

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH**

MA Nos.669/2019 & 858/2019 In CP No. 2051/I&BC/NCLT/MB/MAH/2018

Rakesh Rathi.

..... Applicant

In the matter of

The Invex Private Limited

.....Financial Creditor

V/s

Dome-bell Electronics India Private Limited

.....Corporate Debtor/Respondent

Order Pronounced on 09.12.2019.

Coram :

Hon'ble M.K. Shrawat, Member (J)

Hon'ble Chandra Bhan Singh, Member (T)

For the Applicant : Aarti Raghvan a/w Vikram Deshmukh a/w Umesh Waydande i/b
Akshay V. Kamble

For the Respondents : Zal Andhyarujina a/w Faran Khan a/w Ishani Khanvilkar
a/w Harshad Gada.

Per: M.K. Shrawat, Member (J)

ORDER

1. One Application (MA-669/2019) was moved on 15.02.2019 and another Application (MA-858/2019) was moved on 22.02.2019 by Learned Resolution Professional Mr. Rakesh Rathi invoking the Provisions of Section 30(6) of the Insolvency & Bankruptcy Code, 2016 read with Regulation 39(4) of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) 2016 for approval of a Resolution Plan. At the outset it is worth to clarify that as per the Applicant there was some mistake in MA-669/2019 in the annexed documents, hence it was decided to submit another Application (MA-858/2019) in respect of the same Resolution Plan. On receiving these Applications along with Resolution Plan, hereinbelow an Order is passed as prescribed **U/s 31(1) of The Code.**
2. The Financial Creditor The Invex Private Limited had filed a Petition against the Corporate Debtor **Dome-Bell Electronics India Private Limited** by invoking the Provisions of Section 7 of The Code read with Rule 4 of The Insolvency & Bankruptcy (Application to Adjudicating Authority) Rules 2016.
3. After considering the merits of the case, the said Petition was **admitted** vide an **Order dated 21.08.2018 (CP No.2051/I&BP/NCLT/MB/2018)**. Mr. Rakesh R. Rathi was appointed as the Interim Resolution Professional (IRP). The said IRP was confirmed as the Resolution Professional (RP).
4. The RP published the invitation for Expression of Interest (hereinafter referred to as "EoI") in terms of Section 25(2)(h) of the I&B Code in English Newspaper 'Indian Express' and local newspaper 'Loksatta' in Mumbai on 24.08.2018.

5. That only Two Resolution Plans have been received from :-
 - (a) Vyom Tele Infrastructure Private Limited.
 - (b) Indian Refrigerator Company Limited.
6. In the Fifty COC Meeting held on 12.02.2019 unanimously approved the Resolution Plan of **Vyom Tele Infrastructure Private Limited**.
7. The RP submits that two registered valuers, namely (i) Ranade & Associates and (ii) Basavaraj Masanagi & Company have been appointed in accordance with Regulation 35 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 to determine the Fair Value and Liquidation Value of the Corporate Debtor. As per the report of Valuer Basavaraj Masanagi & Company the average Liquidation Value of the Corporate Debtor is ₹ 26.98 Crores. As per the Valuation Report of Ranade and Associates the average Liquidation Value was ₹ 26.32 Crores.

SUMMARY OF THE RESOLUTION PLAN

8. The successful Resolution Applicant viz. Vyom Tele Infrastructure Private Limited was incorporated on 03.02.2016 under Companies Act, 2013 having registered office at Shrinivas Apartment, Chinchwad, Pune having authorised capital of ₹ 2,05,00,000/- divided into 20,50,000 equity shares of ₹ 10/- each with a paid up capital of ₹ 2,01,00,000/-. Promoter Mr. Nandkishore Toshniwal is a Practicing Chartered Accountant. The other Promoter Smt. Vijaya N. Toshniwal is M.Com. and currently a Professional as Tax Consultant.
9. The Resolution Applicant is eager to enter into the business of Consumer Electronics and Home Appliances primarily focusing on manufacturing of Air coolers. The Corporate Debtor has an existing set up at Ahmednagar, Maharashtra which can be utilized by the Resolution Applicant to enter into the Cooler Segment. The Strategy to take over Corporate Debtor as a going concern is mainly due to Corporate Debtor's experience in the business of Cooler Segment and adequate knowledge about the market.
10. For implementation of Resolution Plan a Monitoring Committee shall be constituted. The enterprise value of the Corporate Debtor has also been assessed on the basis of past performance and present situation and thereafter it was found that future business potential and plan is about ₹ 35 Crores plus shares of Dish TV Limited of value of ₹ 8,25,29,514/-, however, at present under dispute. The assets of the Corporate Debtor have also been considered as under :-
 1. Property at Basement, 833, Lincon St, Jeevantyara Building, Kolkatta.
 2. Property at Ahmednagar Indl. Area, MIDC, Ahmednagar.
 3. Building at Ahmednagar.
 4. Property located at Plot No. 12, Block G, Sector 11, Noida.
 5. Building at Noida.All these assets have duly been considered by the Valuers in their respective Valuation Reports submitted.
11. In the Valuation Report a provision has been made for payment of Corporate Insolvency Resolution Process costs on priority basis within 30 days from the approval of the plan

by the NCLT. Further as per information document there is no Operational Creditor. Following the approval no amount shall be payable to the Operational Creditor excluding employees and workmen. Dues payable to Government Authorities shall be written off in full to be waived by NCLT as per law.

12. The Resolution Applicant has proposed to pay total amount of ₹ 35 Crores, to be infused by the Promoters of the Resolution Applicant for the purpose of Settlement of the claims of the Creditors. An upfront payment of ₹ 5 Crores shall be infused for settlement of claims. The balance ₹ 30 Crores shall be infused by the Promoters in 6 instalments of ₹ 5 Crores each.
13. The Resolution Plan submitted and approved by COC is hereinbelow made part of this Judgment :-

SUMMARY OF PROPOSED RESOLUTION PLAN

1. SECTION 1:

1.1. Summary of Treatment of Creditors

- 1.1.1. *As per the Information Memorandum and information provided by the Resolution Professional ("RP"), the total claims filed by the Creditors amount to INR 1,696.36 Crores out of which claims from Financial Debt of INR 1,696.36 Crores, Employees and Workmen Dues of INR Nil and claims from Operational Creditors of INR Nil have been verified and accepted for the purpose of CIRP by the RP ("**Admitted Debt**"). Of the Admitted Debt, the total Financial Debt in respect of the Financial Creditors is INR **1,696.36 Crores** which is comprised as follows:*

Category	Amount
Secured Financial Creditors	INR 986.95 Crores
Unsecured Financial Creditors	INR 709.41 Crores

- 1.1.2. *Unsecured Financial Creditors amount to Rs. 709.41 Crores, and based on our assessment, the Liquidation Value Is likely to be even insufficient to satisfy the claims of the Financial Creditors in full. Accordingly, this Resolution Plan provides for payments to the Approving Financial Creditors and Dissenting Financial Creditors and payment of mandatory costs like CIRP Costs and Workmen Liquidation Dues on the assumption that the Liquidation Value of the Corporate Debtor shall not be sufficient to satisfy the claims of even the Financial Creditors alone. If the Liquidation Value is higher than such amount, or if any payments are required to be made to any Creditor in accordance with the Insolvency and Bankruptcy Code, 2016 (the "Code"), the funds infused by the Resolution Applicant or the internal cash flows of the Corporate Debtor shall be used to make such payments to the relevant Creditors in accordance with the provisions of Applicable Law. In any case, as detailed below, all mandatory payments under the Code shall be paid out of the funds infused by the Resolution Applicant or the internal cash flows of the Corporate Debtor in accordance with the provisions of this Resolution Plan and the Code.*
- 1.1.3. *Based on the above and the specific facts of the CIRP relating to the Corporate Debtor, a summary of the allocation of the funds to various stakeholders, in accordance with the Code and IBBI (CIRP) Regulations, has been provided below:*

S. No.	Category	Minimum Amount Owed (determined as per the Code)	Amount to be paid as per the Resolution Plan
1.	CIRP Costs	As per actuals	As per actuals
2.	Approving Secured Financial Creditors	As per the Resolution Plan	Amounts 11 specified in Schedule 1 (Financial Proposal) of the Resolution Plan. Refer also to section 4.2 (Treatment of Approving Financial Creditors)
3.	Dissenting Secured Financial Creditors	Liquidation Value accruing to such Creditors	Refer to section 3.3 (Treatment of Dissenting Creditors)
4.	Unsecured Financial Creditors	Liquidation Value accruing to such Creditors, who vote against the Resolution Plan (NIL). For others, as per the Resolution Plan	Amounts specified in Schedule 1 (Financial Proposal) of the Resolution Plan.
5.	Operational Creditors (other than Employees and Workmen Dues and Governmental Authority Dues)	Liquidation Value accruing to such Creditors	Nil (Refer to section 3.2) (Treatment of Operational Creditors)
6.	Other Creditors	Liquidation Value accruing to such Creditors	Nil (Refer to section 4.1) (Treatment of Other Creditors)
7.	Employees and Workmen Dues	Liquidation Value accruing to such Creditors	Nil (Refer to section 3.4) (Treatment of Dues to Workmen and Employees)
8.	Governmental Authority Dies	Nil	Nil (Refer to section 3.5) (Treatment of Dues to Governmental Authorities)
9.	Existing Encumbrances and On-going Litigations	Nil	Nil (Refer to section 4.3) (Treatment of Existing Security Interest, and on-going Litigation)
10.	Securities and Contractual Comforts	Nil	Nil (Refer to section 4.4) (Treatment of Securities and Contractual Comforts)
11.	Contractual Arrangements	Nil	Nil (Refer to section 4.5) (Treatment of Contractual Arrangements' Liabilities)
12.	Other Stakeholders (including Promoters, Related Parties, etc.)	Nil	Nil (Refer to section 4.6) (Interest of all Other Stakeholders) and 4.7 (Payments to Creditors submitting claims after approval of Resolution Plan)

1.2. Phases of resolution under the Resolution Plan

1.2.1. *The proposed resolution under this Resolution Plan contemplates two phases after approval of the Resolution Plan by the COC and the Adjudicating Authority:*

1.2.1.1. *Phase 1: Upon the NCLT Approval Date, appointment of the Implementation and Monitoring Committee to oversee the functioning of the Corporate Debtor during this period and changes to management as set out in section 3.7 (Management and Control of the Corporate Debtor) and payment / restructuring or extinguishment of dues (as applicable) owed by the Corporate Debtor to the Creditors to the extent provided herein; and*

1.2.1.2. *Phase 2: Upon the (i) Completion of the Conditions Precedent, (ii) acquisition by the Resolution Applicant of control of the Corporate Debtor through any suitable method in accordance with the provisions of the Code and other Applicable Law and (iii) settlement of dues of, inter alia, Approving Financial Creditors and Dissenting Financial Creditors, in the manner provided in the Resolution Plan. The Resolution Applicant shall endeavor to obtain the approvals set out in section 2.9.2 (Approvals) during this Phase, expeditiously after filing of the Resolution Plan with the NCLT.*

1.2.2. *The sequence of events has been set out in greater detail in section 2.5 (Indicative Timeline of Events for Implementation of Proposed Resolution Plan) of this Resolution Plan.*

1.3. Commercial Statement of the Resolution Applicant

1.3.1. *This Resolution Plan intends to continue the business of the Corporate Debtor as a going concern, and is based on the information provided to the Resolution Applicant by the Resolution Professional. The implementation of this Resolution Plan is subject to approval of the COC and thereafter by the NCLT, and other conditions set out in the Resolution Plan including satisfaction of all conditions precedent for the effectiveness of the Resolution Plan, more specifically provided in section 2.5 (Indicative Timeline of Events for Implementation of Proposed Resolution Plan).*

1.3.2. *The primary objective of this Resolution Plan is to conduct a financial and operational restructuring of the business of the Corporate Debtor, to address the problems leading to its insolvency. The Resolution Plan is focused on restoring the business of the Corporate Debtor as a solvent, self-sustaining enterprise that can service all its obligations to its creditors, and prosper and grow its business in future years, for the benefit of all stakeholders involved in, or impacted by, the CIRP of the Corporate Debtor. Within this overall vision, and compliance with Applicable Law, the Resolution Plan seeks to:*

1.3.2.1. *Maximise financial recovery to lenders;*

1.3.2.2. *Address obligations owed to other stakeholders to the best possible extent;*

1.3.2.3. *Induct professional leadership and best in class corporate governance;*

1.3.2.4. *Invest in improving operating processes, quality focus, information system and technology of the Corporate Debtor; and*

1.3.2.5. *Create capacity and opportunities for future growth of the business of the Corporate Debtor.*

PART I – BUSINESS PLAN

2. SECTION 2:

2.1. Overview of the Resolution Applicant

2.1.1. *Vyom Tele Infrastructure Private Limited (“Resolution Applicant”) is a Private Limited Company limited by Shares incorporated on 03.02.2016 under the Companies Act 2013. Its Registered Office is at Shriniwas Apartment, Jeevan Nagar, Chinchwad, Pune-411033.*

2.1.2. The Resolution Applicant has authorised capital of INR 2,05,00,000 (Rupees: Two Crores five lacs) divided into 20,50,000 equity shares of Rs. 10 each with a paid up capital of INR 2,01,00,000 (Rupees: Two Crores One Lac only) divided into 20,10,000 equity shares of Rs. 10 each.

2.1.3. Mr. Nandkishore Jamnalal Toshniwal, promoter, is a practicing Chartered Accountants with more than 3 decades of on hand experience in the Field of Accounts and Finance. He has been closely associated with various manufacturing units in and around Pune.

2.1.4. The List of Directors of the Resolution Applicant is as follows:

SR	DIN	DIRECTOR NAME	ADDRESS	DATE OF APPOINTMENT
1	07984339	Nandkishor Jamnalal Toshniwal	1, Shreeniwas, Jeevan Nagar, Chinchwad, Pune 411 033, Maharashtra State	05.11.2018
2	08293519	Vijaya Nandkishor Toshniwal	1, Shreeniwas, Jeevan Nagar, Chinchwad, Pune 411 033, Maharashtra State	04.12.2018

The Resolution Applicant is in the process of inducting eminent people having vast experience in the fields of consumer electronics and home application and initiated the process of identifying suitable candidate.

2.1.5. The Resolution Applicant is eager to enter into the business of Consumer Electronics and Home Appliances primarily focusing on manufacturing of Air coolers. The Corporate Debtor has an existing set up at Ahmednagar, Maharashtra which can be utilized by the Resolution Applicant to enter into the Cooler Segment. The Strategy to take over Corporate Debtor as a going concern is mainly due to Corporate Debtor's experience in the business of Cooler Segment and adequate knowledge about the market. The board of directors of the Resolution Applicant have on 3rd January,2019, subject to the necessary approval of the Share Holders and Registrar of Companies, accorded consent to alter the main objects clause of the Company by inserting objects related to consumer electronics and home appliances. The proposed main objects are as under:

"To carry on in India and abroad, directly or through Joint Ventures or Subsidiary/ies, Partnership/s or any other form of association or in collaboration, directly or through-commerce or any other digital platform, retail chains or by any other means, the business to trade, manufacture, fabricate, assemble, alter, brand, convert, export, import, exchange, re-condition, display, install, produce, purchase, seller resale, repair, renovate, promote, contract, subcontract, service, supply and to act as an agent, representative, collaborator, franchiser, stockist, distributors, consignor, export trading house, transporters, forwarding and/or commission agent, dealer or otherwise deal in electronic and electrical items, electrical consumer durables and home appliances, all kinds of electrical and electronic goods, televisions, refrigerators, dryers, heaters, geysers, mixers, filters,

fans, vacuum cleaners, washing machines, air conditioners, microwaves, toaster, grinders, vending machines and all other types of electronics, machines and appliances, computers, computer hardware and software, laptops and its accessories, spares, attachments, audio and video equipment's and their accessories, video games, games and gaming solutions, wireless equipment, digital diaries, epx, sewing machines, pen-drives, hard disks go-live kits, batteries, chargers for batteries, voltage stabilizers, inverters, tele-printers, printers, photocopying machines, robots, watches, calculators, cinematograph films, recording equipment, reproducing equipment including their ramifications incognate, technological advancements, compressors, glass shells, picture tubes, household items, weighing machines, digital invoice machines, card readers, cellular phones, tablets, telephones, mobile phones, facsimile machines, franking machines, cameras and wireless sets, generators, telecommunication equipment, office equipment, industrial equipment and the electrical and electronic components, assemblies, instruments, equipment, systems, appliances, gadgets, conductors, capacitors, resistors, microprocessors or any other devices or components in relation to aforesaid goods, whether currently existing or as may be developed in future and to provide all sort of technical and field engineering support for the same.”

