



**IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH (COURT-2)**

IA No. /314/(AHM)/ 2021

In

CP (IB)/ 586/(AHM) /2019

[Application under Section 30(6) and Section 31 of the Insolvency & Bankruptcy Code, 2016 for approval of Resolution Plan]

IN THE MATTER OF:

Mr. Vikash Jain, Resolution Professional of
M/s. Sona Alloys Private Limited
Having registered address at:
204 Wall Street-1, Opp Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380006, Gujarat

...Applicant

Versus

Mr. Amit Kumar Jain & Ors.

...Respondents

Order Pronounced on: 06/02/2023

Coram:

**DR. DEEPTI MUKESH
HON'BLE MEMBER (JUDICIAL)**

**AJAI DAS MEHROTRA
HON'BLE MEMBER (TECHNICAL)**



MEMO OF PARTIES

**Mr. Vikash Jain, Resolution Professional of
M/s. Sona Alloys Private Limited**

Having registered address at:
204 Wall Street-1, Opp Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380006, Gujarat

...Applicant

Versus

1. Amit Kumar Jain

Sanskrit Villa, Bh Karnavati Club,
S.G. Highway, Ahmedabad

2. Asit Jain

Sanskrit Villa, Bh Karnavati Club,
S.G. Highway, Ahmedabad

3. Samir Kumar Chattopadhyay

4th floor, Medimax House,
Opp. Karnavati Hospital, Ellisbridge,
Ahmedabad -380006

4. Committee of Creditors of

Sona Alloys Private Limited
Represented through lead stakeholder
Rare Asset Reconstruction Limited
104-106, Gala Argos, Bs. Harikrupa Tower,
Gujarat College Road, Ahmedabad- 380006.

5. MTC Business Pvt. Ltd.

Successful Resolution Applicant
401,4th Floor, Navkar Commercial Complex,
Sir M.V. Road, Andheri (East),
Mumbai, Maharashtra - 400069 IN

...Respondent (s)



Appearance:

For RP : Mr. Saurabh Soparkar, Sr. Adv. a/w. Mr. Jaimin Dave, Adv.

Mr. Rasesh Sanjanwala, Sr. Adv. a.w Mr. Shashvata Shukla,

For Applicant: Mr. Karan Sanghani, Adv. & Mr. Tejas Trivedi, Adv. Mr.

Aditya Joshi, Adv.&Mr. Tarak Damani, Adv. Ms. Kiran Taneja,

For Vedanta Ltd.: Mr. Gopal Jain, Sr. Adv. & Mr. Diwakar Maheshwari,

Adv., Ms. Pratiksha Mishra, Adv. & Mr. Moiz Rafique, Adv.

For SRA: Mr. Krishnendu Dutta, Sr. Adv. & Mr. Mohd. Shahan Ulla, Adv.

& Mr. Varun Himatkasingka, Adv. for R-5

For CoC : Mr. Mihir Thakore, Sr. Adv. a.w Mr. Yuvraj Thakore, Adv.

ORDER

1. The present IA No.314/(AHM)/2021 is an application filed by the Resolution Professional (RP) u/s 30(6) & 31 of IBC, 2016 seeking approval of the resolution plan of Corporate Debtor - M/s. Sona Alloys Private. Ltd. wherein MTC Business Private. Ltd. (MBPL) is the successful Resolution Applicant (SRA). Before dealing with approval of the resolution plan, the objection filed by M/s Vedanta Ltd., the unsuccessful resolution applicant is to be considered and decided first.

OBJECTION BY M/S. VEDANTA LTD. –

2. M/s. Vedanta Ltd. (VL) submitted the resolution plan which was not approved by the Committee of Creditors (CoC). The major objection of M/s Vedanta Ltd. is that the SRA, M/s. MBPL was, in its capacity as a Financial Creditor, part of CoC which was in violation of the principle of conflict of interest, leading to failure to maintain the confidentiality of the resolution plan submitted by VL, thereby, giving undue advantage to M/s MBPL.

Brief background of the case:



3. The Resolution Plan of MBPL was approved by the CoC on 24.03.2021 with 99.732 % voting share. Thereafter on 31.03.2021, Vedanta Ltd. was informed by RP that their Plan was not approved.
4. On 03.04.2021, Vedanta Ltd. requested Resolution Professional to refund the security deposit and the same was refunded by Resolution Professional on 05.04.2021. Vedanta Ltd. also sought the release of the Bank guarantee submitted by it and collected the Bank Guarantee so returned immediately.
5. IA 314 of 2021 on 12.04.2021 was filed by Resolution Professional for approval of the Resolution Plan before this Tribunal. The Unsuccessful Resolution Applicant -Vedanta Ltd. sent a letter to the Resolution Professional attaching a revised Resolution Plan on 15.06.2021, with a request to present the revised plan to CoC. This request was duly rejected by the Resolution Professional on 24.06.2021, as the timelines of CIRP had concluded and an application for approval of Resolution Plan was already filed. This rejection by RP was contested again by Vedanta Ltd.
6. After almost one year from the date of filing of the application for approval of the resolution plan, Vedanta Ltd. filed IA No.406 of 2022 before this Tribunal on seeking submission of a revised Resolution Plan and the same was rejected vide order dated 09.05.2022.
7. Thereafter, Vedanta Ltd. filed IA No.491 of 2022 seeking recall of the order dated 09.05.2022 passed in IA No.406 of 2022 and the same was rejected by this Tribunal vide order dated 10.06.2022.
8. Thereafter, Vedanta Ltd. preferred Company Appeal (AT) (INS) No.712 of 2022 and 713 of 2022 before the Hon'ble NCLAT against the order passed by this Tribunal. The Hon'ble NCLAT rejected the appeal filed by Vedanta Ltd. vide order dated 03.08.2022. However, Vedanta Ltd. was permitted to



raise objections against the approval of the Resolution Plan in the present proceedings before NCLT.

