the provisions of the Code and the CIRP Regulations made thereunder. The Resolution Plan has been approved with 100% vote share after considering all the requirements specified by the CIRP Regulations.

j) **Reliefs and Concessions**: In Clause 3.20 of the Plan, the Resolution Applicant has urged for exemption of compliance in relation to Companies Act, 2013, Taxes (Direct & Indirect) & Stamp Duty as well as Specific Laws, other Government Approvals as applicable to the Corporate Debtor and any other amounts payable by the Corporate Debtor to the Land owners in terms of existing JDA's be declared null and void.

The Prayer has been examined and it is observed that for such reliefs and exemptions, the Resolution Applicant will have to approach the respective statutory authorities for being accorded and decided as per the provisions of concerned existing laws and landmark judgements. Further, the approval of the Resolution Plan shall not in itself be construed as waiver of any statutory obligations/liabilities and any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned in light of the Judgment of Supreme Court in ***Ghanshyam Mishra and Sons Private Limited v/s. Edelweiss Asset Reconstruction Company Limited (Civil Appeal no. 8129 of 2019).***

16. **DECISION OF THE ADJUDICATING AUTHORITY:**

In the circumstances and for the aforesaid reasons, the incumbent application bearing **I.A.(Plan) No. 4 of 2025** is allowed and accordingly:

i. **The Resolution Plan marked as Annexure H, submitted by M/s. Krishnaiah Projects Private Limited in respect of the Corporate Debtor, is hereby approved.**

ii. The representation of the Committee of Creditors in the Monitoring Committee, constituted for overseeing the implementation of the approved Resolution Plan, shall be undertaken by the Secured Financial Creditor and the Homebuyers expeditiously.

iii. The Resolution Plan so approved shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the Resolution Plan.

iv. Under the provisions of section 31(3) of the Code, **we also direct as under**:

   a. The moratorium imposed vide order dated 28.02.2023 in the main Company Petition ceases to operate from the date of this order.

   b. The resolution professional shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the Board to be recorded/uploaded on its database.

v. Further, the Resolution Professional is directed to handover the management, control and all the assets, documents/records in physical and/or digital form to the Successful Resolution Applicant immediately and the resolution professional will stand discharged of his responsibilities of such position.

vi. It is clarified that this order shall not be construed as an order granting exemption from payment of stamp duty, taxes or charges, if any, payment due or required in accordance with law or in respect to any permission/compliance with or anything specifically required under any law to be done/performed etc for the time being in force.

vii. In case of non-compliance/non-implementation/failure in implementation of this order or withdrawal of the Resolution Plan by the Successful Resolution Applicant, the RP shall forfeit the EMD/Performance Guarantee or any further amount paid as per the terms of the resolution plan without any recourse to this Authority. The Resolution Applicant shall also be liable to further compensate for the delay, deprivation and diminish prospects of CD in that event, as may be determined by this Authority.

viii. The SRA is directed to initiate the process of obtaining RERA approval within 10 working days of the date of receipt of this Order.

ix. The approved Resolution Plan is effective forthwith and the Monitoring Committee shall submit a **quarterly report** on implementation of Resolution Plan until conclusion of all obligations thereunder.

-Sd/-	**-Sd/-**
RADHAKRISHNA SREEPADA	**SUNIL KUMAR AGGARWAL**
MEMBER (TECHNICAL)	**MEMBER (JUDICIAL)**