2.1.6. *The Resolution Applicant is eligible to submit the Resolution Plan as per the final list of applicants made by the Resolution Professional. The Resolution Applicant has submitted affidavit dated 18.12.2018 to this effect.*

2.2. Creditworthiness and Financial Capability of the Resolution Applicant

2.2.1. *The funds to be infused in terms of this Resolution Plan will be infused and sourced by the Promoters of the Resolution Applicant. The audited balance sheet of the Resolution Applicant as on 31st March 2017 & 31st March 2018 are provided in **Schedule 3** (Account Statements of the Resolution Applicant).*

2.3. Business Plan

2.3.1. *The detailed Business Plan is attached as **Schedule 4** (Business Plan). Provided below are indicative contents of the Business Plan:*

2.3.1.1. *Details of any sale proposal or divestment (if any) are provided in **Schedule 1** (Financial Proposal) of the Resolution Plan.*

2.3.1.2. *Our proposal in relation to treatment of all Creditors is provided in Section 3 (Mandatory Provisions) and Section 4 (Treatment of Other Creditors and Claims) of this Resolution Plan.*

2.3.1.3. *Our proposal relating to building the capability, technical, financial, manpower, etc. of the Corporate Debtor is provided in the business plan attached as **Schedule 4** (Business Plan) of the Resolution Plan.*

2.3.1.4. *Details of any proposed financing, or investment (if any) is provided in **Schedule 1** (Financial Proposal) of the Resolution Plan.*

2.4. Previous Experience

2.4.1. *Shri Nandkishor Jamnalal Toshniwal is born on 29th September 1955. He is M.Com and Fellow member of Institute of Chartered Accountants of India (New Delhi), ICWA- Inter from Institute of Cost and Works Accounts of India. He is practicing Chartered Accountant and carries over 3 decades of working experience in the field of Accounting and Finance.*

2.4.2. *He has experience in Auditing, Management Audit, Statutory Audit, Internal Audit, Direct and Indirect Taxation, Bank audits, Credit Co-operative Societies Audit, Project Finance etc. He has hands on experience of audit of various Companies across a spectrum of diversified business fields.*

2.4.3. *He was holding Trustee position in Prerana Sikshan Sanstha, Pune. He held position of Director in Prerana Cooperative Bank. Mr. Toshniwal is trustee Akhil Bhartiya Natya Parishad, Pune.*

- 2.4.4. *He is a prominent social figure in Pune and is actively involved in various socio cultural activities.*
- 2.4.5. *Smt. Vijaya Nandkishore Toshniwal, having Directors Identification No. 08293519, is born on 25th October 1956. She is M.Com, G.D.C. & A and currently working as Tax Consultant. She has a vast working experience of over 30 years in Auditing, Accounts, Direct Tax, Indirect Tax, Project Finance etc. She is actively involved in Statutory Audit, Internal Audit in Co-operative Societies, Tax Planning, Capital Planning, Funds Management, Techno Commercial viability of project investment. She will be taking active part in business of the Corporate Debtor and by her vision and loads of experience will be the guiding force to turn around the future of the Corporate Debtor.*
- 2.4.6. *Smt. Vijaya Nandkishore Toshniwa undertakes active participation in seminars and social programmes, tax awareness, how to study, blood donation camps, tree plantation, national integration and development programmes and an active Social Worker.*
- 2.4.7. *Akar Industries Private Limited, a Company incorporated under the Companies Act, 1956, holding 99.5% equity stake in the Resolution Applicant is incorporated on 17th Day of January, 1988 as Kathiawad Investments Private Limited. The main objects of the Akar Industries Private Limited provides for undertaking the business of steel equipment, castings, steel rolling mills, metallic and non metallic machineries, ferrous and non ferrous metal.*

2.5. Indicative Timeline of Events for Implementation of the Proposed Resolution Plan

- 2.5.1. *Implementation of the Resolution Plan shall commence from the NCLT Approval Date.*
- 2.5.2. *Unless waiver (where permissible under Applicable Law) by the Resolution Applicant, the consummation and completion of the Resolution Plan is contingent on the following conditions ("Conditions Precedent") having been fulfilled:*
- 2.5.2.1. *Regulatory Approvals and Filings:*
- 2.5.2.1.1. *Receipt of certified copies of the order of the NCLT sanctioning the Resolution Plan;*
- 2.5.2.1.2. *Certified copy of the order of the NCLT sanctioning the Resolution Plan being filed with the jurisdictional ROC, if required;*
- 2.5.2.1.3. *If required, approval being obtained from relevant and applicable regulatory bodies, either by (a) grant of approval; or (b) deemed grant of approval to the Resolution Plan through expiration of time periods available for their investigation and any period of limitation for filing an appeal therefrom having elapsed;*
- 2.5.2.1.4. *Such other approvals or clarifications as may be directed by the NCLT having been obtained; and*
- 2.5.2.2. *No Material Adverse Change has occurred on or before the NCLT Approval Date.*
- 2.5.3. *In view of Section 238 of the Code, the Resolution Applicant has assumed that the Code is a complete code in itself and the NCLT order approving a resolution plan will constitute a single window clearance for all actions required under a resolution plan. Accordingly, the NCLT order sanctioning this Resolution Plan will be final and binding on all stakeholders and third parties, and will not require compliance with procedural requirements under other laws (such as those under the Companies Act) and contracts.*
- 2.5.4. *For the avoidance of doubt, if the Conditions Precedent are not completed in accordance with this Resolution Plan, guarantees, if any, provided on behalf of the Resolution Applicant shall not be liable to be invoked and no other action shall be taken against the Resolution Applicant.*

2.5.5. Subject to the above, provided below is an indicative timeline of events for implementation of the Resolution Plan:

INDICATIVE ACTIVITY SCHEDULE		
S. NO.	ACTIVITY	INDICATIVE TIMELINE (DAYS)
Approval Process		
1.	Presentation of Resolution Plan to the COC	To be completed prior to NCLT approval
2.	Approval of Resolution Plan by COC	
3.	Application to the NCLT for approval of the Resolution Plan	
4.	Approval of Resolution Plan by the NCLT on NCLT Approval Date (such date, "X")	X
5.	Writing off certain dues of the Corporate Debtor in accordance with the Resolution Plan and Code, as set out in Section 3 (Mandatory Provisions) and Section 4 (Treatment of Other Creditors and Claims) of this Resolution Plan	
6.	Formation and appointment of the Implementation and Monitoring Committee and reconstitution of the Board	
7.	Intimation to all Financial Creditors and Operational Creditors, existing shareholders and other stakeholders	
8.	Payment of CIRP Costs and any other mandatory costs in accordance with the provisions of the Code, as detailed in Section 3 (Mandatory Provisions)	X+1
9.	The Resolution Applicant appoint their representative on the Implementation and Monitoring Committee	NCLT Approval Date
Interim Period		
10.	Completion of Conditions Precedent	On or before E -1
11.	Obtaining other mandatory regulatory approvals, if any, as set out in section 2.9.2 (Approvals)	Timeline for approval depends on respective authority
Effective Date Actions		
12.	Effective Date	E
13.	Completion of acquisition by the Resolution Applicant	E
14.	Write down or extinguishment of the relevant liabilities, including Admitted Debt, in accordance with the Resolution Plan	E
15.	Cash infusion towards working capital	E

Settlement of Creditors		
16.	Payment of upfront cash in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E
17.	Payment of Employees and Workmen Dues, if any	E
18.	Payment of first instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E + 6 months
19.	Payment of second instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E + 7 months
20.	Payment of third instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E + 8 months
21.	Payment of fourth instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E + 9 months
22.	Payment of fifth instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E + 10 months
23.	Payment of sixth instalment in terms of the financial proposal to Creditors and other stakeholders as per Resolution Plan	E+11 months

Notes:

The Resolution Applicant shall adhere to the timelines prescribed under the Code in respect of mandatory payments. The other implementation timelines indicated above for completion of the entire process for effectiveness within 90 days of receipt of the NCLT approval is only an estimate and is non-binding. The Resolution Applicant shall make good faith efforts to meet the indicative timelines above.

2.6. Management of the Corporate Debtor

2.6.1. *The Resolution Plan provides for acquisition by the Resolution Applicant of the Corporate Debtor through a suitable method in accordance with the provisions of the Code and other Applicable Law as detailed in Section 5 of the Resolution Plan. Accordingly, detailed provision has been made in the Resolution Plan for management of the Corporate Debtor by an Implementation and Monitoring Committee between the NCLT Approval Date and the Effective Date, constitution of the Board of Directors, appointment of auditors and retention of employees in the Corporate Debtor. Please refer to section 3.7 (Management and Control of the Corporate Debtor) of this Resolution Plan.*

2.7. Supervision of the Resolution Plan

2.7.1. It is intended that the implementation of the Resolution Plan be supervised by the Implementation and Monitoring Committee constituted pursuant to the Resolution Plan. Details regarding supervision of the Resolution Plan have been provided in section 3.8 (Manner of Supervision and Implementation of the Resolution Plan) of this Resolution Plan.

2.8. Estimated Value

2.8.1. *The enterprise value for the domestic business of the Corporate Debtor, on the basis of its past performance, present situation, and its future business potential as forecasted in our Business Plan is INR 35 Crores plus 8,25,29,514 Shares of Dish TV Ltd which is under dispute.*

2.8.2. *With respect to the business and assets of the Corporate Debtor, the following assets have been considered:*

1. *Property at Basement, 833, Lincon St, Jeevantyara Building, Kolkatta*
2. *Property at Ahmednagar Indl. Area, MIDC, Ahmednagar*
3. *Building at Ahmednagar*
4. *Property located at Plot No. 12, Block G, Sector 11, Noida*
5. *Building at Noida*
6. *Dish TV Ltd 8,25,29,514 Shares, which is under dispute*

2.9. Approvals

- 2.9.1. *The approvals required for implementation of the Resolution Plan as per the understanding of the Resolution Applicant have been listed herein below. Payments to creditors (other than payment of CIRP Costs and other mandatory costs as set out in the Code) shall take place only after receipt of the following approvals:*
- 2.9.1.1. *NCLT approval and filing with the jurisdictional ROC;*
- 2.9.1.2. *Such other approvals and confirmations as may be directed by the NCLT.*
- 2.9.2. *Additionally, under Applicable Law, consummation of the transactions proposed as part of the Resolution Plan is likely to require the following approvals:*
- 2.9.2.1. *If required, consents from the lessors of the properties set out in **Schedule 5** (Lessor Approvals), consenting to the change in control in such properties pursuant to the Resolution Plan;*
- 2.9.2.2. *Such other approvals and confirmations as may be directed by the NCLT.*
- 2.9.3. *The Resolution Applicant will endeavor to obtain these approvals expeditiously and intend to make applications as required for fulfilment of the conditions precedent expeditiously after filing of the Resolution Plan with the NCLT.*

PART II – MANDATORY PROVISIONS

3. Section 3:

3.1. Payment of Insolvency Resolution Process Costs

- 3.1.1. *In accordance with the Code, the CIRP costs will be paid out in priority over payments to any other Creditors within 30 days from the NCLT Approval Date. If the Effective Date occurs on or before the expiry of 30 days from the NCLT Approval Date, the CIRP Costs shall be paid out of the funds infused in the Corporate Debtor as set out in **Schedule 1** (Financial Proposal) of the Resolution Plan. If the Effective Date has not so occurred, the CIRP Costs shall be paid in full out of the cashflows of the Corporate Debtor. The Resolution Applicant will arrange for additional funds (if needed) through infusion of either debt or equity into the Corporate Debtor in accordance with the Applicable Law, to meet any shortfall in the cash-flows of the Corporate Debtor for making payment towards the CIRP costs as and when notified of the same and after the NCLT Approval Date.*
- 3.1.2. *Once the CIRP Costs have been paid in full, it is clarified that no claims, liabilities, fines, costs, expenses or any other payment of such nature or otherwise, that are or are claimed to constitute CIRP Costs shall be payable by the Resolution Applicant.*

3.2. Treatment of Operational Creditors

- 3.2.1. *As per the information and documents provided by the Resolution Professional, Operational Creditor claims aggregating to INR 0 have been submitted for the purpose of CIRP by the Resolution Professional.*
- 3.2.2. *As a consequence, amount payable to Operational Creditors (but not including workmen dues, or Governmental Authority Dues) would be NIL.*

3.2.3. *Following the approval of the Resolution Plan by the NCLT, no amounts shall be payable to the Operational Creditors (excluding employees, workmen and Governmental Authorities) whether or not set out in the Information Memorandum, or other documents shared by the Resolution Professional. Further, any and all rights and entitlements of any actual or potential Operational Creditors (including any person who may claim to be such a creditor by way of exercise of rights under Applicable Laws or equity) of the Corporate Debtor, whether such claims are or entitlements have been filed before the Resolution Professional or not, whether admitted by the Resolution Professional or not, and whether or not set out in the Information Memorandum, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, being due or contingent, asserted or unasserted, crystallized or crystallized, known or unknown, disputed or undisputed, present or future, in relation to any period prior to the Effective Date shall be deemed to be permanently extinguished with effect from the NCLT Approval Date, by virtue of the order of the NCLT approving the Resolution Plan. The Corporate Debtor or the Resolution Applicant, as the case may be, shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto.*

3.3. Treatment of Dissenting Financial Creditors

3.3.1. *Dissenting Financial Creditors are required to be paid only such amounts as would have been paid to them in case of liquidation of the Corporate Debtor, as per Section 30 of the Code, the Dissenting Financial Creditors shall be paid before payments are made to the Financial Creditors, who voted in favour of the Resolution Plan. Accordingly, the Dissenting Financial Creditors shall be paid the Liquidation Value accruing to them in accordance with the Code. The Dissenting Secured Financial Creditor Debt and the Dissenting Unsecured Financial Creditor Debt shall respectively be restructured and recorded at fair value on the books of the Corporate Debtor and extinguished and written-off. Under this Resolution Plan, each of the Dissenting Financial Creditors shall be paid amounts as have been Set out in Schedule 1 (Financial Proposal) of this Resolution Plan, in accordance with the Code (including waterfall and payment priority set out in Section 30, 52, 53 of the Code, and Regulation 38 of the IBBI (CIRP) Regulations).*

3.3.2. *The source of funds for payment of the abovementioned dues shall be the funds infused in the Corporate Debtor, and any other source specified in Schedule 1 (Financial Proposal) of the Resolution Plan. Following the restructuring or payment of the Dissenting Secured Financial Creditor Debt (as the case may be), and extinguishment of the Dissenting Unsecured Financial Creditor Debt, no additional dues shall be payable to such Financial Creditors in accordance with this Resolution Plan. It is clarified that no additional amounts shall be payable to the Dissenting Financial Creditors, whether or not set out in the Information Memorandum, balance sheets or the profit and loss account statements of the Corporate Debtor.*

3.3.3. *Given that the claims of the Financial Creditors amount to INR **1,696.36 Crores** Crores , based on our assessment, the Liquidation Value is likely to be even insufficient to satisfy in full the debt owed to the Financial Creditors in the event of liquidation of the Corporate Debtor, any and all rights and entitlements of any actual or potential Dissenting Financial Creditors of the Corporate Debtor (including any person who may claim to be such a creditor by way of exercise of rights under Applicable Laws or equity), whether admitted or not, due or contingent, asserted or unasserted, unknown, disputed or undisputed, present or future, in relation to any period prior to the Effective Date, shall be deemed to be permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan. The Corporate Debtor and the Resolution Applicant shall at no point of time,*

directly or indirectly, have any obligation, liability or duty in relation thereto. All dues owed to Dissenting Financial Creditors shall be taken to be restructured on the NCLT Approval Date and deemed to be settled fully and finally on the Effective Date. 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 Corporate Debtor for recovery of, or in relation to, the Dissenting Secured Financial Creditor Debt and/or the Dissenting Unsecured Financial Creditor Debt or any claims (whether admitted or unadmitted).