9. Accordingly, Vedanta Ltd. has filed the present objections before this Tribunal.
10. It was submitted on behalf of Vedanta Ltd. that the judgement of Rajputana Properties Private Limited (RPPL) requires that strict confidentiality of the resolution plan should be maintained. It was further stated that apparently, as per page 42 (para 5) and 43 of IA 314 of 2021, the resolution plan was shared with CoC members including the Successful Resolution Applicant. The judgement of the Hon'ble Supreme Court in the case of Phoenix ARC Private Limited, specially para 85 & 98 was also referred and it was stated that the main objection of M/s Vedanta Ltd. is that the Successful Resolution Applicant, being part of the CoC, was able to put undue influence in the acceptance of its own resolution plan.
11. It was submitted on behalf of Resolution Professional that prior to 8th March 2021, Seven CoC meetings were held and the revised plan was considered only in the 8th meeting held on 08.03.2021. The revised plan was put up for approval on 17.03.2021 in 9th Coc meeting. As per page 39 of reply of RP, M/s Vedanta Ltd., objector herein, was informed on 31.03.2021 that their resolution plan has not been approved and, if required, they can request for refund of EMD. On 03.04.2021, M/s Vedanta Ltd., the objector, sought refund of EMD which was duly paid back to them. It was only on 15.06.2021, nearly two and half months after the said communication, that the objector M/s Vedanta Ltd. raised objection for the first time through their letter dated 15.06.2021 which was duly replied by the Resolution Professional on 28.06.2021. The Interlocutory Application No.406 of 2022 and 491 of 2022 of the objector were rejected by NCLT, which was confirmed by Hon'ble



NCLAT, though Hon'ble NCLAT allowed the objector to place its objections during the hearing of the resolution plan. It was further stated that the Proviso to Section 30(5) of IBC, 2016, provides that Financial Creditor who has given the resolution plan can attend as well as vote on the said resolution plan. He further submitted that plans were opened simultaneously on 08.03.2021 and were password protected, thus, complete confidentiality of the resolution plan was maintained. There was no improvement in the financial bid after the opening of the plan on 08.03.2021. Thus, there was no conflict of interest in one of the Financial creditor submitting the resolution plan, and this practice is also supported by the proviso to Section 30(5) of the IBC, 2016.

12. The successful Resolution Applicant supported the arguments of the Resolution Professional and reiterated that the legislative intent, as read in the proviso to Section 30(5) of IBC, 2016 is to permit the Financial Creditor, who is part of CoC, to submit resolution plan as also to vote on it. The requirement of placement of the resolution plan before the CoC has been met. As per the proviso of Section 21 of IBC, 2016, only related parties are prevented from sitting in CoC. The voting share of Mehta Group, in all was less than 10% and even if the same is ignored, the plan has mustered the requisite approval of the CoC.
13. CoC adopted the arguments of Resolution Professional and successful Resolution Applicant and stated that there was no change in financial bid after 08.03.2021 and plan presented by the Successful Resolution Applicant was far better and was approved in the commercial wisdom of the CoC by an overwhelming majority and hence, there is no reason why the plan should not be approved by the Adjudicating Authority.
14. On specific query by the Bench, the Learned Senior counsel Mr. Jain for the objector - M/s. Vedanta Ltd. confirmed that the resolution plan submitted by



Vedanta Ltd. was password protected. In the rejoinder, Learned Senior Counsel Mr. Jain for the objector M/s. Vedanta Ltd. reiterated that the decision-making process in the approval of the resolution plan by the CoC has been vitiated by the presence of Mehta Group in the CoC and the resolution plan should not be approved by the Adjudicating Authority.

15. M/s. Vedanta Ltd.–The Unsuccessful Resolution Applicant filed its written submission with the following submissions:

- i. Violation of Principles of avoidance of conflict of interest and transparency;
- ii. Disclosure of Vedanta’s Resolution Plan to MBPL during CoC meetings is in violation to maintain the confidentiality of the Plan.

16. The Resolution Professional filed its written submissions in response to Vedanta’s objections:

- i. The objection raised by Vedanta are totally misconceived and against the provisions of IBC. Proviso to Section 30(5) of IBC provides that a Financial Creditor who is also a Resolution Applicant will have a right to vote at the meeting of the CoC.
- ii. Secondly, even if one takes out the voting share of Mehta group (MTC and MBPL), which comes to 10% approximately, then also the Resolution Plan will stand approved by the requisite voting share of CoC. Therefore, voting of MTC and Mehta Trading Corporation will not have any bearing on the outcome of the resolution plan.
- iii. CoC, in its commercial wisdom, has approved the Resolution plan with a majority of 99.732% voting share.
- iv. The Resolution Plan of MBPL is even otherwise financially better than the Resolution Plan of Vedanta. The Net Present Value of the Resolution



Plan of MBPL is Rs. 312.28 crores, as against the Net Present Value of the Resolution Plan of Vedanta Ltd. of Rs. 256.02 crores.

- v. Lastly, the conduct of Vedanta suggests that they have filed objections with malafide intention of derailing the successful resolution of the Corporate Debtor. Vedanta was informed about the non-approval of their plan as far back as on 31.03.2021. Thereafter, on 03.04.2021, Vedanta demanded refund of the Security Deposit and the return of the Bank Guarantee which was released to them. The Resolution Professional filed the application for approval of the Resolution plan on 12.04.2021. Thereafter, on 15.06.2021, Vedanta raised objections and submitted a revised plan with a request to Resolution Professional to present the same before the CoC. The said request was duly rejected by the Applicant–Resolution Professional vide letter on 24.06.2021. Thereafter, Vedanta went into a deep slumber only to file IA in April, 2022. This shows that Vedanta wanted to derail the successful resolution of the Corporate Debtor.

