



IN THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI - BENCH-VI

IA (I.B.C) (Plan) No. 102/MB/2024

in

CP (IB) No. 1046/MB/2023

[Under Sections 30(6) and 31 of the Insolvency and Bankruptcy Code, 2016 r/w Regulation 39(4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016]

MR. DINESH KUMAR DEORA

[Registration No. IBBI/IPA-002/IP-N00958/2020-2021/13041]

RESOLUTION PROFESSIONAL OF

SNEHANJALI AND S.B. DEVELOPERS PRIVATE LIMITED

B-202, ABT Apartment

Near Navjivan School, Rani Sati Marg, Malad (East)

Mumbai-400097, Maharashtra.

...Applicant

IN THE MATTER OF:

MR. SANTOSH ANANDA SHETTY AND ORS.

...Financial Creditors

V/s

SNEHANJALI AND S.B. DEVELOPERS

PRIVATE LIMITED

...Corporate Debtor

Pronounced: 12.02.2025

CORAM:

HON'BLE SHRI K. R. SAJI KUMAR, MEMBER (JUDICIAL)

HON'BLE SHRI SANJIV DUTT, MEMBER (TECHNICAL)

Appearances: Hybrid

Applicant/RP: Sr. Adv. Vikram Nankani a/w. Adv. Nishit Dhruva, Adv. Niyati

Merchant & Adv. Yash Dhruva i/b. MDP Legal

Successful Resolution Applicant: Adv. Kamini Pansare i/b. VM Legal

ORDER**[PER: K. R. SAJI KUMAR, MEMBER (JUDICIAL)]****1. BACKGROUND**

1.1 This **IA (I.B.C) (Plan) No. 102/MB/2024** is filed by Mr. Dinesh Kumar Deora, the Applicant/Resolution Professional (RP) on behalf of the Committee of Creditors (CoC) of Snehanjali and S.B. Developers Private Limited, the Corporate Debtor (CD), for seeking approval of the Resolution Plan (Plan), under Section 30(6) read with Section 31 of the Insolvency and Bankruptcy Code, 2016 (IBC) and Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Process for Corporate Persons) Regulations 2016 (CIRP Regulations), submitted by La Mer Developers Private Limited in consortium with Neel Builders and Developers, i.e., Successful Resolution Applicant (SRA) and duly approved by 83.46% voting share of the CoC. The result of e-voting was declared on 10.10.2024.

2. CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP)

2.1 This Adjudicating Authority (AA) *vide* order dated 07.03.2024, in C.P.(IB) No.1046/MB/2023, admitted the CD into Corporate Insolvency Resolution Process (CIRP) filed by Mr. Santosh Ananda Shetty and 66 (Sixty-Six) other homebuyers as Financial Creditors (FCs) of the CD under Section 7 of the IBC. The said decision of the AA was challenged by Mr. Shekhar Vishwanathan, ex-director of the CD by filing an Appeal before Hon'ble NCLAT; however, the said Appeal was dismissed by the Principal Bench of the Hon'ble NCLAT, New Delhi *vide* order dated 26.09.2024 in Company Appeal (AT) (Ins) No. 706 of

2024. The Applicant was appointed as the Interim Resolution Professional and later confirmed as the RP for conducting CIRP of the CD.

2.2 Public announcement as per Regulation 6 of the CIRP Regulations in Form A was made on 09.03.2024, for inviting claims from creditors, workers, and employees of the CD under Section 15 of the IBC, with 21.03.2024 as the last date for receipt of claims. Pursuant to publication of Form A, the CoC was constituted on 26.03.2024, comprising of only the Authorised Representative (AR) of the Homebuyers. Mr. Manish Dawda, Insolvency Professional was selected as AR of the class of creditors (Homebuyers) under Regulation 16A (1) of the CIRP Regulations.

2.3 On the basis of the claims received from Homebuyers and other creditors, the CoC was constituted on 26.03.2024. On account of receipt of several claims from the Homebuyers, the CoC was subsequently reconstituted and the list of creditors updated on many occasions which was taken on record by this Bench *vide* order dated 17.05.2024 in IA(IBC) No. 2432/2024; order dated 28.06.2024 in IA(IBC) No. 3239/2024; and order dated 12.12.2024 in IA(IBC) Nos. 5050/2024; 5060/2024 & 5566/2024.

2.4 In the first CoC meeting dated 02.04.2024, the RP apprised the appointment of two registered valuers as well as Transaction Auditor and Project Management Consultant for providing technical report about the pendency of the Project in Mumbai. It was decided by the CoC/Homebuyers not to allow the past developers/home buyers to participate in the Expression of Interest (EoI). The issuance of Form G and marketing strategy for the CD's assets was discussed in the second CoC meeting dated 29.04.2024.

2.5 Pursuant to second CoC meeting, EOI in Form G was invited on 05.05.2024

with 20.05.2024 as the last date for submission of EOI. In the eligibility criteria for Resolution Applicant (RA) of Form G, it was clearly stated that the existing homebuyers and past developers associated with the CD as well as their related/connected entities were not eligible. However, this condition for submitting EOI as RAs was rejected by this Tribunal *vide* order dated 14.08.2024, in *Harsh Sawla and Dinesh Chaplot Vs. Dinesh Kishore Deora* [IA(IBC) No. 3693/2024 in CP(IB) No. 1046/2023], wherein the homebuyers/Applicants were permitted to submit their EOI.