3.4. Treatment of Dues to Workmen and Employees

3.4.1. *As per the information and documents provided by the Resolution Professional, workmen and employee claims aggregating to INR 0 have been submitted for the purpose of CIRP by the Resolution Professional.*

3.4.2. *As a consequence, amount payable to workmen and employees would be NIL.*

3.4.3. *Following the approval of the Resolution Plan by the NCLT, any and all claims or demands made by, or liabilities or obligations owed or payable to, (including any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/ accruing or in connection with any third party claims, or any claims made by any person who may claim to be a creditor by way of exercise of rights under Applicable Laws or equity) any present or past, direct or indirect, permanent or temporary employee and/or workman of the Corporate Debtor, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, in relation to any period prior to the Effective Date pursuant to this Resolution Plan, will be written off full and shall be, and be deemed to be, permanently extinguished with effect from the NCLT Approval Date by virtue of the order of the NCLT approving this Resolution Plan. The Corporate Debtor or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.*

3.5. Treatment of Dues to Governmental Authorities

3.5.1. *As per the Information Memorandum and the information provided by the Resolution Professional, the total dues payable to Governmental Authorities aggregate to NIL amounts (“**Governmental Authority Dues**”). As per the Code, Governmental Authorities (being Operational Creditors) are required to be paid such amounts as would have been payable to such Governmental Authority in case of liquidation of the Corporate Debtor. However, based on our assessment, the liquidation value of the Corporate Debtor will be insufficient to satisfy the claims of even the Secured Financial Creditors in full and therefore will likely be insufficient for payment of dues payable to the Governmental Authorities in accordance with the provisions of the Code. Accordingly, the Governmental Authorities shall be paid the liquidation value accruing to them, i.e. Nil amounts, except in cases where any other amounts are payable in accordance with the Code. As a consequence, in the present case, except for the mandatory payments that accrue to any Governmental Authority, all dues payable to Governmental Authorities shall be written off in full and shall be, and be deemed to be, permanently extinguished as on the NCLT Approval Date or such other date as may be agreed. Notwithstanding anything contained herein and without prejudice to the rights of the Corporate Debtor, it is clarified that the Resolution Applicant reserve the right to enter into one-time settlement arrangements with certain Governmental Authorities if considered necessary by the Resolution Applicant.*

- 3.5.2. Accordingly, and in accordance with the above:
- 3.5.2.1. All claims or demands made by, or liabilities or obligations owed or payable to or assessed by, any Governmental Authority, in relation to any dues, direct or indirect taxes, duties (including stamp duties), penalties, fees, interest, fines, levies, cesses, assessments or additions or any other charges or payments whatsoever (including without limitation, the direct and indirect tax liabilities) on the Corporate Debtor or in relation to the Corporate Debtor, whether or not such claims or demands are admitted, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future; and
- 3.5.2.2. Any liabilities in relation to any consent, permission, privilege, entitlement, exemption, benefit, license or approval granted to the Corporate Debtor, or in relation to the Corporate Debtor, whether or not such consent, permission, privilege, entitlement, exemption, benefit, license or approval is subsisting, lapsed or expired, whether or not such claim, demand, liability is set out in the Information Memorandum, the balance sheets or the profit and loss account statements of the Corporate Debtor, in relation to any period prior to the Effective Date, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Corporate Debtor, or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.

3.6. Term of the Resolution Plan and its Implementation Schedule

- 3.6.1. The implementation of the Resolution Plan shall commence immediately from the NCLT Approval Date, and completion of the implementation of the Resolution Plan shall be subject to receipt of the approvals required in terms of Applicable Law, and fulfillment of the Conditions Precedent and the conditions set out in Section 6 (Conduct of Business Prior to Effective Date), and performance of all other actions as set out herein. The Resolution Plan is proposed to be implemented in two phases:
- 3.6.1.1. **Phase I:** Upon the NCLT Approval Date, appointment of the Implementation and Monitoring Committee for management of the Corporate Debtor during this period and changes to management as set out in sub-section 3.7 (Management and Control of the Corporate Debtor), and payment/restructuring or extinguishment of dues owed by the Corporate Debtor to the Creditors to the extent provided herein;
- 3.6.1.2. **Phase II:** Upon the completion of the Conditions Precedent, acquisition by the Resolution Applicant of control of the Corporate Debtor through any suitable method in accordance with the provisions of the Code and other Applicable Laws on the Effective Date, and settlement of dues of, inter alia, Approving Secured Financial Creditors, Dissenting Secured Financial Creditors and Approving Unsecured Financial Creditors in the manner provided in the Resolution Plan.
- 3.6.2. If the Effective Date has not occurred by the Long Stop Date, the Resolution Plan otherwise mutually agreed between the shall stand terminated, unless Implementation and Monitoring Committee and the Resolution Applicant, or the COC and the Resolution Applicant, as the case may be. For a detailed list of powers and responsibilities of the Implementation and Monitoring Committee please refer to sub-section 3.8 (Manner of Supervision and Implementation of the Resolution Plan).

3.7. Management and Control of the Corporate Debtor

- 3.7.1. On and From the NCLT Approval Date, and till the occurrence of the Effective Date, the Corporate Debtor shall be managed by the Implementation and Monitoring Committee.

- 3.7.2. **Implementation and Monitoring Committee:** Upon the NCLT Approval Date, an Implementation and Monitoring Committee comprising 3 (three) persons of which 1 (one) will be Mr. Rakesh R Rathi, 1 (one) will be nominated by the COC and one nominated by the Resolution Applicant will be constituted without any further action or omission required from the Corporate Debtor or the Resolution Applicant ("Implementation and Monitoring Committee"). Terms of appointment of the members of, and details of the functioning of the Implementation and Monitoring Committee will be implemented by the COC and the Resolution Applicant jointly and any related costs relating to such appointments, and terms thereof shall be borne by the Corporate Debtor.
- 3.7.3. **Formation of the Reconstituted Board and the Corporate Debtor:** The newly appointed Implementation and Monitoring Committee shall be responsible for the supervision of the day to day affairs of the Corporate Debtor till the Effective Date. On the NCLT Approval Date, all the existing directors of the Corporate Debtor, without any further action being required on the part of any Person, shall, unless otherwise required by the NCLT or agreed to by the Resolution Applicant in writing, be deemed to have resigned from the Board of the Corporate Debtor and the Board of the Corporate Debtor will be reconstituted to comprise of the members of the Implementation and Monitoring Committee ("**Reconstituted Board**"). After the Effective Date, and following the acquisition by the Resolution Applicant of control of the Corporate Debtor through any suitable method in accordance with the provisions of the Code and other Applicable Laws, the nominees of the Resolution Applicant shall constitute the board of directors of the Corporate Debtor and appoint key managerial personnel. Credentials of the proposed Directors of the Corporate Debtor have been attached hereto as Schedule 2 (Executive Management). The Resolution Applicant shall endeavor to appoint key managerial personnel (as defined under the Companies Act), if required.
- 3.7.4. **Function of the Reconstituted Board:** After approval of the Resolution Plan by the NCLT, till the Effective Date, the Implementation and Monitoring Committee shall oversee the management of the affairs of the Corporate Debtor (along with the Reconstituted Board). The Implementation and Monitoring Committee and the Reconstituted Board shall comply with the provisions of the Resolution Plan and shall not take or omit to take any actions which could impact the successful implementation of this Resolution Plan. Further, the Resolution Applicant may appoint an independent observer to the Reconstituted Board by way of a clean team arrangement, in accordance with Applicable Laws from the NCLT Approval Date.
- 3.7.5. **Existing Manpower of the Corporate Debtor:** The Corporate Debtor shall, without any obligation, and subject to acceptable performance norms, endeavor to retain existing manpower, which was engaged by the Corporate Debtor in relation to its business. Employee head count can be increased or reduced based on the operational performance and growth of the Corporate Debtor. Certain members of the current management, if any, may be retained at the discretion of the Resolution Applicant for a period of 6 to 12 months as consultants, subject to execution of code and conduct and confidentiality, to ensure smooth transition of management and stabilization of operations.
- 3.7.6. **Statutory and Internal Auditors:** After the acquisition by the Resolution Applicant of control of the Corporate Debtor through any suitable method in accordance with the Code and other Applicable Laws, the management of the Corporate Debtor shall appoint reputed and credible accountancy firms as statutory and internal auditors in accordance with Applicable Law.

3.7.7. **Corporate Actions:** *The Corporate Debtor and the Resolution Applicant, as applicable, shall take appropriate corporate actions necessary for implementation of all the provisions of the Resolution Plan, which includes (i) filing of appropriate documents or forms with relevant regulatory authorities, (ii) issuance of shares and instruments as provided in the plan, and (iii) regular compliance as per the Applicable Law.*

3.7.8. **Resolution Professional and the COC:** *The Resolution Professional was appointed by the NCLT as Interim Resolution Professional and the COC was formed by the Interim Resolution Professional pursuant to the CIRP. Subsequently, the Committee of Creditors appointed Interim Resolution Professional as Resolution Professional, and who accordingly shall serve in accordance with the provisions of the Code.*

3.8. Manner of Supervision and Implementation of the Resolution Plan

3.8.1. *The Implementation and Monitoring Committee, along with the Reconstituted Board, shall have the responsibility of management of the Corporate Debtor and implementation and supervision of the Resolution Plan till the Effective Date. The Implementation and Monitoring Committee will also supervise the functioning of the management and Reconstituted Board.*

3.8.2. *The terms of functioning of the Implementation and Monitoring Committee shall be finalized by the COC and the Resolution Applicant jointly. All decisions taken by the Implementation and Monitoring Committee shall be by way of a majority vote of the members of the Implementation and Monitoring Committee.*

3.8.3. *The responsibilities of the Implementation and Monitoring Committee shall include:*

3.8.3.1. *To ensure implementation of the Resolution Plan as approved by NCLT, by the Reconstituted Board of the Corporate Debtor;*

3.8.3.2. *Make or cause to be made, on behalf of the Corporate Debtor, all applications for regulatory and third party approvals required for Implementation of the transactions contemplated in the Resolution Plan in a form and manner agreed with the Resolution Applicant;*

3.8.3.3. *To provide regular updates to the consortium formed by the lenders, if any, and the Resolution Applicant;*

3.8.3.4. *To provide updates to the IBBI as and when required;*

3.8.3.5. *To ensure utilization of Corporate Debtor's funds and payment of dues are made as per the Resolution Plan, and supervise the withdrawals of funds from the bank accounts of the Corporate Debtor;*

3.8.3.6. *Use of any legal counsel for legal advice that it may need in relation to this Resolution Plan or the transaction contemplated herein;*

3.8.3.7. *At all times, be empowered to do all such acts, deeds or things and exercise all rights and privileges and perform all duties. which now or hereafter, may appertain to the Implementation and Monitoring Committee in order to accomplish the purpose of the Resolution Plan;*

- 3.8.3.8. *Intimate the COC and the NCLT of the progress being made on the implementation of the Resolution Plan on a monthly basis or on such intervals as may be directed by the NCLT; and*
- 3.8.3.9. *Oversee the affairs of the Corporate Debtor and ensure that the Corporate Debtor continues to function in its ordinary course of business.*
- 3.8.4. *In addition to the above, the Implementation and Monitoring Committee shall be deemed to have the same rights, powers and privileges which the COC and the Resolution Professional have during the CIRP, to the extent applicable. The Implementation and Monitoring Committee shall also be deemed to have the same responsibility as the COC and Resolution Professional have during the CIRP to preserve the value of the business of the Corporate Debtor.*
- 3.8.5. *The Resolution Professional (for so long as he is in office) and thereafter, an authorized signatory of the Corporate Debtor under directions of the Implementation and Monitoring Committee, will sign all applications on behalf of the Corporate Debtor that are proposed to be made to any regulatory authority in order to obtain necessary approvals (including the approvals set out in section 2.9.2) for implementation of this Resolution Plan within the timelines set out herein. Further, on and from the NCLT Approval Date till the Effective Date, all cashflows of the Corporate Debtor shall be managed by the Implementation and Monitoring Committee, and the Implementation and Monitoring Committee will identify and nominate persons, who shall be authorized by the Reconstituted Board as the signatories of the Corporate Debtor to manage and operate all bank accounts of the Corporate Debtor. The nominee of the Resolution Applicant, once appointed, shall be authorized as the sole signatory at the option of the Resolution Applicant.*
- 3.8.6. *Further, upon approval of the Resolution Plan by the NCLT, necessary steps will be taken to file the same as necessary with various governmental authorities, income tax authorities, various Courts, Tribunals and regulatory authorities where proceedings with respect to the Company are pending, for disposal, dismissal or withdrawal (as the case may be) of all such civil and criminal proceedings. To the extent possible and feasible under Applicable Law, necessary applications towards fulfilment of the Conditions Precedent may be made after COC approval in the interests of time.*
- 3.9. Statement as to how the Resolution Applicant will deal with the interest of all Stakeholders**
- 3.9.1. *Schedule 1 (Financial Proposal) read with Section 3 and Section 4 of this Resolution Plan has dealt with the interests of all the stakeholders in the Corporate Debtor, including the Financial Creditors (whether secured or unsecured, assenting or dissenting) and Operational Creditors of the Corporate Debtor in accordance with Applicable Law.*
- 3.10. Control over Corporate Debtor**
- 3.10.1. *Notwithstanding the provisions of this Section 3, pursuant to this Resolution Plan and by virtue of the NCLT order, on and from the Effective Date, the Resolution Applicant shall be entitled to exercise sole and absolute control over the affairs of the Corporate Debtor, including making changes to the management and executives as it deems fit in its sole discretion. The Implementation and Monitoring Committee and Reconstituted Board shall keep the Resolution Applicant fully informed and cooperate with it to enable the Resolution Applicant to exercise control over the affairs of the Corporate Debtor.*

TREATMENT OF OTHER CREDITORS AND CLAIMS

4. SECTION 4:

4.1. Treatment of Other Creditors

- 4.1.1. *In accordance with the Code, the Other Creditors shall be paid the Liquidation Value accruing to such Other Creditors. Given that the claims of the Financial Creditors amount to INR **1,696.36 Crores**, based on our assessment, the Liquidation Value will likely be even insufficient to satisfy the claims of the*

Financial Creditors in full. In that case, the Liquidation Value accruing to Other Creditors would be NIL Accordingly, Nil payment has been proposed under this Resolution Plan towards claims of Other Creditors.

4.1.2. *All dues payable to Other Creditors, including any and all claims or demands in connection with or against the Corporate Debtor, and all liabilities or obligations of the Corporate Debtor (including any demand for any losses or damages or in connection with any third party claims or any investigations by any governmental bodies or authorities by or to any Other Creditors (including any other actual or potential creditor, if any or any counter-party, including any subsidiary, joint venture or associate) whether under law, equity or contract, whether admitted or not, due or contingent, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not such claims, demands, dues or liabilities are set out in the Information Memorandum, the balance sheets or the profit and loss account statements of the Corporate Debtor, in relation to any period prior to the Effective Date or arising on account of acquisition by the Resolution Applicant of control of the Corporate Debtor through any suitable method in accordance with the Code and other Applicable Laws pursuant to this Resolution Plan, will be written off in full and shall be, and be deemed to be, 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 be, directly or indirectly, held responsible or liable in relation thereto.*

4.1.3. *Any and all claims or demands in connection with or against the Corporate Debtor and all liabilities or obligations of the Corporate Debtor (including any demand for any losses or damages or in connection with any third party claims or any investigations by any governmental bodies or authorities such as the Central Bureau of Investigation) by or to any other stakeholder (including any other actual or potential creditor, if any or any counter-party, including any subsidiary, joint venture or associate) whether under law, equity or contract, whether admitted or not, due or contingent, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, and all inquiries, investigations or proceedings in relation to the foregoing, in relation to any period prior to the Effective Date pursuant to this Resolution Plan or arising on account of this Resolution Plan, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and all the investigations, inquiries or show-cause, whether civil or criminal in relation to the foregoing shall be disposed of and the Corporate Debtor or Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.*

4.2. Treatment of Approving Financial Creditors

4.2.1. *Subject to the payments made to the Dissenting Financial Creditors in accordance with Schedule 1 (Financial Proposal) and Section 3.3 (Treatment of Dissenting Financial Creditors), under this Resolution Plan, each of the Approving Secured Financial Creditors and Approving Unsecured Financial Creditors shall be paid amounts as have been set out in **Schedule 1** (Financial Proposal) of this Resolution Plan, in accordance with the Code. The source of funds for payments to the Approving Secured Financial Creditors and Approving Unsecured Financial Creditors shall be the funds infused in the Corporate Debtor, and any other source specified in **Schedule 1** (Financial Proposal) of the Resolution Plan. Following the restructuring and pay out of the Approving Secured Financial Creditor Debt and Approving Unsecured Financial Creditor Debt as above, and extinguishment of the remaining Approving Secured Financial Creditor Debt and Approving Unsecured Financial Creditor Debt, no additional dues shall be payable to the Financial Creditors in accordance with this Resolution Plan. It is*

clarified that no additional amounts shall be payable to the Approving Secured Financial Creditors or the Approving Unsecured Financial Creditors, whether or not set out in the Information Memorandum, balance sheets or the profit and loss account statements of the Corporate Debtor.