17. We have heard the learned counsels for the Resolution Professional, SRA, CoC and the objector and perused the material available on record. The main contentions of M/s Vedanta Ltd. are that the successful resolution applicant is one of the members of CoC, the process was therefore vitiated due to conflict of interest and the SRA had undue advantage being part of CoC. At this stage, it is relevant to refer to the provision of the Insolvency & Bankruptcy Code, 2016. The ineligibility of the person to submit resolution plan is specified in Section 29A. It is nobody's case that the SRA is ineligible to give the plan under Section 29A. The contentions raised by the M/s Vedanta Ltd are contrary to the legislative intent as enshrined in provisions of



Section 30(5) of Insolvency & Bankruptcy Code, 2016. For ready reference the extract of the provision of Section 30(5) of the Code is reproduced below:

(5) The resolution applicant may attend the meeting of the committee of creditors in which the resolution plan of the applicant is considered:

Provided that the resolution applicant shall not have a right to vote at the meeting of the committee of creditors unless such resolution applicant is also a financial creditor. (emphasis provided)

17.2 The Subsection (5) of Section 30 specifies that not only financial creditor can submit the resolution plan and attend the CoC meeting but can also vote on it

17.3 The requirement of voting of resolution plan and approval by more than 66% of the CoC has been met in this case. It is further noted that even if one takes out the voting share of MTC and MBPL of Mehta Group, which comes to 10% approximately, then also the Resolution Plan of MBPL will stand approved by 89.732%, Therefore, voting of MBPL and Mehta Trading Corporation will not have any bearing on the outcome of the resolution plan.

17.4 It is admitted by M/s Vedanta Ltd. that the Plan was password protected. Both the plans were opened simentenously and therefore, the SRA had no prior knowledge or advantage in this regard. Also, the financial bid was not revised after 08.03.2021 when the plans MBPL and Vedanta Ltd. were opened simultaneously, thus, no prejudice has been caused to M/s Vedanta Ltd. Moreover, Vedanta Ltd. was informed about the non-approval of their plan on 31.03.2021 by the Resolution



Professional. Thereafter, on 03.04.2021, Vedanta Ltd. demanded refund of the Security Deposit and return of the Bank Guarantee and the same was also released on 05.04.2021. The Resolution Professional filed the application for approval of the Resolution plan on 12.04.2021. Thereafter, it was only on 15.06.2021, that Vedanta Ltd. raised objections and submitted a revised plan with a request to Resolution Professional to present the same before the CoC. The said request was duly rejected by the Applicant–Resolution Professional vide letter dated 24.06.2021. Vedanta Ltd. filed the IA challenging the Plan only in April, 2022 which was rejected and appeal against such rejection was dismissed with direction to be heard in this application by Hon'ble NCLAT. We have complied the said directions and heard Vedanta Ltd. as well as considered their objections as per law. Hence, the sequence of events shows that Vedanta Ltd. wanted only to derail the resolution of the Corporate Debtor.

18. Considering the submission of R.P that the resolution plan of M/s MBPL was Superior to that of Vedanta Ltd. , that confidentiality of plans were maintained by password protection, that M/s MBPL was an eligible resolution applicant, that the plan had mustered sufficient vote share of CoC even if vote of Mehta Group is ignored and considering the provisions of Subsection (5) of Section 30 of Insolvency & Bankruptcy Code, 2016, we arrive at the decision that there is no substance in the objections raised by M/s Vedanta Ltd. The objections of Vedanta Ltd. are rejected and we will now consider the approval of the Resolution Plan submitted by MBPL.

RESOLUTION PLAN

19. The present application has been filed by Mr. Vikash Jain, Resolution Professional of M/s Sona Alloys Private Ltd. under Section 30(6) and Section



31 of Insolvency & Bankruptcy Code, 2016 (hereinafter referred to as **IB Code**) for approval of the Resolution Plan.

The brief facts of the case are given below:

20. The Corporate Debtor was admitted into Corporate Insolvency Resolution Process (hereinafter referred to as **CIRP**) by this Adjudicating Authority vide order dated 16.06.2020, in an application filed by M/s. Noble Resources International Pte. Ltd. - the Operational Creditor u/s 9 of the IB Code, 2016 wherein moratorium was declared and CIRP was initiated. Mr. Jagdishchandra Babulal Mistri was appointed as Interim Resolution Professional (hereinafter referred to as **IRP**). Thereafter, IRP made a public announcement in Form –A and collated claims and constituted the Committee of Creditors (*hereinafter referred to as “CoC” for short*). The CoC consists of the following members:

Sr.No.	Name and Address	Category	Voting Share (%)
1	Rare Asset Reconstruction Limited	Secured	73.756
2	Union Bank of India		10.402
3	Indian Overseas Bank		2.806
4	Indian Bank (Erstwhile Allahabad Bank)		2.765
5	Mehta Trading Corporation	Unsecured	6.968
6	MTC Business Private		3.035



	Limited		
Total			100

21. It is submitted by the applicant that the CoC in its 1st meeting dated 27.07.2020 resolved to replace the IRP by Resolution Professional Mr. Vikash Jain. The IRP was replaced by Resolution Professional - Mr. Vikash Jain vide order dated 20.10.2020 of the Adjudicating Authority .
22. The CoC in its 3rd meeting dated 11.11.2020, asked RP to file an application for extension of Corporate Insolvency Resolution Process (CIRP) period for 90 days along with request for exclusion of period corresponding to the Covid Pandemic. Form – G was published on 13.11.2020 with last date of submission of the Resolution Plan as 12.01.2021. In view of the directions given by the CoC, the Resolution Professional filed application for extension of period of Corporate Insolvency Resolution Process (CIRP) by ninety(90) days beyond one eighty(180) days and the said application was allowed by this Authority vide order dated 05.01.2021 and extension of CIRP period by 90 days was granted.
23. The CoC in its 5th meeting held on 08.01.2021, on the request of Prospective Resolution Applicants to extend the timeline for submission of resolution plans, resolved to extend the timeline by 21 days specifying 02.02.2021 as the last date. The CoC further resolved to appoint Dhelariya & Associate as the process advisor with 80.93% votes.