2.6 After the publication of fresh Form G, the CoC, at its third meeting dated 10.06.2024 was informed that the Applicant had received EOIs from thirteen Prospective Resolution Applicants (PRAs) until 20.05.2024. After verification of received EOIs, the RP circulated the provisional list of PRAs before the CoC on 31.05.2024, and gave time to the PRAs for objections to be submitted by 05.06.2024. Later, the Final List of PRAs was circulated on 14.06.2024 by the RP. The draft of the Request for Resolution Plan (RFRP) & Evaluation Matrix (EM) was discussed and approved by the CoC through e-voting in the third CoC meeting.

2.7 After confirmation of the draft of RFRP & EM, the Applicant shared the RFRP, Information Memorandum (IM) and the EM with all the PRAs on 19.06.2024 pursuant to which the PRAs conducted their due diligence. Out of twelve PRAs, seven of them visited the Housing Project (Project) of the CD. The RP stated that the last date for submission of resolution plan by the PRAs was 20.07.2024. Later, the CoC extended time for submission of resolution plan up

to 03.08.2024, upon requests from three PRAs in its fourth meeting dated 11.07.2024. Even after the issuance of RFRP, the RP received claims from Homebuyers including the one Ms. Babali Gawas whose claim was allowed in the fourth CoC meeting and this Tribunal had allowed the same *vide* order dated 10.10.2024 in IA(IBC) No. 4746/2024. The RP informed the CoC that he had received four resolution plans from the PRAs by 03.08.2024, as under:

Sr. No.	Name of PRA
1.	Alpine Infraheights LLP
2.	Monica Shah
3.	Lamer Developers Limited in consortium with Neel Builders and Developers
4.	Mr. Sumit Kamalia in consortium with Raunak Vraj Upscale LLP

2.8 The RP received the request for modification of the resolution plan from Mr. Sumit Kamalia on 07.08.2024. After seeking legal opinion, the RP rejected the request for modification since the RFRP approved by the CoC did not contain modification clause.

2.9 The opening of the resolution plan was originally scheduled for 07.08.2024 i.e., the date of fifth CoC meeting. However, it was cancelled on account of stay granted by this Tribunal *vide* order dated 07.08.2024, in *Harsh Sawla and Dinesh Chaplot Vs. Dinesh Kishore Deora.*, [IA(IBC) No. 3693/2024 in CP(IB) No. 1046/2023]. Pursuant to the order dated 14.08.2024 in the aforesaid IA, the RP received the EOI from the Homebuyers through their entity, KH

Erectors LLP on 24.08.2024 but no resolution plan was submitted by them.

Later, the fifth CoC meeting was held on 26.08.2024 wherein the four resolution plans were opened for their legal verification and compliance of the IBC and other applicable laws.

2.10 The CIRP period was extended to 02.11.2024 (by 60 days beyond 180 days of CIRP) *vide* order dated 29.11.2024 in IA(IBC) No. 5543/2024, which was filed by the Applicant for extension of CIRP period. The present I.A. has been filed by the RP seeking approval of this Tribunal for the plan submitted by the Resolution Applicant (RA), after being approved by the CoC.

2.11 The RA has provided to the RP affidavit dated 02.08.2024, confirming its eligibility under Section 29A of the IBC for the purpose of submitting the plan. After verification of Section 29A certificate and the legality of its resolution plan, the RP sent the notice/email dated 23.09.2024 to the AR for providing the Agenda of the sixth CoC meeting along with the copies of all the four resolution plans. On the same date, the RP received the email from '02 Flat Owners Association', a Committee of Homebuyers, wherein they sought meeting with the RAs over the said resolution plans.

2.12 In the sixth CoC meeting dated 25.09.2024, the submitted resolution plans were discussed and the CoC passed the resolution for voting on the resolution plans. The request for modification of their plans by Alpine and Sumit Kamalia was rejected by the RP and the minutes of the said CoC meeting was circulated *vide* email dated 27.09.2024. On 29.09.2024, the RP was informed by '02 Flat Owners Association' by email that their queries regarding the plans were resolved pursuant to their meeting with the RAs. Through email dated

30.09.2024, the RP informed the voting agency that the voting would take place from 30.09.2024 to 02.10.2024.

2.13 Meanwhile, this Tribunal, on 01.10.2024, in IA(IBC) Nos. 3600/2024 & 3601/2024 restrained the RP from announcing the results of voting by the homebuyers until further orders. Later, the claims of Mr. Harsh Sawla and Mr. Dinesh Chaplot were partly allowed *vide* orders dated 08.10.2024 & 09.10.2024 respectively and the RP was directed to admit their claims, which was complied with.