- 4.2.2. *Without prejudice to the payout for the relevant category of Financial Creditors above, and given that the claims of the Financial Creditors amount to INR 1,696.36 Crores and based on our assessment, the Liquidation Value is likely to be even insufficient to satisfy in full the debt owed to the Financial Creditors in the event of liquidation of the Corporate Debtor, any and all rights and entitlements of any actual or potential Approving Secured Financial Creditors and Approving Unsecured Financial Creditors of the Corporate Debtor (including any Person who may claim to be a creditor by way of exercise of rights under Applicable Laws or equity), whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future, in relation to any period prior to the Effective Date, shall be deemed to be permanently extinguished and settled in full by virtue of the order of the NCLT approving this Resolution Plan. The Corporate Debtor and the Resolution Applicant shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. All dues owed to Financial Creditors of the Corporate Debtor shall be deemed to be restructured fully and finally to such extent as set out in this Resolution Plan. No Financial Creditor shall bring, initiate or issue any notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory or administrative proceedings against, the Corporate Debtor for recovery of, or in relation to, the any debt owed by the Corporate Debtor to such Financial Creditor.*

4.3. Treatment of Existing Security Interest, and on-going Litigation

4.3.1. Under this Resolution Plan:

- 4.3.1.1. *all adverse inquiries, investigations, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against, the Corporate Debtor or the affairs of the Corporate Debtor, pending or threatened, present or future, (including without limitation, any investigation by any Governmental Authority) that have been initiated or are threatened (“Dispute”) to be initiated against or by the Corporate Debtor (including those proceedings that relate to the Corporate Debtor); and*
- 4.3.1.2. *any Encumbrance or collateral (whether enforced, crystallized or proceeded with or not) over the Assets (created and/or perfected for debt availed by the Corporate Debtor or a third party) (collectively “Security”) that exists by operation of Applicable Law, or in connection with any debt owed to Financial Creditors, Operational Creditors, Other Creditors or any other debt or obligation of the Corporate Debtor, or in relation to a third party (including a related party) whose obligations were secured by the Corporate Debtor by creation any Security in favour of another person, at any time prior to the NCLT Approval Date, shall stand automatically revoked, released, cancelled, withdrawn, dismissed and deemed null and void (as the case may be) and all liabilities and obligations in relation to such Security or Dispute shall be, and be deemed to have been, permanently extinguished on the NCLT Approval Date or such other date as may be agreed. Further, any claim arising from any Dispute or Security, whether set out herein or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, in relation to any period prior to the Effective Date or arising on account of this Resolution Plan, will be written Off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Corporate Debtor or the Resolution Applicant shall*

at no point of time be, directly or indirectly, held responsible or liable in relation thereto. All title deeds and other documents held by any Creditor or third party (as trustee or otherwise) in relation to such Security shall be immediately released in fit and proper condition to the Corporate Debtor.

4.3.2. *Any invocation or appropriation or other enforcement action already undertaken against the Corporate Debtor in respect of any Encumbrance, guarantee or collateral or any other debt or obligation of the Corporate Debtor, at any time prior to the Effective Date, shall stand automatically revoked and cancelled and withdrawn and deemed null and void and all liabilities and obligations in relation to such Encumbrance or collateral shall be deemed to have been permanently extinguished by the NCLT order approving the Resolution Plan.*

4.3.3. *It is clarified that the existing promoters, shareholders, managers, directors, officers, or such other person in charge of the affairs and management of the Corporate Debtor (including any person who was an 'officer in default' or 'occupier') prior to the Date shall continue to be responsible and liable for all the liabilities, claims, demand, obligations, penalties etc. arising out of any (i) proceedings, inquiries, investigations, orders, show causes, notices, suits, litigation etc. (including those arising out of any orders passed by the NCLT pursuant to Sections 43, 45, 49, 50, 66, 68, 70, 71, 72, 73 or 74 of the Code) or any acts or omissions in breach of Applicable Law which occurred prior to the Effective Date or (ii) that may arise out of any proceedings, inquiries, investigations, orders, show cause, notices, suits, litigation etc. (including any orders that may be passed by the NCLT pursuant to Sections 43, 45, 49, 50, 66, 68, 70, 71, 72, 73 or 74 of the Code). Further, for the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that if any criminal proceedings initiated against the officers of the Corporate Debtor prior to the Effective Date cannot be disposed of by the NCLT under Applicable Law, the same shall continue against such officers. However, any liability accruing to the Corporate Debtor in relation to such criminal proceedings against the officers of the Corporate Debtor shall be deemed to have been permanently extinguished by the NCLT order approving the Resolution Plan.*

4.4. Treatment of Securities and Contractual Comforts

4.4.1. *Except as dealt with in this Resolution Plan, all margin money/ fixed deposit with lien provided by the Corporate Debtor or any Encumbrances of similar nature, or margin assurances, Encumbrances or liens that exist by operation of Applicable Law, along with any contractual comforts provided by the Corporate Debtor, shall be deemed to be released immediately upon the NCLT Approval Date and shall revert to the Corporate Debtor.*

4.4.2. *Further, the bank guarantees issued for the benefit of the Corporate Debtor, which have not been invoked and which are necessary or required for maintaining the Corporate Debtor as a going concern as identified by the Resolution Applicant ("**Necessary Bank Guarantees**"), shall be maintained for a period of 60 (sixty) days from the Effective Date or until there are guarantees arranged by or on behalf of the Resolution Applicant, whichever is earlier. Until the Effective Date, the Resolution Professional, Implementation and Monitoring Committee and Reconstituted Board are required to take all such steps as may be necessary to prevent the invocation, revocation, cancellation or extinguishment of such Necessary Bank Guarantees and to renew or extend or roll over the term of such Necessary Bank Guarantees to maintain the Corporate Debtor as a going concern. The Corporate shall bear all costs, charges and expenses in relation to such continuation, extension or roll over of the Necessary Bank Guarantees without any write off.*

- 4.4.3. *Other than the Necessary Bank Guarantees proposed to be replaced or counter-guaranteed by the Resolution Applicant in the manner set out under this sub-section, all liabilities Of the Corporate Debtor (including any rights of subrogation third parties may have against the Corporate Debtor) in relation to any letters of credit, letters of undertaking, guarantees, counter guarantees, corporate guarantees, bank guarantees, performance guarantees or other contingent or future claims, liabilities and/or commitments of any nature whatsoever issued by, or on behalf of, or at the behest of, the Corporate Debtor, or incurred or undertaken by the Corporate Debtor (as the case may be), in relation to any period prior to the Effective Date or arising on account of the Resolution Plan, whether asserted or unasserted, whether admitted or not, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, will be, and be deemed to be, permanently extinguished, by virtue of the order of the NCLT approving this Resolution Plan and all liabilities of the Corporate Debtor in relation thereto will be written-off in full. The Corporate Debtor, or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.*
- 4.4.4. *To ensure that no rights of subrogation or action against the Corporate Debtor survive, on and from the Effective Date (and with effect from the NCLT Approval Date) all Liabilities of the Corporate Debtor (whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future, in relation to any period prior to the Effective Date or arising on account of the acquisition of control by the Resolution Applicant over the Corporate Debtor pursuant to this Resolution Plan) in relation to any guarantee or other third party security of any nature, in respect of which such third parties (“**Third Party Security Provider**”) may have rights against the Corporate Debtor, which may have been provided or issued by any person in support of, for the benefit of, or at the behest of the Corporate Debtor or for any other reason whatsoever (“**Credit Enhancement**”), shall stand cancelled and terminated without any liabilities accruing to the Corporate Debtor and will be treated as extinguished, as the case may be, by virtue of the order of the NCLT approving this Resolution Plan. For the avoidance of doubt, by virtue of the NCLT order, any right of subrogation, or any similar enforcement action by any Person in relation to any Credit Enhancement against the Corporate Debtor shall not be invoked in the period between the NCLT Approval Date and the Effective Date (“**Interim Period**”).*
- 4.5. Treatment of Contractual Arrangements’ Liabilities**
- 4.5.1. *Without prejudice to anything set out in Section 3 (Mandatory Provisions) and Section 4 (Treatment of Other Creditors) of this Resolution Plan, all liabilities (statutory or otherwise) arising from any contractual arrangements entered into by the Corporate Debtor shall be deemed to be terminated and any claims or liabilities arising or having crystallized shall be deemed to be cancelled and written-off in full, and be, and be deemed to be, permanently extinguished, on the NCLT Approval Date or such other date as may be agreed. Any liability relating to the Corporate Debtor, before the Effective Date, shall be permanently extinguished and deemed to not exist.*
- 4.5.2. *Without prejudice to anything set out in this sub-section 4.5 (Treatment of Contractual Arrangements’ Liabilities), in case of any right to payment, legal, equitable, secured or unsecured claim, or any right to remedy for breach of contract under any Applicable Law arising out of termination of any contract, which claim or right is reduced to judgment notwithstanding express provisions to the contrary in this Resolution Plan, the same shall be settled by the Corporate Debtor in accordance with the corresponding Liquidation Value for the respective category of such creditor under this Resolution Plan on or before the Effective Date. Further, any claim arising from any contractual arrangements,*

whether set out herein or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, in relation to any period prior to the Effective Date or arising on account of this Resolution Plan, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan. The Corporate Debtor, or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.

4.6. Interests of all Other Stakeholders

4.6.1. *In relation to any other actual or potential third parties (including Creditors or stakeholders) whose claims have not been specifically covered in this Resolution Plan, no payment shall be due to them as the Liquidation Value is likely insufficient to satisfy the claims of even the Secured Financial Creditors in full, and accordingly, the Liquidation Value accruing to such actual or potential third parties (including Creditors or stakeholders) shall be NIL. Therefore, NIL amount shall be payable under this Resolution Plan towards payment to such creditors and/or stakeholders.*

4.6.2. *Any and all claims or demands in connection with or against the Corporate Debtor and all liabilities or obligations of the Corporate Debtor (including any demand for any losses or damages or in connection with any third party claims or any investigations by any Governmental Authorities such as the Central Bureau of Investigation) by or to any other stakeholder (including any other actual or potential creditor, if any or any counter-party, including any subsidiary, joint venture or associate) whether under Applicable Law, equity or contract, whether admitted or not, due or contingent, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account Statements of the Corporate Debtor, and all inquiries, investigations or proceedings in relation to the foregoing, whether civil or criminal, in relation to any period prior to the Effective Date pursuant to this Resolution Plan or arising on account of this Resolution Plan, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and all the investigations, inquiries or show-cause, whether civil or criminal in relation to the foregoing shall be disposed of and the Corporate Debtor or Resolution Applicant shall at no point Of time be, directly or indirectly, held responsible or liable in relation thereto.*

4.6.3. *All present and future, claims, dues, liabilities, amounts, arrears, dividends or obligations owed or payable by, the Corporate Debtor or any of its subsidiaries, associates, joint ventures or affiliates or in connection with the Corporate Debtor or any of its subsidiaries, associates, joint ventures or affiliates, to the Promoters or any of their subsidiaries, associates, joint ventures or affiliates, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the balance sheets of the Company or the profit and loss account statements of the Corporate Debtor, will be deemed to be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Corporate Debtor (including its subsidiaries, associates, joint ventures or affiliates), or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.*

4.7. Payments to Creditors submitting claims after approval of the Resolution Plan/ persons whose claims were not accepted by the Resolution Professional

4.7.1. *The Code and the IBBI (CIRP) Regulations entitle all creditors of a corporate debtor to submit their claims, with proof, to the Interim resolution professional or the resolution professional, as the case may be, on or before the ninetieth day of the insolvency commencement date. As a result, in the event any Creditor of the Corporate Debtor hasn't submitted his claims, with proof, to the Interim resolution professional or the resolution professional, as the case may be, before the ninetieth day of the insolvency commencement date, or the COC refuses to accept the claims of such Creditor, then in such case, the said Creditor will not be entitled to receive any payments under the Resolution Plan. The unclaimed amounts which are not admitted or accepted shall stand extinguished and become NIL by virtue of the order of the NCLT approving this Resolution Plan.*

4.8. Benefits to Promoters and Related Parties of Promoters

4.8.1. *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 or any of its subsidiaries to, the Promoters or the Related Parties of the Promoters shall be deemed to be terminated and extinguished on and from the NCLT Approval Date, and neither the Corporate Debtor nor the subsidiaries of the Corporate Debtor will have any further obligation to provide the same. Unless expressly agreed to by the Corporate Debtor, by way of a written consent after the NCLT Approval Date, all properties of the Corporate Debtor and its subsidiaries in the possession of the Promoters or the Related Parties of the Promoters shall be immediately vacated, released and transferred in fit and proper condition to the Corporate Debtor. All rights and interests of the Promoters and Related Parties of the Promoters whether accrued or outstanding or otherwise, as shareholders of the Corporate Debtor, shall be and stand extinguished in terms of this Resolution Plan.*

4.9. Payment contingent upon resolution of dispute in relation to Dish TV shares

In terms of the information made available by the Resolution Professional, the Resolution Applicant understands that the Corporate Debtor is currently contesting the following disputes in relation to shares of Dish TV India Limited ("Dish TV") which is worth approximately INR 381.09 Crores as on date.

"The following ongoing litigation is mentioned in the Information Memorandum (IM)

1. Electroparts (India) Pvt. Ltd. & Ors. Vs Veena Investments Pvt. Ltd. & Ors. before the Delhi High Court

The Company is one of the Plaintiffs in the said case. The Company had provided a pledge of shares and a corporate guarantee in respect of a transaction involving an advance against purchase of shares of Dish TV Limited pursuant to a share purchase agreement. The Defendants in the case, as is claimed by the Company, wrongfully terminated the share purchase agreement and have thereafter acquired the shares in Dish TV Limited through a fraudulent exercise of their rights under the share pledge agreement. The Defendants have further sought to make certain claims under the corporate guarantee provided by the Company. The Company had approached the Delhi High Court seeking to restrain the Defendants from taking any further actions under the said corporate guarantee. The Delhi High Court has passed an interim order of status quo in respect of the to be allotted shares in Dish TV Limited, which were to be allotted to the Company pursuant to a NCLT approved Scheme of Merger between Dish TV Limited and the erstwhile Videocon D2H Limited, and in respect of which claim had been made under the corporate guarantee.

2. Dome-bell Electronics India Private Limited & Ors. Vs Dish Tv India Limited & Ors. before the Bombay High Court

The Company is one of the Plaintiffs in the said case. The Company had provided a pledge of shares in Videocon D2H Limited held by it, and a corporate guarantee in respect of non-convertible debentures issued by Goldenarch Digital Solutions Private Limited. It is the Company's case that the Defendants acting in collusion, did not allot shares in Dish TV Limited, which were to be allotted to the Company pursuant to a NCLT approved Scheme of Merger between Dish TV Limited and the erstwhile Videocon D2H Limited. The non allotment rendered the non-convertible debentures issued by Goldenarch Digital Solutions Private Limited unsecured and thereby resulted in an engineered event of default. The Company had approached the Bombay High Court seeking to restrain the Defendants from taking any further actions pursuant to the engineered event of default in respect of the non convertible debentures and particularly under the share pledge agreement and the corporate guarantee."