24. In its 6th meeting held on 03.02.2021, the Resolution Professional informed the members of CoC that 2(*two*) resolution plans have been received as on 02.02.2021, namely,

- a) *MTC Business Private Limited and*
- b) *Vedanta Limited.*

The same were opened simultaneously in the same meeting.

25. The CoC in its 7th meeting, held on 17.02.2021, sought improvement in the offer and requested both the Resolution Applicants to submit a revised plan by 19.02.2021. Thereafter, MTC Business Pvt. Ltd. submitted its revised Plan on 19.02.2021 but Vedanta Ltd. sought extension of time. Vedanta Ltd. submitted its revised Plan on 22.02.2021, within the extended timeline.

26. The 8th meeting of CoC was scheduled on 23.02.2021, the meeting was adjourned on various dates and adjourned 8th COC meeting was held on 08.03.2021. The Resolution Applicants submitted final Resolution Plans revising the amount offered to the stakeholders. Accordingly, the CoC advised the Resolution Professional to put the Plans of MTC Business Pvt Ltd. and Vedanta Limited for e-voting. Further, the CoC was re-constituted on 15.03.2021 by the Resolution Professional, consequent to the order passed by this Tribunal. As of date, the reconstituted CoC consisted of the following members:

Sr.No.	Name and Address	Category	Voting Share (%)
--------	------------------	----------	------------------



1	Rare Asset Reconstruction Limited	Secured	73.756
2	Union Bank of India		10.402
3	Indian Overseas Bank		2.806
4	Indian Bank (Erstwhile Allahabad Bank)		2.765
5	MehtaTradingCorprati on	Unsecured	6.968
6	MTC Business Private Limited		3.035
7*	Pani Logistics		0.264
8*	Ritesh M. Jain (HUF)		0.004
Total			100

Note-*marked CoC members were added at the time of reconstitution of the CoC.

27. After the reconstitution of the CoC, the last CoC meeting i.e., the 9th CoC meeting was held on 17.03.2021., wherein it was resolved that the final Resolution Plans be put for e-voting. The e-voting lines were kept open from 18.03.2021 till 24.03.2021 wherein the Resolution Plan submitted by M/s. MTC Business Private Ltd (MBPL) was approved with a majority of 99.732% voting share by the CoC. It is further submitted by the RP that the approved Resolution Plan of MTC Business Private. Ltd. complies with the provisions of Section 30 of the IB Code,2016 and Regulation 38 of the CIRP Regulations.



28. The amount provided for the stakeholders under the Resolution Plan is as under:

Sr. No.	Stakeholders	Claims Admitted (in crores)	Proposed Payment as per Resolution Plan (in crores)	Tenure(Years) From Trigger date
1	Outstanding CIRP Cost (At actuals)	0.00	1.00	Upfront
2	Workmen and Employees dues other than Related Party Employees	1.85	1.85	Upfront
3	Related Party Employees	1.25	Nil	NA
4	Operational Creditors - Other than Statutory Dues	114.97	0.11	Upfront
5	Operational Creditors - Statutory Dues	157.50	0.19	Upfront
6	Secured Financial Creditors	1696.82	365.85	Within 5 years
7	Unsecured Financial Creditors - Related Party	2.44	Nil	NA
8	Unsecured Financial Creditors - other than Related Party	194.25	189.00	20th year
		2169.08	558.00	

29. It is further submitted that the Approved Resolution plan of M/s. MTC Business Pvt. Ltd provides the term of the plan and its implementation schedule. The implementation schedule proposed by the Resolution Applicant is as under:



Sr. no.	Activity	Timeline
Phase I – Approval process of the Proposed Resolution Plan		
1.	Approved by NCLT	E
2.	Notice on Company's Website	E + 14
3.	Intimation to MCA, RBI, Tax authorities and various other statutory authorities	
4.	Intimation to all creditors, and other stakeholders of the Company	
Phase II- Settlement of Creditors		
5.	Payment of CIRP Costs as approved by CoC	E+ 90
6.	Payment to Operational Creditors	E + 90
7.	Payment of the proportionate amount to the dissenting financial creditors from the upfront cash and simultaneous execution of the agreement to assign the Deferred Debt by the dissenting financial Creditors	E + 90



8.	Upfront Payment to Secured Financial Creditors and simultaneous execution of the Agreement to Assign the deferred debt by the Dissenting Financial Creditors	E+90
9.	Issuance of OCRPS to unsecured Financial creditors, with redemption as per the terms of the resolution plan	E+90
10.	Standalone Capital Reduction, issuance/allotment of Equity shares of the Corporate Debtor to the SPV, the appointment of the Reconstituted Board	E+90
11.	Release of upfront PBG, if not adjusted towards upfront cash	E+90
12.	Amalgamation becoming Effective: Amalgamation i.e, the merger of the SPV into the Corporate Debtor as consideration to shareholders of the SPV.	Post the Trigger Date E+90 or date on which the Upfront Cash payment is



		fully discharged (i.e., Amalgamation Appointed date)
Phase III- Implementation of Proposed Resolution Plan		
13.	Management of Company	E + 90
14.	Change in Memorandum and Article of Association and other documentation as required under the proposed plan	E + 120
15.	Restarting the operations of the Corporate Debtor	E + 365
16.	Improvement in operations	Within 1 to 3 years
17.	i) Payment of Deferred Cash ii) Release of Existing Security and Issuance of no dues certificate iii) Execution of Assignment Agreement iv) Release PBG	E + 1915 (or such earlier timeline in case of prepayment)
18.	Redemption of OCRPS	E + 7390



Note: The timelines shall stand automatically adjusted in case of prepayment of deferred cash at the option of the Resolution Applicant in its sole discretion with discounting rate@10% per annum and without any extra levy or prepayment charges.