2.14 The RP in paragraph 32 of the IA submitted that the Resolution Plan submitted by La Mer Developers Limited in consortium with Neel Builders and Developers was approved by the CoC with 83.46% voting share of the vote cast. The results of e-voting were declared on 10.10.2024, when the consortium of La Mer Developers Limited and Neel Builders & Developers emerged as the SRA.

2.15 The Applicant issued Letter of Intent (LOI) dated 12.10.2024, in favour of the SRA and mentioned that the SRA must deposit Rs.5,00,00,000/- in the form of unconditional and irrevocable bank guarantee as Performance Security in favour of the CD for implementation of the Resolution Plan in the format provided in the RFRP. The Applicant further issued additional LOI dated 15.10.2024 as addendum to the previous LOI.

2.16 Subsequently, the re-classification of the claims of re-settlers from 'Other Creditors' to 'Secured Other Creditors' and the claims of Homebuyers from 'Unsecured FCs' to 'Secured FCs' was approved by this Tribunal by order dated 14.10.2024 in IA(IBC) Nos. 3383/2024 & 3384/2024, respectively.

2.17 The Ld. Sr. Counsel for the Applicant/RP submits that the RP had received the Clarification Letter dated 20.09.2024 from the SRA regarding certain issues such as timeline for possession of flats, etc., raised by the RP.

2.18 It is submitted that the RP received the email dated 22.10.2024 from the CoC enclosing signature of 130 Homebuyers, wherein it was stated that they do not want any revision in any plans and the SRA's original Resolution Plan must be implemented.

2.19 The RP has complied with the requirements under Section 30(2)(a) to (f) of the IBC and Regulations 38(1)(a), 38(1A), 38(2)(a) to (c) and 38(3) of the CIRP Regulations. The RP has also provided Compliance Certificate dated 25.10.2024 in "FORM H" as mandated under Regulation 39(4) of the CIRP Regulations, for seeking approval of the Plan by us.

2.20 The Re-settlers had filed the IA (IBC) No. 280/2025 for seeking clarification from the Applicant and the SRA regarding certain issues such as payment of rent and corpus, etc. However, since the Ld. Counsel appearing for the re-settlers expressed satisfaction over the clarification given by the SRA in its Clarification Affidavit dated 27.01.2025, it was disposed of by this Tribunal *vide* order dated 28.01.2025.

3. VALUATION OF ASSETS OF CD AND CLAIMS RECEIVED

3.1 The RP submitted that, to ensure proper valuation of the CD's properties, two Registered Valuers were appointed by the CoC on 10.04.2024 pursuant to the first CoC meeting dated 02.04.2024. The Fair Value of the CD's assets is

mentioned in Form H as Rs. 32,43,69,452/- and the Liquidation Value of the CD's assets is Rs. 24,86,21,426/-, which were determined as follows:

Sr. No.	Particulars	Valuer	Fair Value (In Rs.)	Liquidation Value (In Rs.)
1.	Land and Building (L&B)	Valuer 1	24,48,00,000/-	17,13,00,000/-
		Valuer 2	22,78,00,000/-	15,94,00,000/-
Average L&B			23,63,00,000/-	16,53,50,000/-
2.	Plant and Machinery (P&M)	Valuer 1	9,81,000/-	4,90,500/-
		Valuer 2	8,20,000/-	5,80,000/-
Average P&M			9,00,500/-	5,35,250/-
3.	Securities and Financial Assets (S&FA)	Valuer 1	8,19,01,234/-	8,19,01,234/-
		Valuer 2	9,24,36,669/-	8,35,71,118/-
Average S&FA			8,71,68,952/-	8,27,36,136/-
Average Valuation (1+2+3)			32,43,69,452/-	24,86,21,426/-

3.2 As on 20.09.2024, the list of CD's creditors, uploaded on the website of Insolvency and Bankruptcy Board of India (IBBI), based on the claims received by the Applicant is as under:



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Sr. No.	Creditors	Claim Amount (Rs.)	Claim Amount Admitted (Rs.)	No. of received Claims
1.	Unsecured FCs belonging to any class of creditors	5,39,12,79,676/-	3,29,83,04,870/-	290
2.	Unsecured FCs (other than FCs belonging to any class of creditors)	52,30,02,640/-	NIL	1
3.	Operational Creditors (OCs) (Workmen)	NIL	NIL	NIL
4.	OCs (Employees)	7,88,734/-	NIL	1
5.	OCs (Government Dues)	31,13,35,643/-	2,12,44,454/-	2
6.	OCs (other than Workmen and Employees and	16,75,82,443/-	13,47,74,423/-	28

	Government Dues)			
7.	Other Creditors, if any, (other than FCs and OCs) [Re-settlers]	2,17,63,58,736/-	17,59,60,000/-	281
TOTAL		8,57,03,47,872/-	3,63,02,83,747/-	603

4. BRIEF BACKGROUND OF CD

4.1 The CD was incorporated on 14.01.2019 as a private limited company. The CD was engaged in the business of construction and development/redevelopment of buildings and was initially a partnership firm under the name 'S.B. Developers'. The CIN of the CD is U45309MH2019PTC319525 and its registered address is Ground Floor, Rajpipla Linking Road, Santacruz (West), Mumbai-400054, Maharashtra. As per its MCA Master Data, the directors of the CD were Mr. Yifei Wang and Mr. Shekhar Kashi Vishwanathan.