4.9.1. *In the event, the Corporate Debtor is successful in the aforesaid disputes, or if the same are settled, it may receive the shares of Dish TV. The Resolution Applicant proposes that in the event shares of Dish TV are allotted in favour of the Corporate Debtor, the same will be distributed to the Financial Creditors of the Corporate Debtor (as they stand on the date of NCLT's approval of this Resolution Plan) as per their respective voting percentage on the Committee of Creditors. In case of creditors kept in abeyance are admitted by high court; the consideration distributed among existing financial creditors will be called back in proportion to meet the liability of such creditors.*

4.9.2. *The aforesaid distribution of shares is completely contingent upon the outcome of the disputes / litigations listed above. The Resolution Applicant will not be liable to make any payments / distribution of shares of "Dish TV" in the event the same are not allotted in favour of the Corporate Debtor.*

4.9.3. *This payment contingent upon resolution of dispute in relation to Dish TV shares, shall be without prejudice to any other provisions contained in this Resolution Plan and shall be deemed to be a part of the financial proposal made by the Resolution Applicant.*

4.10. Extinguishment of Claims / Entitlements

4.10.1. *Other than Persons receiving settlements under **Schedule 1** (Financial Proposal), no other payments or settlements (of any kind) shall be made to any other Person in respect of Claims filed under the CIRP or otherwise and all Claims (including, for the avoidance of doubt, any unverified portion of their Claims) against the Corporate Debtor along with any related legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity on and with effect from the Effective Date.*

4.10.2. *All indebtedness of the Corporate Debtor which is not due as of the Insolvency Commencement Date but relates to the period prior to the Effective Date, shall stand irrevocably and unconditionally extinguished in perpetuity on and with effect from the Effective Date.*

4.10.3. *The payment to persons contemplated in **Schedule 1** (Financial Proposal) shall be the Corporate Debtor's and Resolution Applicant's full and final performance and satisfaction of all its obligations to such Persons and All Claims (including for the avoidance of doubt, any unverified portion of their Claims) of such Persons against the Corporate Debtor shall stand irrevocably and unconditionally settled and extinguished in perpetuity on and with effect from the Effective Date.*

- 4.10.4. *The Resolution Professional issued a notice dated 24th August 2018 inviting all potential claimants to submit their proofs of Claim. This was published in newspapers in accordance with Applicable Law. Pursuant to this notice the Resolution Professional has also received letters from Persons whose Claims were not yet crystallised as of the Insolvency Commencement Date. The Plan is being proposed in order to restructure the assets, and the liabilities of the Corporate Debtor and for the best interest of stakeholders of the Corporate Debtor to the extent possible. With this objective, the Resolution Applicant assumes that all Persons that have any claims against the Corporate Debtor have filed their Claim and the variable claims have been admitted by the Resolution Professional and disclosed in the Information Memorandum. Accordingly, the Resolution Applicant and the Corporate debtor shall have no responsibility or liability in respect of any Claims against the Corporate Debtor attributable to the period prior to the Effective Date other than any payments to be made under **Schedule 1** (Financial Proposal) and all Claims along with any related legal proceedings, including criminal proceedings, shall stand irrevocably and unconditionally abated, settled, and extinguished in perpetuity.*
- 4.10.5. *Upon the approval of the Plan by the NCLT under Section 31 of the Code, all pending proceedings relating to the winding up of the Corporate Debtor (if any) shall stand irrevocable and unconditionally abated in perpetuity, and all violation or breach of any agreement of the Corporate Debtor shall stand condoned or waived, and such agreements shall be treated as if no violation or breach has ever been committed.*
- 4.10.6. *On and with effect from the Effective Date, all encumbrances, security interest, liens and / or attachments (including pursuant to Applicable Law and Particularly Section 281 of the IT Act and Section 81 of the Central Goods and Services Tax Act 1961) created or suffered to exist over the assets of the Corporate Debtor or over the securities of the Corporate Debtor, whether by contract or by Applicable Law, whether or not by or in favour of persons receiving settlements under this Plan or those who have provided debt to any third party, shall stand unconditionally and irrevocable released and all enforcement proceedings commenced by any person over any of the assets of the Corporate Debtor or over any securities of the Corporate Debtor shall stand released and reversed, without the requirement of any further deed or action on part of the Resolution Applicant or the Corporate Debtor.*
- 4.10.7. *On and with effect from the Effective Date, the guarantors indemnity providers and like persons that have provided guarantees, indemnities or like arrangements for and on behalf of the Corporate Debtor, including in order to secure the Debt availed of by the Corporate Debtor, shall not be entitled to exercise or enforce any subrogation rights (or similar rights) in respect of such arrangements, even where such rights have already been exercised. On and with effect from the Effective Date, all rights and claims (whether contingent or otherwise) of whatsoever nature of every member of the Promoter Group against the Corporate Debtor (including subrogation or similar rights) shall stand irrevocably and unconditionally extinguished in perpetuity.*
- 4.10.8. *On and with effect from the Effective Date, all the outstanding negotiable instruments issued by the Corporate Debtor or by any person on behalf of the Corporate Debtor including demand promissory Notes, Post dated cheques and letters of credit, shall stand terminated and the Corporate Debtor's liability under such instruments shall stand extinguished.*
- 4.10.9. *On and with effect from the Effective Date, the rights of any person (weather exercisable now or in the future and whether contingent or not) to call for the allotment, issue, sale or transfer or shares or loan*

capital of the Corporate Debtor, weather on a change of control or otherwise, shall stand unconditionally and irrevocably extinguished.

- 4.10.10. *The Resolution Applicant and the Corporate Debtor shall not be liable for any actions or omissions of the Resolution Professional which are not in compliance with Applicable Law.*
- 4.10.11. *All Claims (whether contingent or crystallised and whether or not filed) of Governmental Authorities in relation to all Taxes which the Corporate Debtor was or may be liable to pay (including with respect to financial years under assessment) all deductions and all withholding Taxes on any payment, as required under Applicable Law and pertaining to the period prior to the Effective Date shall stand extinguished on and with effect from the Effective Date.*
- 4.10.12. *All liabilities (whether contingent or crystallised) in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Corporate Debtor prior to the Effective Date (save and except Necessary Bank Guarantees described at Clause 4.4.2 of this plan) and all contingent liabilities disclosed in the annual audited financial statements of the Corporate Debtor and liabilities which are not in notice of Corporate Debtor or not acknowledge by the Corporate debtor, shall stand extinguished and discharged on and with effect from the Effective Date.*
- 4.10.13. *All liabilities (whether contingent or crystallised) in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Corporate Debtor prior to the Effective Date (save and except for Necessary Bank Guarantees described at Clause 4.4.2 of this plan) and all contingent liabilities disclosed in the annual audited financial statements of the Corporate Debtor and liabilities which are not in notice of the Corporate Debtor or not acknowledged by the Corporate Debtor shall stand extinguished and discharged on and with effect from the Effective Date.*
- 4.10.14. *On and with effect from the Effective Date, all securities convertible or exchangeable into Equity Shares and all rights to subscribe to Equity Shares, including convertible debentures, convertible preference shares, convertible loans (whether compulsorily or partially convertible or not) warrants, subscription rights under shareholders agreements, shall stand immediately extinguished and settled.*

ACQUISITION AS GOING CONCERN

5. SECTION 5:

- 5.1. *On the Business Day immediately following the Conditions Precedent Satisfaction Date (“**Effective Date**”), the Resolution Applicant shall acquire the Corporate Debtor and its business as a going concern by acquiring control of the Corporate Debtor through any suitable method in accordance with the Code and other Applicable Laws.*
- 5.2. *Change in Capital Structure of the Corporate Debtor*
- 5.2.1. *The Corporate Debtor has currently issued 2,50,000 equity shares at a face value of INR 100 each of which approximately 100 per cent is held by the erstwhile promoters and promoter group. The Resolution Applicant proposes the following changes in the existing equity share capital of the company:*
- i. ***Write down of equity share capital:** it is proposed to write down the existing equity shares having face value of INR 100 each to a face value of INR 1 each, thereby reducing the share capital to about INR 2,50,000 (i.e. 2,50,000 shares of INR 1 each).*

- ii. **Share consolidation:** The issued and paid up share capital of the Corporate Debtor after the write down of the face value of INR 1 each, shall stand reduced by a proportion of 100:1 and 100 equity shares of INR 1 each would be consolidated into one share of INR 100 each, thus making face value to INR 100 each and reducing number of shares to one hundredth. Partial shares will be rounded up. After this equity structure of the Corporate Debtor would be as follows:

Particulars	No. of Shares	Face value	Total Share Capital	Percentage
Erstwhile Promoters	2,500	100	2,50,000	100 %
Others	0	N.A.	0	0 %
Total	2,500		2,50,000	100%

- iii. After the proposed equity share write off and share consolidation, the shares held by the erstwhile promoters and promoter group would be written off to 0.
- iv. Simultaneously with the write off of the shares held by the erstwhile promoters and promoter group 2,500 fresh shares of face value of INR 100 will be issued. These fresh shares will be subscribed to by the Resolution Applicant.
- v. After the above mentioned fresh issue, revised equity structure of the Corporate Debtor would be as follows:

Particulars	No. of Shares	Face value	Total Share Capital	Percentage
Erstwhile Promoters	0	100	0	0%
Others	0	100	0	0%
Resolution Applicant	2,500	100	2,50,000	100%
Total	2,500	100	2,50,000	100%

5.2.2. Similarly, the Corporate Debtor currently issued and allotted 3,660 preference shares at a face value of INR 100 each of which approximately 100 per cent is held by the erstwhile promoters, promoter group and persons acting in concert. The Resolution Applicant proposes the following changes in the existing preference share capital of the company:

- i. **Write down of preference share capital:** it is proposed to write down the existing preference shares having face value of INR 100 each to a face value of INR 1 each, thereby reducing the preference share capital to about INR 3,660 i.e 3,660 shares of INR 1 each).
- ii. After the proposed write down, the preference shares held by the erstwhile promoters and promoter group would be written off to 0.

5.2.3. The procedure mentioned above (including capital write-down, reduction of shares, extinguishment of shares, issuance of new shares) shall be done by the Implementation and Monitoring Committee on the Effective Date (as defined in the Resolution Plan). It is prayed to the NCLT that the approval of the

Resolution Plan would be considered as a deemed approval for the aforementioned process and all compliances under applicable law would deemed to be followed. It is clarified that no separate court process shall be initiated before the NCLT other than the process for approval of the Resolution Plan.

CONDUCT OF BUSINESS PRIOR TO THE EFFECTIVE DATE

6. SECTION 6:

- 6.1.** *During; the period between the NCLT Approval Date and the Effective Date, by virtue of the order of the NCLT approving this Resolution Plan, the Corporate Debtor the Implementation and Monitoring Committee and all other stakeholders in this CIRP, jointly or severally, ("Standstill Parties") shall not directly or indirectly:*
- 6.1.1.** *amend, terminate, cancel or release any contracts or work orders or other arrangements relating to the Corporate Debtor, otherwise than in the Ordinary Course of Business;*
 - 6.1.2.** *transfer or create an Encumbrance on any of the Assets, or investments;*
 - 6.1.3.** *take any action that authorizes, creates or issues any shares or changes or modifies the capital structure of the Corporate Debtor;*
 - 6.1.4.** *write down or write up the value of, or revalue any Assets, except as provided in the Resolution Plan;*
 - 6.1.5.** *grant to any third party, any rights, privileges or licenses over any Assets or rights in relation to the Corporate Debtor which would adversely affect the ability of the Resolution Applicant to receive the benefits of such Assets or rights under the Resolution Plan;*
 - 6.1.6.** *take any action or enter into any transactions that could be expected to result in a change in the scope, nature or activities of the Corporate Debtor, otherwise than in the Ordinary Course of Business;*
 - 6.1.7.** *acquire shares in or invest in any other Person, whether through subscription or purchase or otherwise in relation to Corporate Debtor; or create partnerships, subsidiaries or joint ventures in relation to the Corporate Debtor; or make business arrangements in the nature of revenue sharing, profit sharing or Assets sharing in relation to the Corporate Debtor; or make modifications to, termination of arrangements (falling within the aforementioned categories) existing as on the date of this Resolution Plan or subsequent effected, involving or exceeding INR 10,00,000 in relation to Corporate Debtor;*
 - 6.1.8.** *avail of any borrowing, or create or agree to create any financial indebtedness with respect to the Corporate Debtor in excess of INR 10,00,000 in aggregate;*
 - 6.1.9.** *save and except for amounts specifically required to be repaid, set-off, redeemed, prepaid or reimbursed under the Resolution Plan (including the CIRP Costs), repay any loans, advances or any other amounts that may be required to be repaid, set-off, redeemed, prepaid or reimbursed;*
 - 6.1.10.** *appoint, transfer, remove, or determine the terms of employment of any employees and any significant changes in the terms of employment of the employees of the Corporate Debtor forming part of the Corporate Debtor as compared to the terms as existing on the NCLT Approval Date;*

- 6.1.11. *enter into or modify the terms of existing contracts (including schemes or collective bargaining agreements) with any trade/ labour/ employee unions, or recognize any new trade/ labour/ employee unions, in relation to the Corporate Debtor;*
- 6.1.12. *enter into any contract, transaction or assignment of the intellectual property pertaining to the Corporate Debtor other than in the Ordinary Course of Business or modifying or terminating any existing contracts in relation to the same;*
- 6.1.13. *enter into (i) contracts or arrangements which can reasonably be determined to be loss-making over the planned term of such contract; (ii) contracts or arrangements with unusual or onerous terms; or (iii) contracts or arrangements which are not on arms-length basis provided however that, nothing contained in this paragraph shall be deemed to apply to execution of contracts or entering into arrangements with customers in the Ordinary Course of Business, with respect to the Corporate Debtor;*
- 6.1.14. *approve or incur any capital expenditure or commitment in excess of INR 10,00,000 in aggregate in relation to the Corporate Debtor;*
- 6.1.15. *incur, issue, assume, extend, or guarantee any new or additional obligations with respect to the Corporate Debtor except in the Ordinary Course of Business of the Corporate Debtor;*
- 6.1.16. *settle any legal proceedings which aggregate in excess of INR 10,00,000*
- 6.1.17. *amend the charter documents of the Corporate Debtor except as specified in this Resolution Plan;*
- 6.1.18. *amend the charter documents of any other entity which adversely affects the transactions contemplated under this Resolution Plan;*
- 6.1.19. *in relation to the Corporate Debtor, pay, discharge or satisfy any material claim, liability or obligation other than in the Ordinary Course of Business, and in any event where the amount in dispute exceeds INR 10,00,000;*
- 6.1.20. *shift the registered office of the Corporate Debtor outside the state in India, which it is currently located;*
- 6.1.21. *merge, restructure, consolidate, amalgamate, liquidate, wind up or dissolve the Corporate Debtor, or commence any proceedings in relation to any of the foregoing;*
- 6.1.22. *take any action or enter into any transactions which results in or which could be expected to result in a Material Adverse Change; or*
- 6.1.23. *enter into any agreement in relation to the foregoing.*
- 6.2.** *Any monetary limits, unless specified otherwise, are indicated on an aggregate basis, and such limits shall apply to both a single transaction and a series of transactions carried out.*
- 6.3.** *Further, the Implementation and Monitoring Committee shall, during the period between the NCLT Approval Date and the Effective Date:*

- 6.3.1. *promptly notify the Resolution Applicant, in writing, of any events that may impact the business and/or affairs of the Corporate Debtor;*
- 6.3.2. *upon prior written notice of a reasonable period, provide the Resolution Applicant and their representatives, advisers and agents with reasonable access to personnel, assets, books and records of the Corporate Debtor, in accordance with Applicable Law;*
- 6.3.3. *ensure the safe-keep of the records and Assets relating to the Corporate Debtor;*
- 6.3.4. *provide the Resolution Applicant and its agents and advisors with such information and access as may be reasonably requested for the purpose of completing its due diligence on the Corporate Debtor and implementing the Resolution Plan; and*
- 6.3.5. *continue to carry on the operations of the Corporate Debtor in the Ordinary Course of Business.*
- 6.4.** *The Corporate Debtor, Resolution Professional, the Implementation and Monitoring Committee and any other stakeholder in the CIRP of the Corporate Debtor will extend all cooperation to the Resolution Applicant, and perform all such actions, as may be required to implement and consummate the transactions contemplated under the Resolution Plan and not take any actions or perform such acts and deeds which could adversely impact the abilities of any person to consummate any of the matters set out in this Resolution Plan or the transactions contemplated under this Resolution Plan. Without limitation to the generality of the foregoing, each of the Corporate Debtor, Implementation and Monitoring Committee and any other stakeholder in the CIRP of the Corporate Debtor shall:*
- 6.4.1. *in good faith, pursue the Resolution Plan expeditiously and not seek any amendments to or withdrawal of the Resolution Plan;*
- 6.4.2. *cooperate and consult with the other parties, and: (i) promptly prepare and file all applications and documents relating to the transactions contemplated in the Resolution Plan; (ii) use its best efforts to obtain, as promptly as practicable, all Approvals required in connection with this Resolution Plan; and (iii) shall meet and liaise with the Governmental Authorities in relation to the applications for Approvals to expedite receipt of such Approvals;*
- 6.4.3. *do all such further things, execute and deliver all such additional documents including ensuring timely and full compliance with all Applicable Laws for effective and timely completion of the transactions contemplated in the Resolution Plan; and*
- 6.4.4. *all Approvals and any authorizations of, and registrations, declarations and filings with, any Governmental Authority, as may be required in connection with the performance of the Resolution Plan, to the extent that they have not been obtained, made or renewed on the NCLT Approval Date, shall be duly and promptly obtained, made or renewed.*

PART III – DETAILS OF THE RESOLUTION APPLICANT

DETAILS OF THE APPLICANT AND CONNECTED PERSONS

6.5. SECTION 7:

6.6. Identity

6.6.1.