30. It is submitted by the RP that the Resolution Plan also provides for performance security of Rs. 10 crores as per sub-regulation (4A) of regulation 36B of the CIRP Regulations, 2016. It is verified in Form – H and the bank statement filed by the RP that the performance security of Rs.10 Crore was deposited on 30.03.2021 in the account of Corporate Debtor as recorded in the resolution plan (Page 166) of this application. Thus, it is seen that the amount of Rs.10 Crore, being performance security was received by the RP before the submission of the Resolution Plan for approval.

31. It is further submitted that in accordance with Section 31(1) of the Code, 2016 the approved resolution plan shall be binding on the corporate debtor and its employees, members, and creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan. It is also clarified that neither the Corporate Debtor nor the Resolution Applicant shall be required to make any payments over and above the



amount provided for under the said Resolution Plan on and from the date of approval of the resolution plan.

32. It is submitted by the resolution applicant that upon approval of Resolution plan, change in the management or control of the corporate debtor, according to Section 32A of the Insolvency and Bankruptcy Code, 2016, notwithstanding anything to the contrary contained in this Code or any other law for the time being in force, the liability of a corporate debtor for an offence committed prior to the commencement of the corporate insolvency resolution process shall cease, and the corporate debtor shall not be prosecuted for such an offence from the date the resolution plan has been approved by the Adjudicating Authority under Section 31 of the Insolvency and Bankruptcy Code, 2016 and any instrument executed by the Corporate Debtor under the *Negotiable Instrument Act, 1881* including but not limited to Post Dated Cheques, Demand Promissory Notes etc prior to the NCLT Approval Order date shall in no manner be the liability of the Resolution Applicant and effect of all such instruments shall stand extinguished.
33. It is further submitted that the subscription of the Equity Shares by the Resolution Applicant and its Affiliates/Nominees the entire Equity Shares held by the Existing Shareholders shall stand fully extinguished as a part of this Resolution Plan.
34. It is submitted by the resolution applicant that nothing contained in this Resolution Plan shall affect the rights of the Corporate



Debtor to recover any amounts due to the Corporate Debtor from any third party including any Related Parties of the Corporate Debtor, under Proceedings initiated by the Corporate Debtor (*including but not limited to the Company's Electricity Proceedings, Company's Water Proceedings, other Proceedings under Section 138 of the Negotiable Instruments Act, 1881, other recovery Proceedings*) and there shall be no set off of any such amounts recoverable by the Corporate Debtor against any amount paid / payable by the Corporate Debtor or any liability discharged, satisfied or extinguished pursuant to this Resolution Plan.

35. It is further submitted by the resolution applicant that the plan provides that on the amalgamation effective date as an integral part of the Resolution Plan, the entire SPV i.e. **M/s. MTC Steel Alloys Private Limited** shall stand transferred, merged, vested and/or amalgamated with the Corporate Debtor as on the Amalgamation Effective Date on a going concern basis, in accordance with the requirements of Section 2(1B) of the Income Tax Act, 1961, the provisions of Chapter XV of the Companies Act and other Applicable Laws, as per the terms and conditions of this Resolution Plan, without any further act, deed or document.
36. It is submitted by the RP that he has not filed any other application concerning the subject matter of this application before any other Court including the Hon'ble Supreme Court of India.
37. The liquidation value of the Corporate Debtor is Rs. 2,78,79,14,100/-.The value of the Resolution Plan is Rs.



5,57,00,62,184/-..The Net Present Value (NPV) of the Plan, discounted at the rate 10% is Rs. 312.18 Crore. It was submitted on behalf of RP that the value of the plan is higher than the liquidation value.

- 38.** We have heard learned counsel for the applicant and perused the material available on record. It is noted that Form H has been filed by Resolution Professional wherein all information/details as regards to conduct of CIRP as well as the process adopted for the Resolution Plan have been given. The Resolution Applicant has proposed to pay the Financial Creditors Rs.554.85 crores against its total admitted claim of Rs. 1893.22 crores. An amount of Rs. 2.15 crores has been proposed in the Resolution Plan for payment to the Operational Creditor against the total admitted claim of Rs. 274.32 crores including the Statutory Dues and Employees/Workmen.
- 39.** It is further noted that an affidavit as regards the eligibility of the resolution applicant under Section 29A along with the undertaking of the resolution applicant to this effect has been filed. We have also perused the contents of the resolution plan, we are of the view that Regulations 36 to 39 of CIRP Regulations, 2016 have been complied with. We further noted that the resolution plan complies with all requirements under Section 30(2)(b) of the IB Code. We also find that the resolution plan addresses the cause for failure and also contains measures to run the Corporate Debtor in future and that the resolution plan is both feasible and viable as held by CoC and it also contains provisions for its effective implementation. Accordingly, we being satisfied, approve the Resolution Plan and pass the following order:



- I.** The approved 'Resolution Plan' is annexed with this order at **Annexure - A** and shall become effective from the date of passing of this order.
- II.** The order of moratorium dated 16.06.2020 passed by this Adjudicating Authority under Section 14 of the IB Code shall cease to have effect from the date of this order.
- III.** The Resolution Plan so approved shall be binding on the Corporate Debtor and its employees, members, creditors, guarantors and other stakeholders involved in the Resolution Plan.
- IV.** The monitoring committee as proposed in Part II of the resolution plan shall be constituted for supervising the effective implementation of the Resolution Plan.
- V.** Any applications filed and pending for preferential, undervalued, fraudulent, extortionate transactions shall be pursued by the monitoring Committee and later by SRA and net amount recouped, if any, shall be distributed to the creditors on pro-rata basis.
- VI.** The Resolution Professional, Mr. Vikash Jain, shall be released from the duties of the resolution professional of the Corporate Debtor as per the provisions of the IB Code and rules/regulations made thereunder.
- VII.** The Resolution Professional shall forthwith send a copy of this Order to the participants and the resolution applicant(s).
- VIII.** The Resolution Professional shall forward all records relating to the conduct of the corporate insolvency resolution process and Resolution Plan to the Insolvency and Bankruptcy Board of India to be recorded in its database.