4.2 The CD was involved in the redevelopment project i.e., 'O2' on the land parcel CTS No.475 (Part), Kurla III, Chunabhatti in the Swadeshi Mills Compound, Chembur Road, Mumbai covering 6066.30 Sq. Mtrs and had commenced collecting money from the Homebuyers from the year 2015. The Project was supposed to be completed by June, 2019, but the CD was unable to complete the same even at the end of June, 2023. Due to its failure to handover the flats

or refund the amounts with interest, the Homebuyers filed the Application under Section 7 of IBC against the CD.

4.3 The CD's Project 'O2' consists of an area of about 10,305.67 Sq. Meters. It comprises 7 Wings with total 280 units for Re-settlers of the seven Group Housing Societies, being the owners of the units at free of cost. However, 6 Wings with total of 310 units are for free sale, out of which the CD has sold 297 units as per the information provided in the IM.

5. BRIEF BACKGROUND OF SRA

5.1 The SRA submits that it is comprised of a consortium involving La Mer Developers Limited, (La Mer Group) and M/s. Neel Builders and Developers (Neel Group). La Mer Group [CIN No. U70109MH2021PLC359654] was incorporated on 28.04.2021 and is a Navi-Mumbai based real estate company involved in the business of construction and has completed several projects across Mumbai. Its registered address is Office No. 19, the Full Stop Mall, Plot No. 1, Sector-19, Palm Beach Road, Sanpada, Navi Mumbai-400705, Maharashtra. The Neel Group is also a real estate company based in Panvel, Navi Mumbai and engaged in the business of construction and real estate since 1985. Both the companies are led by eminent professionals with relevant experience in real estate business, according to the SRA.

5.2 The net-worth of the directors of the La Mer Group and Neel Group is Rs.6,421.74 Lakhs and Rs. 19,335.94 Lakhs, respectively, as on 31.03.2024 along with unutilised Line of Credit of both the Groups' worth Rs. 153.77 Crore as on 30.06.2024, as reflected in the Net Worth Certificate dated 02.08.2024, given by the Chartered Accountants, M/s. Krishna R. Moondra & Associates



LLP, and the audited Annual Report of the La Mer Group for the Financial Year 2021-2022 and 2022-2023.

5.3 It is submitted that as per the Consortium Agreement dated 26.07.2024, between the La Mer Group and Neel Group, the ownership structure of the SRA would be formed as follows:

Members of Consortium	Equity Interest (%) held or to be held in the consortium	Nature of establishment of the Member
Member 1 (Lead Partner)	41%	La Mer Developers Limited
Member 2	40%	Neel Builders & Developers
Friends and relatives of Consortium Members	19%	The balance amount of 20% will be contributed by other members of both the groups

This is in confirmation with the Paragraph No. 1 of the Clarification Letter dated 20.09.2024, submitted to the Applicant/RP by the SRA.

6. SALIENT FEATURES OF PLAN APPROVED BY COC

6.1 The summary of the payments to be made under the Resolution Plan dated 03.08.2024 as proposed by the SRA and approved by the CoC is as follows:



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Sr. No.	Particulars	Amount Admitted (Rs. In Lakhs)	Proposed Payments (Rs. In Lakhs)	Terms
1.	CIRP Cost	50.00	50.00	Settlement by way of money within 60 (Sixty) days from the Approval date
2.	Secured FCs	Nil	Nil	Not Applicable (NA)
3.	Secured/Unsecured FCs-Homebuyers (Claim towards Home-Principal)	28,449.41	29,821.31	Settlement by way of delivery of units to the claimant as well as non-claimants (All 297-unit holders)
4.	Secured/Unsecured FCs-Homebuyers (Claim other than Principal)	4,316.78	2,267.00	Settlement by way of money, additional amenities,



				HTC and PUFE pass through to the unit holders
5.	Unsecured FCs including related party claim from Hive Carbon Zero	Nil	Nil	NA
6.	OCs (Employees and Workmen)	Nil	Nil	NA
7.	OCs (Government Dues)	212.44	10.62	Settlement by way of money within 60 days from the Approval date
8.	OCs (Other than dues to employees, workmen and government dues)	1,326.11	132.61	Settlement by way of money within 60 days from the Approval date
9.	Other Creditors (Re-settlers)	1,646.72	1,959.20	Settlement by way of money to claimants and non-claimants (All 280 Re-



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				settlers), one unit to re-settler's society. Further, constructed homes as per development agreement.
10.	Other Creditors (other than FCs, OCs, and re-settlers) including related party claim from Hive Carbon Zero	Nil	Nil	NA
11.	Contingencies	Nil	100.00	Cash Component
	Total Plan Value		34,340.73/-	Cash and non-Cash Component

6.2 Annexure 5 of the Plan read with Clarification Affidavit by the SRA dated 27.01.2025, summarises the treatment of claims from various creditors in the following manner:

- a) **CIRP Cost**: The SRA undertakes to make upfront payment towards the CIRP Cost in full for which the amount of Rs. 50,00,000/- has been provided in the Plan.
- b) **Secured FCs (Homebuyers)**: Apart from the Homebuyers [Reclassified as Secured FCs *vide* order dated 14.10.2024 of this Tribunal in IA(IBC) No. 3384/2024], there are no secured FCs in the Plan. Their claims would be resolved by delivery of Flats to all the 297 Homebuyers including 17 (Seventeen) Non-Claimants on the basis of the CD's database. The total Plan value has been capped by the SRA, and in case of any additional payment to be made by the SRA, it would be reduced from the amount payable to the Homebuyers. Further, the SRA will provide Rs.1,00,000/- each towards double/multiple Flat sale and cancelled units, which is capped at Rs.5,00,000/- each within the contingency amount of Rs.1,00,00,000/-.
- c) **Claim from Homebuyers regarding Amenities**: The SRA has proposed to discuss with the individual Flat owners [whose registered agreement has Historic Tax Credit (HTC) requirement] and pay compensation up to Rs.3,00,000/- for the non-performance of HTC since in some of the units at the Project, flooring, kitchen platform have already been done and the cost of removing them and re-laying is expensive. The maximum amount payable to such Homebuyers as per

the data provided by the RP is Rs. 3,78,00,000/- and further amount of Rs.1,00,00,000/- has been allocated in the Plan for payment over additional Society amenities.

d) Unsecured FCs: There are no claims admitted for Unsecured FCs and the Plan did not allocate any amount for the purpose of payment to unsecured FCs other than Homebuyers.

e) Operational Creditors/OCs: In the absence of any admitted claim from employees or workmen, the Plan does not propose any amount to be paid to them. The RP had previously rejected the claim of Rs.7,88,734/- by Mr. Sumit Agarwal, a former employee of the CD, which was validated by this Tribunal *vide* order dated 10.12.2024 in IA(IBC) No. 4633/2024. For settling the claims arising out of Government dues and other OCs, the proposed amount in the Plan is 5% and 10% of the admitted claim amount respectively, i.e., Rs.10,62,000/- and Rs.1,32,61,000/-. The SRA proposed to cap the amount payable to the OCs and in the event of any further admission of claims, the settlement ratio would be reduced by keeping the settlement amount constant.

f) Other Creditors: The Plan proposes to settle the re-settlers' rent and corpus claims by providing monetary compensation to all the 280 re-settlers, for which it has allocated the amount of Rs.18,59,20,000/- for payment irrespective of submission of any claim or not. This provision was made on account of the fact that the re-settlers' claim backed by security interest created in line with the development agreement. This amount of approx. Rs.18.59 Crore was arrived at by providing the

amount of Rs.22,000/- (Twenty-Two Thousand Rupees) per month as rent for a period of twelve months from the date of approval of the Plan by the Tribunal along with the corpus of Rs.4,00,000/- (Four Lakh Rupees) which amounts to Rs.6,64,000/- per re-settler. Additionally, one unit/Flat having market value of Rs.1,00,00,000/- has been provided to the Society of re-settlers. Such monetary compensation shall be paid within a period of six months from the Approval Date with a grace period of another six month. However, the Plan does not contain any provision regarding claims arising out of future rental obligations. This has been reiterated in Paragraph 6 of the SRA's Clarification Affidavit dated 27.01.2025.

g) Claims of Related Party: The RP has not admitted any claim from the related parties of the CD and the SRA also does not propose to pay any amount towards claim from related parties. Upon being informed of this Tribunal's order dated 24.01.2025 in IA(IBC) No. 192/2025, for admission of claim of Rs. 52,30,02,640/- in favour of Hive Carbon Zero Developers Private Limited, the Sr. Counsel for the Applicant/RP submitted that SRA or the CD shall not be liable to pay dues based on related party claims as per Clause 5.4.2 of the Plan and relied upon the decision of Hon'ble Supreme Court in *M.K. Rajagopalan Vs. Dr. Periasamy Palani Gounder & Anr.* [Civil Appeal Nos. 1682-1683 of 2022] to substantiate its contention.

h) Contingency Fund: The Plan has made provision of Rs.1,00,00,000/- as contingency funds to deal with claims arising out of cancelled units,



double sale and the litigants who have filed cases in NCLT before Approval Date. Any amount that is required to be paid over and above the contingency fund would be reduced from the amount payable to the Homebuyers.

6.3 Annexure 2 of the aforesaid Plan refers to the priority of payment under the Plan subject to the decision of the CoC and compliance of regulations in the following manner:

Order of Priority	Payment particulars	Amount (In Rs.)
<i>First</i>	Payment of CIRP Costs	As per terms of the Resolution Plan
<i>Second</i>	Payment to OCs	As per terms of the Resolution Plan
<i>Third</i>	Payment to dissenting FCs including homebuyers	In accordance with Section 30(2) of IBC and Regulation 38(1) of the CIRP Regulations
<i>Fourth</i>	Payment (Delivery) to FCs belonging to a class	As per terms of the Resolution Plan



	Delivery of homes to re-settlers	As per terms of the Resolution Plan
<i>Fifth</i>	Payment to Unsecured FCs	As per terms of the Resolution Plan
<i>Sixth</i>	Payment to Secured FCs	As per terms of the Resolution Plan
<i>Seventh</i>	Payment to FCs belonging to a class	As per terms of the Resolution Plan
	Payment to Other Creditors	As per terms of the Resolution Plan

6.4 The terms and conditions for the effective implementation have been provided in Clause 7 of the Plan, which deals with force majeure, etc. One of the terms given in the Plan is that, during the period of date of approval of the Resolution Plan by the CoC till the Approval Date, the RP and the CoC shall not take any action or decision without prior consultation with the SRA, which is outside the ordinary course of business or is or would be likely to impact the shareholders' value or running of the CD.