VYOM TELE INFRASTRUCTURE PRIVATE LIMITED	
CIN	U64200PN2016PTC158205
Company / LLP Name	VYOM TELE INFRASTRUCTURE PRIVATE LIMITED
ROC Code	RoC-Pune
Registration Number	158205
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	2,05,00,000
Paid up Capital(Rs)	2,01,00,000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	03/02/2016
Registered Address	Shriniwas Apartment, Jeevan Nagar Chinchwad, Pune MH 411033 IN
Email Id	md_vtipl@rediffmail.com
Whether Listed or not	Unlisted
Company Status(for e filing)	Active

Charges			
Assets under charge	Charge Amount	Date of Creation	Date of Modification
No Charges Exists for Company/LLP			

6.7. Conviction for any offence, if any, during the preceding five years

Nil

6.8. Criminal proceedings pending, if any

Nil

6.9. Disqualification, if any, under Companies Act, 2013 to act as a director

Nil

6.10. Identification as a willful defaulter, if any, by any bank or financial institution or consortium thereof in accordance with the guidelines of the RBI

The Resolution Applicant is not appearing in willful defaulter either in RBI or any other agency

6.11. Debarment, if any, from accessing to, or trading in, securities markets under any order of directions of the SEBI

Nil

6.12. Transactions, if any, with the Corporate Debtor in the preceding two years

Nil

6.13. Preferential transactions under Section 43 of the Code

Nil

6.14. Undervalued transactions under Section 45 of the Code

Nil

6.15. Extortionate credit transactions under Section 50 of the Code

Nil

6.16. Fraudulent transactions under Section 66 of the Code, and the orders, if any, of the NCLT

Nil

6.17. Composition and ownership structure of the Resolution Applicant and certificate of corporate structure of the Resolution Applicant

The details of composition and ownership structure of the Resolution Applicant have been provided in Schedule 6 (Composition and Ownership Structure).

PART IV – OTHER TERMS AND CONDITIONS

OTHER TERMS AND CONDITIONS

7. SECTION 8:

7.1. Approval from Various Authorities

7.1.1. *Under Applicable Law and as directed by the NCLT, the implementation of the Resolution Plan may require approval from various authorities. The Resolution Professional, the Implementation and Monitoring Committee and the Reconstituted Board, shall file applications with various authorities as required for implementation of the Resolution Plan.*

7.2. Governing Law

7.2.1. *This Resolution Plan and any agreements, documents and instruments executed in connection with the Resolution Plan shall be governed by the laws of India.*

7.3. Binding Effect

7.3.1. *The Resolution Plan once approved by the COC and the NCLT shall be binding in accordance with its terms on the Resolution Applicant, Corporate Debtor, all holders of claims, Creditors, members, promoters, joint venture partners, contracting counterparties and all other parties in interest and each of their respective successors and assigns. Further, pursuant to the Code, the Resolution Plan shall be implemented by virtue of the NCLT order approving the Resolution Plan, and no further acts, deeds, things, approvals or instruments shall be required for this purpose.*

7.3.2. *Each Creditor involved in the CIRP of the Corporate Debtor has submitted itself to the jurisdiction of the NCLT and agrees that the order of the NCLT in this CIRP shall be binding on it. Each Creditor acknowledges that implementation of the Resolution Plan shall be the full and final settlement of dues owed to it by the Corporate Debtor under any law or contract, and waives any rights, interests or causes of action it may have against the Corporate Debtor under any law or contract.*

7.4. Severability and Modifications

7.4.1. *In case of any question or difficulty arising under this Resolution Plan or in the implementation hereof or in any matter whatsoever connected herewith, including on account of a change in Applicable Law or interpretation of Applicable Law by a Governmental Authority, the Corporate Debtor, Resolution Professional, Implementation and Monitoring Committee, lenders of the Corporate Debtor and the Resolution Applicant, as applicable, shall co-operate in good faith to remove such difficulty and implement the Resolution Plan in a compliant manner, including by agreeing to alternate structures for implementation of the Resolution Plan to give effect to the commercial intention of the Resolution Applicant and to achieve the same commercial effect. No material modification, change or amendment to the Resolution Plan shall be binding unless agreed to by the Resolution Applicant in writing.*

7.5. Assignment of Interest

7.5.1. *If any of the Creditors assigns its dues either partially or fully to any other Person/ entity any time after approval of COC, then this the Resolution Plan shall be binding on the assignee.*

7.6. Costs

7.6.1. *All costs in relation to satisfaction of the Conditions Precedent and obtaining other approvals and consents required for implementation of the Plan shall be borne by the Corporate Debtor.*

7.7. Termination and Consequences

7.7.1. *This Resolution Plan shall terminate forthwith in the following cases, unless otherwise agreed to in writing by the Resolution Applicant:*

7.7.1.1. *the Effective Date has not occurred prior to the Long Stop Date;*

7.7.1.2. *if the Resolution Plan is withdrawn prior to COC approval or if another resolution plan is approved by the COC, provided that, at the option of the Resolution Applicant, if for any reason such other resolution plan is rejected or cancelled or it is decided by the COC to reconsider the Resolution Plan, the Resolution Applicant may, at their option, agree to the Resolution Plan being once again considered in the CIRP process; and*

7.7.1.3. *at the option of the Resolution Applicant, upon the occurrence of a Material Adverse Change on or prior to NCLT Approval Date; and any other circumstances as may be approved by the NCLT.*

7.7.2. *If the Resolution Plan is terminated or withdrawn in the manner set out herein, it shall stand revoked, cancelled and be of no effect and null and void. In such a case, the existing facilities of the Creditors (as mentioned hereof), the rights and remedies of the Creditors under their respective existing financing documents would continue as if they had not been waived, amended, modified, superseded or replaced by the Resolution Plan and the, Creditors shall be entitled to enforce such rights and remedies under the existing financing documents, as if the same had not been waived and/or modified pursuant to this Resolution Plan and the other relevant documents executed thereof.*

7.7.3. *Notwithstanding anything contained in this Resolution Plan or any other document or instrument, if the Resolution Plan is terminated or withdrawn as above, the Resolution Applicant, the Corporate Debtor, shall not be liable to make any payments to any persons, including to the creditors of the Corporate Debtor or under any guarantee provided by, or on behalf of the Resolution Applicant, under contract, equity or otherwise.*

7.8. Definitive Documents

7.8.1. *Parties (including the Corporate Debtor) shall enter into definitive agreements, if required, for implementation of the Resolution Plan, including agreements between the Corporate Debtor, and relevant creditors as necessary. Further, the Implementation and Monitoring Committee and the Reconstituted Board shall make best efforts to enter into appropriate lease agreements with the Promoters of the Corporate Debtor, if required, to ensure that the Corporate Debtor continues to operate in its Ordinary Course of Business.*

7.9. Limitation of Liability

7.9.1. *It is clarified that the Resolution Applicant shall have no liability or obligation to any person under this Resolution Plan until the NCLT Approval Date, and on and from the NCLT Approval Date, the obligations and liability of the Resolution Applicant shall be strictly limited to those specified in this Resolution Plan*

7.9.2. Adverse Interests

7.9.3. *Based on our assessment, the Liquidation Value is likely insufficient to cover even the Secured Financial Creditor Debt, and strict compliance with terms of the Code and this Resolution Plan is critical. Accordingly, on and from the NCLT Approval Date, by order of the NCLT sanctioning this Resolution Plan, a restraint on, and prohibition of, all Adverse Actions shall be deemed to be declared until the Effective Date and in any case till the implementation of this Resolution Plan in full. All stakeholders shall be bound by the provisions of this Resolution Plan and such restraint and prohibition.*

7.10. Diligence Findings

7.10.1. *Without prejudice to anything set out in this Resolution Plan, for any breaches or non-compliances with the provisions of Applicable Law, which have not been cured and are continuing, and which if not cured or remedied may have a material impact on the business of the Corporate Debtor, the Corporate Debtor, will investigate as to veracity of such allegations and if so, take or cause to be taken remedial actions in this regard within a reasonable period of time, during which time the related litigations/proceedings should be kept in abeyance and that no coercive action be taken against the Corporate Debtor. The Corporate Debtor will require a period of 18-24 months from the Effective Date to remedy such underlying breaches.*

7.11. Indemnity to the Resolution Professional

7.11.1. *If the Resolution Applicant is successful in their bid for the Corporate Debtor, on and after the NCLT Approval Date, the Resolution Applicant shall indemnify the Corporate Debtor, Resolution Professional and members of the COC and their respective advisors losses they may face arising of the transactions contemplated herein arising out of or pursuant to the obligations of the Resolution Applicant.*

7.12. Compliance with Laws

7.12.1. *The Resolution Applicant hereby declare that this Resolution Plan is not in contravention of the Applicable Laws and contains all necessary information as required under the Code, CIRP Regulations and other Applicable Laws. The affidavit submitted by the Resolution Applicant in this regard is valid and subsisting with reference to the facts and circumstances prevailing on the date of submission of the Resolution Plan. The authorization issued by the Resolution Applicant for verification of the*

authenticity of the information submitted by the Resolution Applicant is annexed as **Schedule 7** (Authorisations) to this Resolution Plan.

DEFINITIONS, ABBREVIATIONS AND INTERPRETATION

Unless the context otherwise indicates or requires, the following terms in this Resolution Plan shall have the respective meanings given below. Unless Otherwise specified, references to all statutes, ordinances, rules and regulations are to such statutes, ordinances, rules and regulations as amended and application on the date or this Resolution Plan

Admitted Debt	Debt owed by the Corporate Debtor to the Creditors, as determined in accordance with the provisions of the Code and as more specifically described in sub-section 1.1 (Summary of Treatment of Creditors), of this Resolution Plan. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any debt that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code)
Adverse Actions	Any and all of the following actions: (i) all adverse inquiries, investigations, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings, pending or threatened, present or future, against, the Corporate Debtor or the affairs of the Corporate Debtor, including any judgment or order in any court of law, tribunal, arbitration panel or other authority; (ii) any transfer, encumbrance, alienation or disposal of any assets or any legal right or beneficial interest therein; (iii) any action to foreclose, recover or enforce any Encumbrance created in respect of any of the Corporate Debtor's property or exercise of any subrogation right or other similar right against the Corporate Debtor, including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; and (iv) the recovery of any property by an owner or lessor where such property is occupied by or in possession of the Corporate Debtor.
Applicable Law	All applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other official directive the force of law of any Governmental Authority or person acting under the authority of any Governmental Authority of India and includes regulations prescribed by the IBBI, RBI and SEBI relating to the approval and implementation of this Resolution Plan and any matter related thereto.
Applicant Contribution	Has the meaning ascribed to the term in Schedule I (Financial Proposal) of this Resolution Plan.
Approvals	All approvals required from a Governmental Authority under Applicable Law to effectuate the transactions contemplated in this Resolution Plan, a list of which has been provided in sub- section 2.5 (Indicative Timeline of Events for Implementation of Proposed Resolution Plan)
Approving Secured Financial Creditors	The secured Financial Creditors, who vote in favour of the Resolution Plan. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Approving Secured Financial Creditor Debt	The debt owed by the Corporate Debtor to Approving Secured Financial Creditors.
Approving Unsecured Financial Creditors	The unsecured Financial Creditors, who vote in favour of the Resolution Plan.

	For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Approving Unsecured Financial Creditor Debt	The debt owed by the Corporate Debtor to Approving Unsecured Financial Creditors.
Asset	Any estate, rights, claims, title, interest, authorities, assets or properties of every kind, nature, character and description whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned or leased by the Corporate Debtor, from time to time, including cash, cash equivalents, deposits, receivables, securities, accounts and note receivables, real estate, plant and machinery, equipment, patents, copyright, domain names, trademarks, brands and other intellectual property, raw materials, inventory, furniture, fixtures, insurance, accretions and appurtenances of the Corporate Debtor of whatsoever nature and wheresoever situate, whether or not mentioned in the Information Memorandum.
Board / Board of Directors	The Board of Directors of the Corporate Debtor
Business Day	A day (other than a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in Mumbai, India or the place where an act is to be performed, notice received or a payment is to be made, or any place where such acts, notices or payments originate from or are routed through.
CIRP	The Corporate Insolvency Resolution Process, as defined under the Code
CIRP Costs	The Corporate Insolvency Resolution Process Costs, as determined under the Code
COC	Committee of Creditors of the Corporate Debtor
Code	The Insolvency and Bankruptcy Code, 2016
Company / Corporate Debtor	Dome-Bell Electronics India Private Limited
Companies Act / Act	The Companies Act, 2013, as amended from time to time
Conditions Precedent	The conditions set out in sub-section 2.5 (Indicative Timeline of Events for Implementation of Proposed Resolution Plan) of this Resolution Plan.
Conditions Precedent Satisfaction Date	The date on which the Conditions Precedent are satisfied, or waived, in a form and manner satisfactory to the Resolution Applicant
Creditor(s)	All creditors of the Corporate Debtor, including without limitation the Financial Creditors, Operational Creditors and Other Creditors of the Corporate Debtor. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Director(s)	Directors of the Corporate Debtor as at the CIRP commencement date
Dispute	Has the meaning ascribed to the term in sub-section 4.3.1.1 (Treatment of Existing Security Interest and on-going Litigation) of this Resolution Plan.
Dissenting Financial Creditors	The Financial Creditors of the Corporate Debtor, who vote against or abstain from voting on the Resolution Plan. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Dissenting Secured Financial Creditors	The secured Dissenting Financial Creditors, who vote against or abstain from voting on the Resolution Plan. For the avoidance of doubt, the Resolution Applicant shall be under

	no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Dissenting Secured Financial Creditors Debt	The debt owed by the Corporate Debtor to Dissenting Secured Financial Creditors.
Dissenting Unsecured Financial Creditors	The unsecured Dissenting Financial Creditors, who vote against or abstain from voting on the Resolution Plan. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Dissenting Secured Financial Creditors Debt	The debt owed by the Corporate Debtor to Dissenting Unsecured Financial Creditors.
Effective Date	The Business Day falling immediately after the Condition Precedent Satisfaction Date.
Employee and Workmen Dues	Has the meaning ascribed to the term in sub-section 3.4.1 (Treatment of Dues to Workmen and Employees) of this Resolution Plan.
Encumbrance	Any encumbrance, mortgage, title defect or objection, lien, pledge, charge, security interest, hypothecation or any similar interest in respect of any asset.
Financial Debt	The debt owed by the Corporate Debtor to Financial Creditors.
Governmental Authorities	Any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India in accordance with Applicable Law.
Governmental Authority Dues	Has the meaning ascribed to the term in sub-section 3.5.1 (Treatment of Dues to Governmental Authorities) of this Resolution Plan.
IBBI	Insolvency and Bankruptcy Board of India.
IBBI (CIRP) Regulations	Insolvency and Bankruptcy Board of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016.
Implementation and Monitoring Committee	Has the meaning ascribed to the term in sub-section 3.7.1 (Management and Control of the Corporate Debtor) of this Resolution Plan.
Information Memorandum	The disclosure documents and spreadsheets prepared and issued by the Resolution professional in accordance with the Code for the proposed CIRP.
Insolvency Commencement Date	21 August 2018
Interim Period	Period between the NCLT Approval Date and the Effective Date
Liquidation Value	The liquidation value Of the Corporate Debtor as determined by the valuers appointed by the Resolution Professional in accordance with the Code.
Long Stop Date	The 29 th day following receipt of the order of the NCLT sanctioning the Resolution Plan, or such other date as may be mutually agreed between the COC and the Resolution Applicant
Material Adverse Change	(i) Any event, occurrence, fact, condition or change that occurs, or is discovered, on or after the date of this Resolution Plan that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: a) the business, results of operations, financial condition, or Assets of the Corporate Debtor; b) the ability of the Resolution Applicant, Corporate Debtor or the COC to consummate the transactions contemplated hereby; Provided, however, that "Material Adverse Change" shall not include

	<p>any event, occurrence, fact, condition or change, directly, arising from:</p> <ul style="list-style-type: none"> a) general economic or political conditions; b) conditions generally affecting the industries in which the Company operates; c) any changes in financial or securities markets in general; or d) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; <p>Provided further, however, that any event, occurrence, fact; condition or change referred to in clauses (a) through (d) in subparagraph immediately above may be taken into account in determining whether a Material Adverse Change has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Corporate Debtor compared to other participants in the industries in which the Corporate Debtor operates.</p> <p>(ii) the illegality or unenforceability of the Resolution Plan.</p>
NCLT	The National Company Law Tribunal, Mumbai Bench.
NCLT Approval Date	The date on which the NCLT approves the Resolution Plan.
Necessary Bank Guarantees	Has the meaning ascribed to the term in sub-section 4.4.2 (Treatment of Securities and Contractual Comforts) of this Resolution Plan.
Operational Creditors	All operational creditors, as defined in the Code, of the Corporate Debtor. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any person as an Operational Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Operational Creditor Debt	Has the meaning ascribed to the term in sub-section 3.2.1 (Treatment of Operational Creditors), of this Resolution Plan.
Ordinary Course of Business	An action taken by or on behalf of the Corporate Debtor, that is taken in accordance with sound and prudent business practices, and is: <ul style="list-style-type: none"> (a) recurring in nature and is taken in the ordinary course of the Corporate Debtor's normal day-to-day operations; (b) similar in nature and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of other Persons that are engaged in businesses similar to the business of the Corporate Debtor; and (c) consistent with past custom and practice Of the Corporate Debtor and industry norms prevalent in business Of the Corporate Debtor.
Other Creditors	Creditors who have filed claims against the Corporate Debtor pursuant to Regulation 9A Of the IBBI (CIRP) Regulations, and any other creditor or Person having a claim (whether contingent or otherwise a 'Claim' as set out in the Code) against the Corporate Debtor, and who is not a Financial or Operational Creditor. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any person as an Other Creditor who has not been so identified by the Resolution Professional pursuant to the Code (Section 25 of the Code).
Person	Any individual, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs, and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time.