- IX.** As regards various reliefs and concessions which are being sought, we hereby grant the following reliefs and concessions only as against reliefs and concessions claimed by the resolution applicant:
- i.** After the payment of the dues to the creditors, as per the resolution plan, all the liabilities of the said stakeholders shall stand permanently extinguished and other claims including Government/Statutory Authority, whether lodged during CIRP or not, shall stand extinguished after the approval of the resolution plan. We further hold that contingent/unconfirmed dues shall also stand extinguished;
 - ii.** From the date of this order, all claims except those provided in the plan of the Corporate Debtor stand extinguished.
 - iii.** From the date of this order, all encumbrances on the assets of the Corporate Debtor before the plan shall stand permanently extinguished.
 - iv.** The reliefs granted in (i) (ii) & (iii) supra are subject to outcome of interlocutory applications regarding claims presently pending before the Adjudicating Authority and as per undertaking given by the Resolution Professional in para 8 of affidavit filed on 08.01.2023 in IA 431/AHM/2021, such creditors will be entitled to pro rata amount as per their respective category in accordance with the Resolution Plan, from the escrow account maintained for this purpose, as per said undertaking.
 - v.** For reliefs and concessions sought from the Government/Statutory Authorities including environmental clearance as well as stamp duty, we direct the resolution applicant to approach the concerned Authorities. The concerned Authorities may decide the matter as



per applicable provisions of law for effective implementation of the Resolution Plan.

- vi.** As regards reliefs prayed under various provisions of the Income Tax Act, 1961, the corporate Debtor/ resolution applicant may approach the Income Tax Authorities who shall take a decision on relief and concessions sought by the resolution applicant in accordance with the provisions of the Income Tax Act, 1961.
- vii.** The resolution applicant shall be entitled to review, revise or terminate any appointments/agreements entered into by or on behalf of the Corporate Debtor in accordance with the terms and conditions of such agreements/MoUs/contracts;
- viii.** The management of the Corporate Debtor shall be handed over to the Board of Directors as may be nominated by the resolution applicant for proper running operations of the business of the Corporate Debtor;
- ix.** The Board of Directors of the Corporate Debtor shall also be reconstituted and procedural compliances shall be done to give effect to such reconstitution;
- x.** The resolution applicant shall, pursuant to the resolution plan approved under Section 31(1) of the Code, obtain necessary approvals required under any law for the time being in force within a period of one year from the date of approval of the resolution plan by the Adjudicating Authority under Section 31 or within such period as provided for in such law, whichever is later, as the case may be;
- xi.** All the approvals of shareholders/members of the Corporate Debtor shall be deemed to have been obtained and the provisions



made in the resolution plan as regards the restructuring of capital shall be binding on them. For concession of stamp duty as prayed in the resolution plan, the resolution applicant may approach the concerned Government Authority.

- xii.** With respect to the grant of license/ Government approval if the license or approval is terminated, suspended and revoked. The resolution applicant may approach the concerned Department/ Authorities for such approval/ renewal and Government Authorities may consider the request of the resolution applicant as per applicable provisions of law for the effective implementation of the resolution plan.

- 40.** Accordingly, IA 314 of 2021 is allowed with the above-said observations and directions and stands disposed of.
- 41.** An urgent certified copy of this order, if applied for, is to be issued to all concerned parties upon compliance with all requisite formalities.

S/d-

AJAI DAS MEHROTRA
MEMBER (TECHNICAL)

S/d-

DR. DEEPTI MUKESH
MEMBER (JUDICIAL)

RAHUL/LRA



Annexure "A"



MTC BUSINESS PVT. LTD

Corporate Office : 401-404, Navkar Complex, Opp. Andheri Court, Court Lane, Andheri (East), Mumbai 400 069, INDIA.
+91-22-67872700 | Email: mtcgroup@mtc.in | www.mtcgroup.in

CIN : U51420MH2000PTC130172 | GST: 27AACCM4795M1Z1

Date: 23 March, 2021

CA Vikash Jain

Resolution Professional in the matter of Sona Alloys Private Limited
204, Wall Street-1, Near Gujarat College,
Ellisbridge, Ahmedabad-380006.
Email id: cirp.sona@gmail.com

**Sub: Final Resolution Plan dated 11 March, 2011 for Sona Alloys Pvt. Ltd.
(Corporate Debtor) updated as on 17 March 2021**

Dear Sir,

This has reference to the discussions with your goodself and also with the lead member of CoC in respect of few clauses in the final resolution plan dated 11 March 2011, updated and circulated as on 17 March 2021

We hereby modify few of the clauses, as captured below. Please treat this as the amendment to the above referred plan and this amendment is to be read along with the Resolution Plan dated 11 March 2011, updated and circulated as on 17 March 2021.

(I) Clause 1.1 Definition of Existing Security Interest (on page 16):

shall mean all mortgages, pledges, hypothecations, assignments, deposit arrangement, Encumbrances, lien (statutory or other), trust arrangement, preference, priority or other security agreement of any kind or nature whatsoever, created by the Corporate Debtor, including, without limitation, (i) any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing; and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract; and shall include all the rights, title, interest, benefits, claims and demands whatsoever of the Secured Financial Creditors on each of the aforesaid arrangements and security interest.