6.5 As regards the mention of completion of implementation of the Plan as “after 7 (seven) years” under Clause 6.1.4 (d) of the Plan, it has been clarified by the SRA in its Clarification Affidavit dated 27.01.2025 that the same is based on assumption that all future development projects in Mumbai would be carried out under the name of the CD. The SRA has undertaken that it shall ensure the continuance of the CD as a going concern, and the Plan outlines a five-year financial projection and anticipates revenue generation from other projects apart from the Project i.e., O2.

6.6 As far as the source of funds for the implementation of the Plan is concerned, the SRA has provided the following details:

Sr. No.	Infusion of Funds (Particulars)	Time Limit	Amount (Rs.)	Application
1.	Equity infusion, along with transfer of the 100% shareholding.	After Approval Date	1,00,000/-	For working capital purposes
2.	Debt from own sources	Commencing within 15 days from the Approval Date	50,00,00,000/- (To be infused in phased manner)	For payment of CIRP cost, settlement of stake holders and for completion



				of the Project.
3.	Construction Finance including Interim Finance for the O2 Project from SBI/Other Banks/NBFC/Other Financial Institutions	Commencing within 45 days from the Approval Date and as per the Sanction from respective lender	30,00,00,000/- (To be infused in phased manner)	For completion of the Project.

6.7 The Sr. Counsel for the Applicant/RP further submits that the CD would apply for necessary approval/licences for effective implementation of the Plan within two months. The implementation timeline of the Plan is listed as follows:

Sr. No.	Activities	Timelines in Days
PHASE-I: APPROVAL PROCESS OF THE RESOLUTION PLAN		
1.	Submission of Proposed Plan	X
2.	Presentation of Proposed Plan to the CoC	X+10
3.	Approval of the Resolution Plan by CoC and issuance of LOI by the SRA	X+20



4.	Unconditional acceptance of LOI by the SRA	X+27
5.	Application to NCLT	X+30
6.	Approval by NCLT (NCLT Approval Date) and the Transfer Date for peaceful transfer of CD and its properties	T
7.	Intimation to the CoC, IBBI, Tax Authorities and various other statutory authorities (as applicable)	T+3
8.	Intimation to all creditors, existing shareholders and other stakeholders of the Company	
PHASE-II: SETTLEMENT OF CREDITORS		
9.	Payment of CIRP Costs as approved by CoC (after timeline for filing appeal before NCLAT is over)	T+60
10.	Payment to OCs (after timeline for NCLAT appeal is over)	T+60
11.	Payment to FCs/Other Creditors (in staggered manner)	T+180
PHASE-III: IMPLEMENTATION OF THE RESOLUTION PLAN		
12.	Change in Memorandum of Association (MoA) and Articles of	T+45



	Association (AoA) and other documentation as required under the Resolution Plan	
13.	Cancellation and issuance of new shares	T+20
14.	Management of CD:	
	(i) Constitution of new Board	T+20
	(ii) Appointment of key managerial personnel; and	T+20
	(iii) SRA shall appoint statutory auditors of their choice, subject to applicable regulations	T+20

6.8 As far as the timeline for possession of flats is concerned, Clause 4.3.1 of the Plan states that the SRA would revive and complete the pending work of the Project and handover the possession of units/Flats to the Homebuyers as well as re-settlers in a phased manner. However, this has been clarified by the SRA in its Clarification Affidavit dated 27.01.2025 that the SRA is committed to deliver possession of the constructed units/Flats to (i) Homebuyers; (ii) re-settlers in six months with the grace period of another six months.

6.9 Further, the CoC has approved in its 6th meeting held on 25.09.2024, the payment of applicable regulatory fee in terms of Regulation 31A of the CIRP Regulations.

7. MANAGEMENT OF CD

7.1 The SRA will constitute the IMC (Implementation and Monitoring Committee) which is in line with the RFRP. The members of the IMC would be nominee of Homebuyers or AR, nominee of RP and nominee of SRA. The IMC would be tasked with monitoring funds and implementation of plan.

8. PUFEE TRANSACTIONS

8.1 As far as the Preferential, Undervalued, Fraudulent, and Extortionate (PUFEE) transactions are concerned, there are two IAs filed by the RP against Hive Carbon Zero Developers Private Limited and Mr. Harsh Kishore Sawla, respectively, which are pending before this Tribunal, i.e., IA (IBC) Nos. 4129/2024 and 4841/2024. These IAs were filed for seeking recovery of Rs.1,492.00 lakhs which would be paid back to the unit holders as and when received as per their respective claims.