Process Note	Process note dated 18 December 2018 issued by the Resolution Professional inviting submission of resolution plans for the Corporate Debtor.
Promoters	Any person who is a promoter of the Corporate Debtor in terms of clause (za) of sub-regulation (1) of regulation 2 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, or the meaning ascribed to the term "Promoter" in Companies Act, as the context may require.
Promoter Group	Has the meaning ascribed to the term in clause (zb) of sub-regulation (1) of regulation 2 of the Securities and Exchange Board of India (Issue of capital and Disclosure Requirements) Regulations, 2009.
RBI	Reserve Bank of India.
Reconstituted Board	Has the meaning ascribed to the term in sub-section 3.7.3 (Management and Control of the Corporate Debtor) of this Resolution Plan.
Related Party	In relation to the Corporate Debtor shall have the meaning ascribed to the term 'related party' in the Code.
Resolution Applicant	Vyom Tele Infrastructure Private Limited
Resolution Plan	This resolution plan prepared and submitted by the Resolution Applicant in compliance with the Code read with the Regulation 38 of the IBBI (CIRP) Regulations in response to the Information Memorandum made available by the Resolution Professional.
ROC	Registrar of Companies
RP / Resolution Professional	Mr. Rakesh R. Rathi
Rupees / Rs / INR	Indian Rupee
Secured Financial Creditors	The secured Financial Creditors of the Corporate Debtor. For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any person as a Secured Financial Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Secured Financial Creditor Debt	The debt owed to Secured Financial Creditors of the Corporate Debtor, as set out in sub-section 1.1 (Summary of Treatment of Creditors) of this Resolution Plan.
Security	Has the meaning ascribed to the term in sub-section 4.3.1.2 (Treatment of Exiting Security Interest and On-going Litigation) of this Resolution Plan.
Standstill Parties	Has the meaning ascribed to the term in sub-section 6.1 (Conduct of Business Prior to the Effective Date) of this Resolution Plan.
Standstill Requirements	The conditions set out in sub-section 6.1 (Conduct of Business Prior to the Effective Date) of this Resolution Plan.
Subsidiaries / Subsidiary	Has the meaning ascribed to the term "subsidiary" in sub-section 2 (87) of the Companies Act.
Taxes	All federal, state, local, and income (foreign or domestic), gross receipts, gains, franchise, excise, real or personal property, sales, use, employment, license, payroll, services, severance, stamp, occupation, windfall profits, withholding, social security (or similar), environmental, unemployment, disability, alternative or add-on minimum, recording, customs duty, goods and services tax, value added or transfer taxes, governmental charges, fees, levies, cesses, surcharge or assessments or other taxes (whether payable directly or by withholding), and, with respect to such Taxes, any estimated tax, interest and additions to tax and interest on such penalties and additions to tax, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the tax liability of any other person.
Unsecured Financial Creditors	The unsecured Financial Creditors of the Corporate Debtor.

		For the avoidance of doubt, the Resolution Applicant shall be under no obligation to recognise any person as an Unsecured Financial Creditor that has not been so identified by the Resolution Professional pursuant to the Code (including Section 25 of the Code).
Unsecured Financial Creditor Debt		The debt owed to Unsecured Financial Creditors of the Corporate Debtor, as set out in sub-section 1.1 (Summary of Treatment of Creditors) of this Resolution Plan.
Workmen		Has the meaning ascribed to the term 'workmen' in the Code.
Workmen Liquidation Dues		Has the meaning ascribed to the term in sub-section 3.4.1 (Treatment of Dues to Workmen and Employees) of this Resolution Plan

INTERPRETATION

The index, headings, sub headings, titles and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

Unless the context of this Resolution Plan otherwise requires:

- (i) words using the singular or plural number also include the plural or singular number, respectively;*
- (ii) words of any gender are deemed to include the other gender;*
- (iii) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Resolution Plan or specified sections of this Resolution Plan, as the case may be;*
- (iv) the term "Part", "Section" and "Schedule" refers to the specified Part, Section or Schedule of this Resolution Plan;*
- (v) the words "include", "including", "for example" or "such as" shall be construed Without limitation and are not used as, nor are to be interpreted as, a word of limitation;*
- (vi) the Schedules hereto shall constitute an integral part of this Resolution Plan;*
- (vii) any reference to "approval", "consent", "waiver", "mutually agreed" or "mutual agreement" shall mean approval, consent or waiver in writing or a mutual agreement in writing, as the case may be;*
- (viii) any word or phrase defined in the body of this Resolution Plan as opposed to being defined in the definitions section above shall have the meaning assigned to it in such definition throughout this Resolution Plan, unless the contrary is expressly stated or the contrary clearly appears from the context; and*
- (ix) In the absence of a definition being provided for a term, word or phrase used in this Resolution Plan, no meaning shall be assigned to such term, word or phrase which derogates or detracts in anyway from the intent of this Resolution Plan.*

SCHEDULE 1: FINANCIAL PROPOSAL

The Resolution Applicant has made the following financial proposal:

1. Upfront Cash Payment

The Resolution Applicant proposes to pay a total amount of INR 35,00,00,000 to be infused by the promoters of the Resolution Applicant for the settlement of claims to the Creditors and other stakeholders as per the Resolution Plan in the following manner:

The Resolution Applicant will pay an upfront cash amount of INR 5,00,00,000 to be infused by the promoters of the Resolution Applicant for the settlement of claims to the Creditors and other stakeholders as per the Resolution Plan on the Effective Date ("E") as defined in the Resolution Plan.

2. Instalment Cash Payment

In addition to the upfront cash payment, the Resolution Applicant will pay a total amount of INR 30,00,00,000 to be infused by the promoters of the Resolution Applicant for the settlement of claims to the Creditors and other stakeholders as per the Resolution Plan, in six instalments of INR 5,00,00,000 each as per the schedule set out below:

The aforesaid payment of INR 35,00,00,000 will be paid in the following manner:

S. No.	Category	Amount to be paid as per the Resolution Plan
1.	CIRP Costs	As per Actuals.
2.	Approving Secured Financial Creditors	Amounts specified in Schedule 1 (Financial Proposal) to be paid in proportion of voting percentage held in the COC
3.	Dissenting Secured Financial Creditors	Refer to section 3.3 (Treatment of Dissenting Creditors)
4.	Unsecured Financial Creditors	Amounts specified in Schedule 1 (Financial Proposal) to be paid in proportion of voting percentage held in the COC
5.	Operational Creditors (other than Employees and Workmen Dues and Governmental Authority Dues)	Nil (Refer to section 3.2) (Treatment of Operational Creditors)
6.	Other Creditors	Nil (Refer to section 4.1) (Treatment of Other Creditors)
7.	Employees and Workmen Dues	Nil (Refer to section 3.4) (Treatment of Dues to Workmen and Employees)
8.	Governmental Authority Dies	Nil (Refer to section 3.5) (Treatment of Dues to Governmental Authorities)
9.	Existing Encumbrances and On-going Litigations	Nil (Refer to section 4.3) (Treatment of Existing Security Interest, and on-going Litigation)
10.	Securities and Contractual Comforts	Nil (Refer to section 4.4) (Treatment of Securities and Contractual Comforts)
11.	Contractual Arrangements	Nil (Refer to section 4.5) (Treatment of Contractual Arrangements' Liabilities)
12.	Other Stakeholders (including Promoters, Related Parties, etc.)	Nil (Refer to section 4.6) (Interest of all Other Stakeholders) and 4.7 (Payments to Creditors submitting claims after approval of Resolution Plan)

3. *Payment contingent upon resolution of dispute in relation to Dish TV shares*

In terms of the information made available by the Resolution Professional, the Resolution Applicant understands that the Corporate Debtor is currently contesting the following disputes in relation to shares of Dish TV worth approximately INR 381.09 Crores.

"The following ongoing litigation is mentioned in the Information Memorandum (IM)

1.Electroparts (India) Pvt. Ltd. & Ors. Vs Veena Investments Pvt. Ltd. &Ors. before the Delhi High Court

The Company is one of the Plaintiffs in the said case. The Company had provided a pledge of shares and a corporate guarantee in respect of a transaction involving an advance against purchase of shares of Dish TV Limited pursuant to a share purchase agreement. The Defendants in the case, as is claimed by the Company, wrongfully terminated the share purchase agreement and have thereafter acquired the shares in Dish TV Limited through a fraudulent exercise of their rights under the share pledge agreement. The Defendants have further sought to make certain claims under the corporate guarantee provided by the Company. The Company had approached the Delhi High Court seeking to restrain the Defendants from taking any further actions under the said corporate guarantee. The Delhi High Court

has passed an interim order of status quo in respect of the to be allotted shares in Dish TV Limited, which were to be allotted to the Company pursuant to a NCLT approved Scheme of Merger between Dish TV Limited and the erstwhile Videocon D2H Limited, and in respect of which claim had been made under the corporate guarantee.

**2.Dome-bell Electronics India Private Limited & Ors. Vs Dish Tv India Limited & Ors. before the
Bombay High Court**

The Company is one of the Plaintiffs in the said case. The Company had provided a pledge of shares in Videocon D2H Limited held by it, and a corporate guarantee in respect of non-convertible debentures issued by Goldenarch Digital Solutions Private Limited. It is the Company's case that the Defendants acting in collusion, did not allot shares in Dish TV Limited, which were to be allotted to the Company pursuant to a NCLT approved Scheme of Merger between Dish TV Limited and the erstwhile Videocon D2H Limited. The non allotment rendered the non-convertible debentures issued by Goldenarch Digital Solutions Private Limited unsecured and thereby resulted in an engineered event of default. The Company had approached the Bombay High Court seeking to restrain the Defendants from taking any further actions pursuant to the engineered event of default in respect of the non convertible debentures and particularly under the share pledge agreement and the corporate guarantee."

In the event, the Corporate Debtor is successful in the aforesaid disputes, or if the same are settled, it may receive the shares of Dish TV Ltd.

The Resolution Applicant proposes that in the event shares of Dish TV Ltd are allotted in favour of the Corporate Debtor, the same will be distributed to the Financial Creditors of the Corporate Debtor (as they stand on the date of NCLT's approval of this Resolution Plan) as per their respective voting percentage on the Committee of Creditors.

In case of creditors kept in abeyance are admitted by high court; the consideration distributed among existing financial creditors will be called back in proportion to meet the liability of such creditors.

The aforesaid distribution of shares is completely contingent upon the outcome of the disputes / litigations listed above. The Resolution Applicant will not be liable to make any payments / distribution of shares of "Dish TV" in the event the same are not allotted in favour of the Corporate Debtor.

4. Change in Capital Structure of the Corporate Debtor

The Corporate Debtor has currently issued 2,50,000 equity shares at a face value of INR 100 each of which 100 per cent is held by the erstwhile promoters and promoter group. The Resolution Applicant proposes the following changes in the existing equity share capital of the company:

- i. **Write down of equity share capital:** it is proposed to write down the existing equity shares having face value of INR 100 each to a face value of INR 1 each, thereby reducing the share capital to about INR 2,50,000 (i.e. 2,50,000 shares of INR 1 each).*
- ii. **Share consolidation:** The issued and paid up share capital of the Corporate Debtor after the write down of the face value of INR 1 each, shall stand reduced by a proportion of 100:1 and 100 equity shares of INR 1 each would be consolidated into one share of INR 100 each, thus making face value to INR 100 each and reducing number of shares to one hundredth. Partial*

shares will be rounded up. After this equity structure of the Corporate Debtor would be as follows:

No. of Shares	Face value	Total Share Capital	Percentage
2,500	100	2,50,000	100 %
0	N.A	0	0 %
2,500	100	2,50,000	100%

- iii. After the proposed equity share write off and share consolidation, the shares held by the erstwhile promoters and promoter group would be written off to 0.
- iv. Simultaneously with the write off of the shares held by the erstwhile promoters and promoter group, 2,500 fresh shares of INR 100 face value will be issued. These fresh shares will be subscribed to by the Resolution Applicant.
- v. After the above mentioned fresh issue, revised equity structure of the Corporate Debtor would be as follows:

Particulars	No. of Shares	Face value	Total Share Capital	Percentage
Erstwhile Promoters	0	100	0	0%
Others	0	100	0	0%
Resolution Applicant	2,500	100	2,50,000	100%
Total	2,500	100	2,50,000	100%

Similarly, the Corporate Debtor currently issued and allotted 3,660 preference shares at a face value of INR 100 each of which approximately 100 per cent is held by the erstwhile promoters, promoter group and persons acting in concert. The Resolution Applicant proposes the following changes in the existing preference share capital of the company:

- i. **Write down of preference share capital:** it is proposed to write down the existing preference shares having face value of INR 100 each to a face value of INR 1 each, thereby reducing the preference share capital to about INR 3,660 (i.e. 3,660 shares of INR 1 each).
- ii. After the proposed write down, the preference shares held by the erstwhile promoters and promoter group would be written off to 0.

The procedure mentioned above (including capital write-down, reduction of shares, extinguishment of shares, issuance of new shares) shall be done by the Implementation and Monitoring Committee on the Effective Date (as defined in the Resolution Plan). It is prayed to the NCLT that the approval of the Resolution Plan would be considered as a deemed approval for the aforementioned process and all compliances under applicable law would be deemed to be

followed. It is clarified that no separate court process shall be initiated before the NCLT other than the process for approval of the Resolution Plan.

5. *Proposal for funding by the Resolution Applicant*

The Resolution Applicant proposes a cash infusion of INR 3,00,00,000, to be infused by the promoters of the Resolution Applicant, towards working capital of the Corporate Debtor and for funding the day to day functioning of the Corporate Debtor. Such infusion shall take place on the Effective Date (as defined in the Resolution Plan).

6. *Proposal for funding litigation by the Resolution Applicant*

The Resolution Applicant proposes to keep the Resolution Professional indemnified from expenditure incurred towards defending litigation proceedings that are currently ongoing against the Resolution Professional or may be initiated against the Resolution Professional in the future for a period of 3 years from the Effective Date.

Schedule 2: Executive Management

The Resolution Applicant will install a management team upon successfully winning the bid. We will bring in key talent in critical leadership roles such as Manufacturing & Production, Marketing, Customer Relations and HR. We have numerous candidates who have relevant experience who will be tapped for key positions.

SCHEDULE 3: ACCOUNT STATEMENTS OF THE RESOLUTION APPLICANT

The audited balance sheet as on 31st March 2017 & 31st March 2018 is attached.

SCHEDULE 4: BUSINESS PLAN

Business Operational Vision of M/s VYOM TELE INFRASTRUCTURE PRIVATE LIMITED

VYOM TELE INFRASTRUCTURE PRIVATE LIMITED was incorporated in the year 2016 for with a business object to carry on the business of manufacturers, merchants, dealers, distributors, importers, exporters, buyers, sellers, agents and stockiest, and to market, hire, lease, rent out, assemble, alter, install, service, design, research and improve, develop, exchange, maintain, repair, refurbish, store and otherwise deal in any manner in all types of telecom infrastructure, like telecom towers, mast, optical fibre cable other cabling telephone exchanges, telephone instruments whether corded, cordless, mobile or of any other kind, tele - terminals, fax machines, telegraphs, recording instruments and devices, telephone message, answering machines and devices, dialling machines, trunk dialling barring devices, wireless sets and other wireless communication devices like radio pagers, cellular phones, satellite phones etc, telecom switching equipment of all kinds, telecom transmission equipment of all kinds, test equipment, instruments, apparatus, appliances and accessories and equipment and machinery for the manufacture thereof and to provide technical services in respect thereof or relating thereto.

After incorporation no business activity was conducted as stated above. The Resolution Applicant is planning to start up business activity by taking over Dome bell and will manufacture Air cooler. The Company is in advance stage of finalizing the manufacturing/marketing strategy with various players in the market. Once finalized, formal agreement will be executed to manufacture/trade the Air Coolers under the respective brands.

Company will also explore possibilities to manufacture Coolers for other major players like Symphony etc.

The Resolution Applicant is eager to enter into the business of consumer electronics and home appliances primarily focusing on Manufacturing of Air coolers. The Corporate Debtor has an existing set up at Ahmednagar, which can be utilized by the Resolution Applicant to enter into the Cooler Segment. The Strategy to take over Corporate Debtor as a going concern is mainly due to Corporate Debtor's experience in the business of Cooler Segment and adequate knowledge about the market.