(II) Clause 3.13.1 (on page 42)

On the Trigger Date, the entire Financial Debt (over and above the Deferred Debt) shall stand released and extinguished. Simultaneously with the payment of the Upfront Cash, Secured Financial Creditor (including the Dissenting Financial Creditors) shall enter into an Agreement to Assign the Deferred Debt in favour of the nominee of the Resolution Applicant (eligible for acquisition as per the guidelines of RBI and under the law) in form and substance acceptable to and to the satisfaction of the Resolution Applicant. Simultaneously with the payment of the final instalment of Deferred Cash or prepayment thereof the respective Secured Financial Creditor (including the Dissenting Financial Creditors) shall execute irrevocable assignment deeds, for assignment of the Deferred Debt to the nominee of the Resolution Applicant (as the case may be), in the form and substance acceptable to the Resolution Applicant. In case of any discrepancies in this regard, the decision of the Monitoring Committee shall be final.



W1

[Handwritten signature]

**MTC BUSINESS PVT. LTD.**

Corporate Office : 401-404, Navkar Complex, Opp. Andheri Court, Court Lane, Andheri (East), Mumbai 400 069, INDIA.
+91-22-67872900 | info@mtcgroup.in | www.mtcgroup.in

CIN : U51420MH2000PTC130172 | GST: 27AACCM4795M1ZT

(III) Clause 4.3.1 (c) (on page 47)

The contents in this clause are DELETED and the clause shall be left blank.

All other terms and conditions of the above referred Resolution Plan shall remain unaltered.

Thanking you,

Yours sincerely,

On behalf of **MTC BUSINESS PRIVATE LIMITED**

AUTHORIZED SIGNATORY





MTC BUSINESS PVT. LTD.

Corporate Office : 401-404, Navkar Complex, Opp. Andheri Court, Court Lane, Andheri (East), Mumbai 400 069. INDIA.
+91-22-67872900 | info@mtcgroup.in | www.mtcgroup.in

CIN : U51420MH2000PTC130172 | GST: 27AACCM4795M1ZT

Date: 23rd March, 2021

To,

CA Vikash Jain

Resolution Professional for Sona Alloys Private Limited

204, Wall Street-1, Near Gujarat College,

Ellisbridge, Ahmedabad-380006.

Email id: cirp.sona@gmail.com

**Sub: Submission of Final Resolution Plan for SONA ALLOYS PRIVATE LIMITED
("CORPORATE DEBTOR")**

Ref: Request for Expression of Interest for Submission of Resolution Plan ("REOI")

Dear Sir,

1. This is in reference to the captioned subject. We, the undersigned Resolution Applicant having read and examined in detail the REOI and the Information Memorandum and other relevant information shared, set out the offer by way of a Resolution Plan in relation to SONA ALLOYS PRIVATE LIMITED.
2. We had submitted our first Resolution Plan on 2nd February, 2021 and various revisions thereafter based on the deliberations during the meeting of Committee of Creditors (CoC) and also the suggestions made by few of the CoC members.
3. With above, we are submitting herewith the Original Final Resolution Plan dated 11th March, 2021 updated as of 23rd March 2021, duly signed for your consideration. The said plan was circulated on email earlier and supersedes all the resolution plans submitted prior to the date of the updation.
4. We once again confirm that the Resolution Plan submitted by us, based on the information contained in the Information Memorandum, is consistent with all the requirements stated in the REOI, the Insolvency and Bankruptcy Code, 2016 ("Code"), the Insolvency and Bankruptcy Board of India (Insolvency Resolution for Corporate Persons), Regulations, 2016 ("CIRP Regulations") and subsequent communications / amendments from the Resolution Professional (as per the instructions of the CoC) and/or the CoC, and all Applicable Law.
5. We have already submitted the EMDs and all the requisite documents as per the prescribed formats set out in the REOI, without any deviations, conditions and without any assumptions or notes qualifying the Resolution Plan along with the first resolution plan submitted on 2nd February, 2021.

Yours Sincerely,

On behalf of **MTC BUSINESS PRIVATE LIMITED**

Name of Signatory: **NARENDRA MEHTA**

Designation: **DIRECTOR**



DATED MARCH 11, 2021¹

THE RESOLUTION PLAN FOR SONA ALLOYS PRIVATE LIMITED

SUBMITTED BY:

MTC BUSINESS PRIVATE LIMITED
(Resolution Applicant)

¹ The Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited has been updated as of March 23, 2021 as per discussions with members of the COC.



True Copy

Jimmy R. Dave



TABLE OF CONTENTS

PART I – INTRODUCTION OF THE RESOLUTION APPLICANT ('RA').....	3
PART II –THE TERMS OF THE RESOLUTION PLAN	11
1. DEFINITIONS AND INTERPRETATION	11
2. OUR UNDERSTANDING OF THE CORPORATE DEBTOR	24
3. PAYMENTS BY THE RESOLUTION APPLICANT.....	27
4. SOURCES OF FUNDS AND TRANSACTIONS.....	44
5. MANAGEMENT AND CONTROL OF AFFAIRS OF THE CORPORATE DEBTOR.....	55
6. TERM, IMPLEMENTATION AND SUPERVISION OF THE RESOLUTION PLAN.....	60
7. OTHER RELEVANT PROVISIONS	69
8. EFFECT OF THE RESOLUTION PLAN.....	77
9. RELIEFS AND CONCESSIONS.....	89
SCHEDULE – 1: COMPLIANCE CHECKLIST AGAINST MANDATORY CONTENTS OF THE RESOLUTION PLAN AS PER THE CODE AND THE CIRP REGULATIONS	94
SCHEDULE – 2: PROJECTED FINANCIALS.....	98
SCHEDULE – 3: INDUSTRY OVERVIEW.....	101



②



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

RESOLUTION PLAN

To,

Mr. Vikash Gautamchand Jain,
Resolution Professional,
In the matter of Sona Alloys Private Limited,
204, Wall Street – 1,
Near Gujarat College, Ellisbridge,
Ahmedabad – 380 006

Dear Sir,

Sub: Resolution Plan for Sona Alloys Private Limited in respect of its Corporate Insolvency Resolution Process.