9. PERFORMANCE GUARANTEE

9.1 It is submitted that the SRA has provided a performance bank guarantee from SBI dated 18.10.2024 for Rs. 2,50,00,000/- (Two Crore Fifty Lakh Rupees) and from IDBI Bank dated 20.10.2024 for Rs. 2,50,00,000/- (Two Crore Fifty Lakh Rupees), aggregating Rs.5,00,00,000/- (Five Crore Rupees) in favour of the CD upon receipt of the LOI dated 12.10.2024 and 15.10.2024. This was done in compliance with the Para B of Part I of the RFRP.

10. RELIEFS AND CONCESSIONS

10.1 The SRA has sought various reliefs and concessions based on the clean slate concept laid down by the Hon'ble Supreme Court in various judgements, which are necessary to keep the CD as a going concern;

release the CD from any and all liabilities/proceedings, disputes and noncompliance prior to the date of approval of the Plan by us and extended period for renewal or revival of licences for running the business of the CD.

10.2 The SRA has also sought waiver from payment of fees, stamp duty, etc., regarding the Plan as well as renewal & extension of all the licenses and approvals held by the CD which expired prior to the Approval Date or within a period of six months by the relevant government authorities and the SRA shall be permitted to operate the CD's business and assets.

10.3 One of the major reliefs sought by the SRA as per Clause 4.8.3 of the Plan is that the defect liability with respect to the civil structure already constructed by the CD shall not arise upon it. The SRA also sought the automatic transfer or assignment of all the Power of Attorneys issued in favour of Mr. Gautam Ahuja and/or Mr. Jagdish Ahuja to the AR of the SRA/CD in order to enable the SRA as the de-facto owner of the said Project.

11. ANALYSIS AND FINDINGS

11.1 We have heard the Ld. Sr. Counsel for the RP and the SRA and also perused the Plan and related documents submitted along with the present Application.

11.2 The CoC has considered the feasibility and viability of the Plan and approved the same by 83.46% of the voting share of the FCs. We notice that the Plan is in compliance with Section 30 of the IBC in that it provides for-

- a) priority of payment of CIRP cost to the payment of other debts of the CD;
- b) payment of debts of the OCs;
- c) the management of the affairs of the CD after approval of the Plan; and
- d) the implementation and supervision of the Plan.

11.3 In *K Sashidhar Vs. Indian Overseas Bank and Ors.* (Civil Appeal No. 10673/2018), the Hon'ble Supreme Court held that if the committee of creditors approves a resolution plan by the requisite percentage of voting share under section 30(6), it is imperative for the resolution professional to submit the plan to the AA. The AA is then required to satisfy itself that the resolution plan, as approved by the CoC, meets the requirements specified in Section 30(2). The law is now settled that the role of the AA is no more and no less than the above. The role of the AA with respect to a resolution plan is limited to matters specified in Section 30(2) of the IBC. Further, the AA is not required to interfere with the commercial wisdom of the CoC.

11.4 We find that the Plan meets the requirements under Section 30(2) of the IBC and that it is not in violation of provisions of any law for the time being in force. Further, in *Kalpraj Dharamshi & Anr. Vs. Kotak Investment Advisors Ltd & Anr.*, [Civil Appeal Nos. 2943-2944 of 2019], the Hon'ble Supreme Court also held that the commercial wisdom of CoC must be adhered to unless the adjudicating authority is satisfied that the requirement of Section 30(2) has not been complied with.

11.5 In the case of *Committee of Creditors of Essar Steel India Limited through Authorised Signatory Vs. Satish Kumar Gupta and Ors*, [Civil Appeal No.

8766-67 of 2019], the Hon'ble Apex Court clearly held that the Adjudicating Authority would not have the power to modify the Resolution Plan which the CoC in their commercial wisdom has approved. The Hon'ble Supreme Court in the matter of *Ghanshyam Mishra and Sons Private Limited Vs. Edelweiss Asset Reconstruction Company Limited*, [Civil Appeal No. 8129 of 2019] held that on the date of the approval of the resolution plan by the AA, all such claims which 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 a part of the resolution plan.

11.6 We observed that the claim of Rs. 52,30,02,640/- by Hive Carbon Zero Developers Private Limited, one of the related parties of the CD and its holding company as mentioned under Annexure 4 of the Plan was allowed by us *vide* order dated 24.01.2025 in IA(IBC) No. 192/2025. However, upon the contention of the Ld. Sr. Counsel for the Applicant, we find that despite the absence of any provision for paying the related party claims under the Plan, the implementation of the said Plan would not be adversely affected on account of Hon'ble Supreme Court's decision in *M.K. Rajagopalan (supra)* wherein it was stated that as long as the provisions of the IBC and CIRP Regulations are met, any proposition of differential payment to different class of creditors in the resolution plan is, ultimately, subject to the commercial wisdom of CoC and no fault can be attached to the resolution plan merely for not making the provisions for related party. The same reasoning on related party claims has been recently reiterated by Hon'ble NCLAT, New Delhi in *West Coast Paper Mills Ltd Vs. Bijay Murla & Ors.*,


[Company Appeal (AT) (Ins.) No. 1272 of 2019]. In view of the above, we hold that mere non-allocation of any funds towards payment of related party claims does not invalidate the Plan in the present Application.