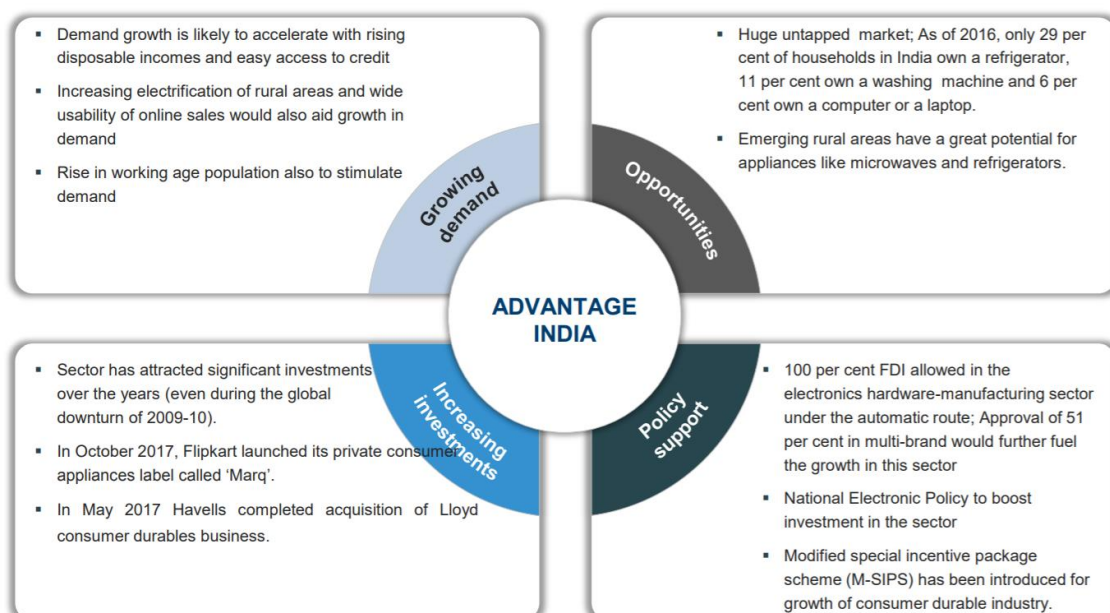
BACKGROUND

Indian appliance and consumer electronics (ACE) market reached INR 2.05 trillion (US\$ 31.48 billion) in 2017. It is expected to increase at a 9 per cent CAGR to reach INR 3.15 trillion (US\$ 48.37 billion) in 2022. Urban markets account for the major share (65 per cent) of total revenues in the consumer durables sector in India. There is a lot of scope for growth from rural markets with consumption expected to grow in these areas as penetration of brands increases. Consumer electronics exports from India reached US\$ 362.12 million in FY18. Also demand for durables like refrigerators as well as consumer electronic goods are likely to witness growing demand in the coming years in the rural markets as the government plans to invest significantly in rural electrification.

Under Budget 2018-19, the government retained its focus on rural economy by continuing the pro-poor and pro-farmer schemes. Growing awareness, easier access, and changing lifestyles have been the key growth drivers for the consumer market. The Government of India's policies and regulatory frameworks such as relaxation of license rules and approval of 51 per cent foreign direct investment (FDI) in multi-brand and 100 per cent in single-brand retail are some of the major growth drivers for the consumer market.

Several multinational brands have already made an entry in the Indian ACE market and few other are evaluating the same keenly as the Indian growth story looks very attractive for the Chinese and other far eastern manufacturer companies.

The advantage of being present in the ACE market in India is as under:



Notes: FDI - Foreign Direct Investment, FY- Indian Financial Year (April - May), CAGR - Compound Annual Growth Rate, EPCG - Export Promotion Capital Goods Scheme, EHTP - Electronic Hardware Technology Park
 Source: DIPP, Aranca Research, ICE 360 Survey 2016

In order to cater to the increasing demand in ACE market various players are adapting new strategies. The recent notable trends in the consumer durables sector could be listed as under:

- *Expansion into new segments*
 - *Micromax plans to invest US\$ 89.25 million by 2020 for transforming itself into a consumer electronics company.*
 - *Voltas, company of Tata Group, will launch its 'Beko' brand of consumer durables in the second half of 2018 through a joint venture with Ardutech, a subsidiary of Arcelik.*
 - *Whirlpool India will launch one new product every two months in 2018 to tap the entry and premium segments in the country*
- *Premium Goods*
 - *As a result of increased exposure to global lifestyle and newer technologies, consumer perception in India has been shifting in favour of premium consumer durables. These are no more viewed as only utility products.*
 - *The trend of premiumisation is visible across various categories like air conditioners, microwaves, refrigerators and washing machines.*
 - *Easy finance schemes have been a major enabler for people to opt for premium products in the market.*
- *Growing Luxury Market*
 - *Growing number of HNI's and women in workforce is boosting demand for luxury products.*
 - *Luxury brands like Porsche, Jimmy Choo are increasing their store presence*
 - *Luxury brands are launching their own websites to cater to Indian luxury brand market*
- *Increased affordability of Products*
 - *Advancement in technology and higher competition are driving price reductions across various consumer durable product segments such as computers, mobile phones, refrigerators and TVs.*
 - *With the initiative of "Make in India" campaign, many domestic and Chinese manufactures are investing in India to set up their manufacturing plants which would produce more affordable products.*

Therefore strong demand combined with policy support is driving investments into the Indian ACE market. Income growth is the key driver of demand for consumer durables. This trend is going to continue since factors such as rising rural incomes, increasing urbanization, growing middle class and changing lifestyles are fuelling the growth in demand. The government policies such as reduction in custom duty on certain inputs like metals, wires, cables, refrigerators compressor parts will promote the production of consumer electronics in India. Custom duty on LCD/LED TV reduced to nil from 10 per cent. FDI has been permitted in electronics hardware-manufacturing under the automatic route. Further FDI into single brand retail has been increased from 51 per cent to 100 per cent; the government is planning to hike FDI limit in multi-brand retail to 51 per cent. In addition to this, a new National Electronics Policy is expected to be finalized by Government of India in the second half of FY19. It aims to create an ecosystem for a globally competitive electronic manufacturing sector and to achieve a turnover of about US\$ 400 billion by 2020, including investments of about US\$ 100 billion, as well as to provide employment to around 28 million people.

Recent Investments in ACE market in India

- *Intex Technologies will invest around INR 60 crore (US\$ 9.27 million) in 2018 in technology software and Internet of Things startups in India in order to create an ecosystem for consumer appliances and mobile*

devices.

- Micromax plans to invest US\$ 89.25 million by 2020 for transforming itself into a consumer electronics company.
- In January 2018, Panasonic started its first refrigerator plant in India with an annual production capacity of 500,000 units with an investment of INR 115 crore (US\$ 17.76 million).
- British technology company Dyson will invest around INR 1,300 crore (US\$ 200 million) in the Indian consumer durables sector by 2023.
- In August 2017, V-Guard acquired 49.43% stake in GUTS Electro-Mech.
- In October 2017, Flipkart launched its private label 'Marq' for selling large appliances in India.
- In May 2017 Havells completed acquisition of Lloyd consumer durables business for an enterprise value of INR 1,600 crore (US\$ 248.2 million).

ABOUT THE CORPORATE DEBTOR:

The Corporate Debtor has Industrial land and structure at Plot No. B 17, MIDC, Ahmednagar, Industrial Area, District Ahmednagar, Maharashtra. Proximities to civil amenities like schools, hospitals, offices, market etc. are available within an easy access. It is approximately 10 kms from Ahmednagar Railway Station. Area of the land is approx 20,000 sq. m. and its is a lease hold land leased by Maharashtra Industrial Corporation Ltd (MIDC). The facility is having permissible FSI of 1 but actual utilized on 0.36, which gives additional space for construction. Ready to move in building is available which means the Resolution Applicant can start the assembly line at the earliest.

India air coolers market is forecast to grow at a CAGR of 27% by 2022, on account of rising temperature levels, growing middle class population and low prices of air coolers as compared to air conditioners. Increasing sales of air coolers through online channel, coupled with growing awareness among consumers regarding new technology-based air coolers such as air purification and wall mounted air coolers is anticipated to boost the air coolers market in India during forecast period. Moreover, government initiatives aimed at electrifying villages across the country are further likely to aid India air coolers market over the next five years.



The Resolution Applicant is in advances stage of negotiation with various major player in Cooler Segment in India.

Studies have shown that the Indian consumer needs are evolving. The consumer now wants premium quality at an optimum price and is open to accepting new product categories with sound technical support and trustworthy brands.

Projected Operating Statement

M/S Dome Bell Electronics India Private Limited						
PROJECTED FINANCIAL STATEMENT						
	CIRP Resolution Recovery Plan					
FORM II : OPERATING STATEMENT						
						In Lacs
SR	PARTICULARS	Projected	Projected	Projected	Projected	Projected
NO		31.03.2020	31.03.2021	31.03.2022	31.03.2023	31.03.2024
1	<u>Gross Sales/Services</u>					
i)	Sales	5,200	5,980	6,877	8,252	9,903
ii)	Export sales		-	-	-	-
2	Less : Sales Tax/Service Tax	0	0	0	0	0
3	Net Sales (1 - 2)	5,200	5,980	6,877	8,252	9,903
4	% of rise (+) or fall (-) in net sales as compared to previous year		15%	15%	20%	20%
5	Cost of Production					
	Opening Stock	0	450	495	545	599
	Production Cost	2950	3150	3950	4800	6000
	Closing Stock	450	495	545	599	659
	Cost of Production	2500	3105	3900	4746	5940
		48%	52%	57%	58%	60%
	Other Indirect Cost					
iv)	Employee benefits	450	495	545	599	659
vi)	Other Indirect Expenses	605	713	817	838	948
	Total Indirect Cost	1,055	1,208	1,362	1,437	1,607
		20%	20%	20%	17%	16%
xiv)	Total Cost	3,555	4,313	5,262	6,183	7,547

		68%	72%	77%	75%	76%
7	Operating Profit before Interest & Depreciation	1,645	1,667	1,615	2,069	2,356
9	Depreciation	100	90	80	70	60
10	Operating Profit after Interest & Depreciation.	1,545	1,577	1,535	1,999	2,296
11	Profit before tax/loss (10+11(iii))	1,545	1,577	1,535	1,999	2,296
12	Provision for taxes @ 30%	463.5	473.1	460.5	599.82	688.764
14	Net Profit/Loss (12 - 13)	1,082	1,104	1,075	1,400	1,607
15	Cash Accruals	1,182	1,194	1,155	1,470	1,667
16	Net Profit After Tax (14 - 15)	1,182	1,194	1,155	1,470	1,667
	Net Profit / Net Sales	12.45%	16.70%	16.88%	17.03%	17.16%
19	Cost of Capital in %	25.5	25.5	25.5	25.5	25.5
20	Present Value Factor	0.842	0.709	0.597	0.502	0.423
21	Net Present Value	994.82	846.48	689.24	737.73	705.19

Net Return on Resolution Plan/ Recovery on Investment

M/S Dome Bell Electronics India Private Limited					
					Rs.In Lakhs
Net Investment Return Based on CAPM					
Particular					Amount
NPV Based on 5 Years of Projected					3973.45
Working Capital Recovery					205.83
Value of the Business					4179.28

IBC Resolution Investment as per Resolution Plan (Present Value)	3500.00
Working Capital Investment at Starting	418.81
Total Investment	3918.81
Net Investment Return	260.47

Working Capital Investment:

M/S Dome Bell Electronics India Private Limited						
PROJECTED FINANCIAL STATEMENT						
WORKING CAPITAL STATEMENT						
		Projected	Projected	Projected	Projected	Projected
Srno	Particulars	31.03.2020	31.03.2021	31.03.2022	31.03.2023	31.03.2024
	Current Assets					
1	Trade Receivables	500	550	605	665.5	732.05
2	Inventories	450	495	544.5	598.95	658.85
3	Short Term Advances	50	55	60.5	66.55	73.21
4	Others	4	5	6	7	8
	Total (A)	1004	1105	1216	1338	1472.1
	Current Liabilities					
5	Trade Payables	250	300	360	432	518.4
6	Short Term Provisions	106.6	117.26	128.99	141.88	156.07

7	Other Liabilities	150	180	216	259.2	311.04
	Total (B)	506.6	597.26	704.99	833.08	985.51
	Net Working Capital	497.4	507.74	511.01	504.92	486.59
	Discounting Factor	0.842	0.709	0.597	0.502	0.423
	Discounted Working Capital					
	Cash Outflow	418.81	359.99	305.07	253.47	205.83

Assumptions:

M/S Dome Bell Electronics India Private Limited		
Project Consideration		
Particulars	UOM	Data Validity
Income Tax Rate	30.90%	As per Income Tax Act 1961
Risk Free rate of Return	7.50%	Bank FDR
Market Rate of Return	15.00%	As per Industry Scenario
Beta	1.5	Assumption
Interest Rate for Loan	15.00%	As per Industry Scenario
Cost of Capital (CAPM)	18.75%	As calculated

M/S Dome Bell Electronics India Private Limited		
Cost of Capital		
Capital Asset Pricing Model (CAPM)		
$R_f + \beta (R_m - R_f)$		
Rf	7.50%	= 7.5 + 1.5 (15 - 7.5)
Beta	1.5	= 18.75 Cost of Equity CAPM
Rm	16.50%	
Note: In the absence of any Debt we have consider Cost of Equity as a cost of capital		

Schedule 5: Lessor Approvals

One of the properties owned by the Corporate Debtor is under lease from MIDC is situated at B – 17, MIDC, Ahmednagar Industrial Area, District Ahmednagar, in the state of Maharashtra, necessary MIDC permissions be needed to change the name of ownership in their records. Once the Resolution Plan is

approved by NCLT, the Corporate Debtor alongwith Resolution Applicant will approach MIDC authorities to get the necessary formalities completed.

One of the properties owned by Corporate Debtor is under Lease from New Okhala Industrial Development Corporation and is situated at Plot No. 12, Block G Sector 11, Noida necessary permissions from New Okhala Industrial Development Corporation be needed to change the name of ownership the name of Resolution Applicant. Once the Resolution Plan is approved by NCLT, the Corporate Debtor alongwith Resolution Applicant will approach MIDC authorities to get the necessary formalities completed.

Schedule 6: Composition and Ownership Structure

SHAREHOLDING PATTERN

EQUITY SHARES					
SR.	NAME OF SHAREHOLDER	NO. OF SHARES	FV PER SHARE	PAID-UP	% TOTAL
1	Nandkishor J Toshniwal	5,000	10	50,000	0.25
2	Vijay N Toshniwal	5,000	10	50,000	0.25
3	Akar Industries Private Limited	20,00,000	10	2,00,00,000	99.5
	Total	20,10,000		2,01,00,000	100.00

Schedule 7: Authorisations

Schedule 8: Corporate Authorizations of the Resolution Applicant

FINDINGS

14. On hearing the submissions made by the Ld. Counsel for the Resolution Professional, the Resolution Plan in hand satisfies the minimum threshold of approval by 66% majority of the CoC. Hence, as per the CoC, the plan stands the requirement of being viable and feasible for revival of the Corporate Debtor. By and large, all the compliances have been done by the RP and the Resolution Applicant for making the plan effective after approval by this Bench.
15. As far as the question of granting time to comply with the statutory obligations / seeking sanctions from governmental authorities is concerned, the Resolution Applicant is directed to do the same within one year as prescribed under section 31(4) of the I&B Code.
16. Further, in case of non-compliance of this order or withdrawal of Resolution Plan, the CoC shall forfeit the EMD amount already paid by the Resolution Applicant.

Subject to the observations made in this Order, the Resolution Plan in question is hereby **APPROVED** by this Bench.

17. The Resolution Plan is binding on the Corporate Debtor and other stakeholders involved so that revival of the Debtor Company shall come into force with immediate effect and the "Moratorium" imposed under section 14 shall cease to have any effect henceforth. 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 to the Resolution Applicant or New Promoters. Certified copy of this Order be issued on demand to the concerned parties, upon due compliance. That liberty is hereby granted for moving any Miscellaneous Application if required in connection with implementation of this Resolution Plan. That in respect of stepping by the New Promoters/Resolution Applicant into the shoes of the erstwhile Company and taking over the business, the provisions of Companies Act, 2013 shall be applicable and because of this reason a copy of this Order is to be submitted in the Office of the Registrar of Companies, Mumbai.
18. The RP is further directed to handover all records, premises/factories/documents to Resolution Applicant to finalise the further line of action required for starting of the operation. The Resolution Applicant shall have access to all the records/premises/factories/documents through Resolution Professional to finalise the further line of action required for starting of the operation.
19. The directions embodied and period of implementation provided herein above shall be effective from the date of this Order.

SD/-
CHANDRA BHAN SINGH
MEMBER (TECHNICAL)

SD/-
M.K. SHRAWAT
MEMBER(JUDICIAL)

Date : 09.12.2019

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