11.7 In view of the discussions and the law thus settled, we are of the considered view that the Plan meets the requirements of Section 30(2) of the IBC and Regulations 37, 38, 38(1A), and 39(4) of the CIRP Regulations. The Plan is not in contravention of any of the provisions of Section 29A of the IBC, as undertaken by the SRA, and is in accordance with the law. We are satisfied that the Plan has provisions for its effective implementation. As discussed above, we find that the present IA deserves to be allowed.

ORDER

The **IA (I.B.C.) (Plan) No. 102 of 2024 in C.P.(IB) 1046 of 2023 is allowed** and the Resolution Plan submitted by **La Mer Developers Private Limited in consortium with Neel Builders and Developers** is hereby **approved** in terms of Section 31(1) of the IBC.

- I. The Plan shall become effective from the date of this Order and shall form part of this Order. It shall be binding on the CD, 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 owed, guarantors and other stakeholders involved in the Plan.

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- II. Accordingly, no person or authority shall be entitled to initiate or continue any proceedings with respect to a claim prior to the approval of the Plan which is not part of the Plan.
- III. The approval of the Plan shall not be construed as a waiver of any future statutory obligations/liabilities of the CD and shall be dealt with by the appropriate authorities in accordance with law. Any waiver sought in the Plan relating to the period after the date of this order, more particularly licenses and approvals for keeping the CD as a going concern, shall be subject to approval by the Authorities concerned and this Tribunal will not deter such Authorities from dealing with any of the issues arising in giving effect to the Plan. This Tribunal, however, recommends due consideration of the revival of the CD. The CD may obtain necessary approval required under any law for the time being in force from the Appropriate Authority within a period of one year from the date of approval of the Plan.
- IV. If any application(s) relating to preferential/fraudulent transactions under Sections 43 and 66 of the IBC is pending before the Tribunal, the same shall be pursued by the CD at its costs and expenses. However, the recovery, if any, shall be distributed to the secured FCs in the ratio of their admitted claims.
- V. The CD shall not be prosecuted for any offence committed prior to the commencement of CIRP in terms of Section 32A of the IBC.
- VI. As per the Plan, the CD is to complete the pending works of the Project and hand over the possession to unit/Flat holders within six months from the date of this order with a grace period of another six months.

- VII. The capital structure and contribution of the CD shall be transferred and restructured to the SRA without any further procedure required.
- VIII. The IMC as proposed in the Plan shall be constituted to supervise and implement the Plan. The RP, who is part of the IMC, shall submit quarterly progress reports to this Tribunal as regards the implementation of the Plan and construction of the Project and delivery of Flats to the Homebuyers.
- IX. Other reliefs and concessions not covered in the aforesaid paragraphs including exemption from levy of stamp duty, fees and registration charges that may be applicable in relation to this Plan and its implementation are not granted.
- X. The moratorium declared under Section 14 of the IBC shall cease to have effect on and from the date of this Order.
- XI. Accordingly, MoA and AoA of the corporate debtor shall be amended and filed with the Registrar of Companies, Mumbai (Maharashtra) for information and record as prescribed. While approving the Resolution Plan as mentioned above, it is clarified that the SRA shall, pursuant to the Plan approved under section 31(1) of the IBC, obtain all the necessary approvals as may be required under any law for the time being in force within the period as provided under law.
- XII. The Applicant/RP shall stand discharged from his duties with effect from the date of this Order. However, he shall perform his duties in terms of the Plan as approved by us.
- XIII. The SRA shall have access to all the CD's records, documents, assets and premises with effect from the date of this Order.

- XIV. The Applicant/RP is further directed to hand over all records, documents and properties of the CD to the SRA to enable it to carry on the business of the CD.
- XV. Liberty is granted to the parties for moving any application, if required, in connection with implementation of this Plan.
- XVI. The Applicant/RP shall forward all records relating to the conduct of the CIRP and the Plan to the IBBI along with a copy of this Order for information and record.
- XVII. The Applicant/RP shall forthwith send a certified copy of this Order to the CoC and the SRA respectively for necessary compliance.
- XVIII. In case of non-compliance with this Order or withdrawal of the Plan, in addition to other consequences which follow under law, the CoC shall forfeit the Performance Security, already paid by the SRA.
- XIX. The Registry is directed to send electronic version of the Order to all the parties and their Ld. Counsel, including the IBBI for record.
- XX. **I.A. (I.B.C) (Plan) No. 102/MB/2024** in **C.P.(IB) No. 1046/MB/2023** is **allowed** and the **Plan is approved**. The I.A. is decided in terms of the above.

Sd/-
SANJIV DUTT
MEMBER (TECHNICAL)

Sd/-
K. R. SAJI KUMAR
MEMBER (JUDICIAL)

//LRA-Tanmay Jain//