PART I – INTRODUCTION OF THE RESOLUTION APPLICANT ('RA')

1. INTRODUCTION OF MTC BUSINESS PRIVATE LIMITED

1.1 Corporate Background:

Registered Office	401, 4th Floor, Navkar Commercial Complex, Sir M. V. Road, Andheri (East), Mumbai-400069
Date of Incorporation	21.12.2000
Nature of Establishment	Private limited company within the meaning of such term under the Companies Act.
Corporate Identification Number (C.I.N.)	US1420MH2000PTC130172
Permanent Account Number (PAN)	AACCM4795M
Major Business Operations	(a) Steel Manufacturing; (b) Trading in Ferrous and Non-Ferrous Metal Scrap; (c) Dismantling and Demolition Projects

1.2 Overview of the Credentials of the Resolution Applicant:

- 1.2.1 MTC Business Private Limited ("Resolution Applicant"/ "MBPL") is a flagship company of the MTC Group. The company was incorporated in 2000, promoted by Mr. Maganlal Mehta, to trade in ferrous and non-ferrous scrap, Thermo-Mechanically-Treated (TMT) bars and billets, hot-rolled coils, coal, and met coke.

Page 3



True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

1.2.2 MBPL is based in Mumbai and caters to market in Maharashtra, Gujarat and North India. MBPL supplies steel scrap to steel mills in Maharashtra to produce a broad range of high-quality finished and semi-finished products. MBPL has warehouses with facilities of bundling and shearing the scrap. MBPL has storage facilities in Rudrapur (Uttarakhand) and Gurgaon (Haryana). MBPL imports steel scrap from different countries. MBPL also has a tie-up to procure steel scrap from major OEMs viz. Maruti, Mahindra & Mahindra, Kirloskar group etc.

1.2.3 Brief Profile of other group companies of MBPL is as under:

Name of Company/ Firm	Profile	Ownership Structure
M.S. Metals and Steels Pvt. Ltd. (MSMSPL)	Incorporated in 2004, is engaged in the trading of ferrous and non-ferrous scrap and caters to the metal scrap requirements of foundries and other industries in Southern India, mainly in Bengaluru, Hyderabad and Chennai. The company is operating mini steel mill (on lease) with installed capacity of 10,038MT per month at Hospet. MSMSPL has hydraulic press machines in storage facilities to bundle the scrap as per customers' requirements. The company procures scrap by participating in auctions called for by the large automobile original equipment manufacturers, auto ancillaries and companies in the heavy engineering industry in India	99.09% Owned by Mehta Family
Madhuban Trade Steel Pvt. Ltd. (MTSPL)	Incorporated in 1997, is engaged in trading of ferrous and non-ferrous scrap and caters to the metal scrap requirements of foundries and steel plants in and around Pune and Nashik. MTSPL supplies bundle scrap from its yards in Chakan, and Talawade in Pune. Pune, being an automobile and engineering hub, is a major source for metal scrap.	100% Owned by Mehta Family
M.M. Ceramics & Ferro Alloys (MMCFA)	MMCFA is engaged into trading of Ferro Alloys, Noble Alloys, Bulk Alloys, Base Metals and Minor Metals which are used in foundries, Alloys and Mini steel plants for amalgamation in steel scrap towards the production of end product. MMCFA imports around 25-30% of its requirements from countries like Germany and China and also exports a small quantity. The firm operates in	100% Owned by Mehta Family

Page 4



W

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

	Mumbai, Ahmedabad, Chennai, Haryana, Bhilai and Bengaluru.	
Mercure Metals and Alloys Pvt. Ltd. (MMAPL)	MMAPL was incorporated in January, 2018 with its registered office in Mumbai. MMAPL took over the business of Indigo Metalloys Pvt. Ltd. by entering into Asset Purchase Agreement in July 2018. MMAPL is engaged in the manufacturing of copper tubes and copper alloys having manufacturing facility located at Umbergaon, Gujarat. The manufacturing plant has capacity to produce 800MT of copper tube per month.	100% Owned by Mehta Family
Madhuban Motors Pvt. Ltd. (MMPL)	MMPL is engaged in Automobile Retail business. is an authorized dealer for 'Toyota' vehicles in Mumbai.	100% owned by Mehta Family
MTC Recycling Pvt. Ltd. (MRPL)	MRPL was incorporated in November, 2018 with its registered office in Bangalore is formed to carry on in India and abroad the business of Recycling of Ferrous and Non- Ferrous Metal Scrap, Electronic Goods, Waste, Plastic Waste, Paper Waste, Tyres Waste, Glass Waste, Rubber Waste etc. It involves activity of Collection, Sorting, Processing, Recycling and Refurbishing of all kinds of Scrap.	100% Owned by MSMSPL
MTC Steel Alloys Pvt. Ltd (MSAPL)	MSAPL was incorporated in August, 2020 with its registered office in Mumbai as Wholly Owned Subsidiary of MBPL. MSAPL was formed to carry on Manufacturing of Iron and Steel. The company currently has no operations and could be used to acquire the Corporate Debtor.	100% Owned by MBPL
MTC Projects Pvt. Ltd. (MPPL)	MPPL was incorporated in December, 2020 with its registered office in Mumbai as Wholly Owned Subsidiary of MBPL. MPPL was formed to undertake Demolition Projects.	100% Owned by MBPL
Mehta Trading Corporation (MTC)	MTC was incorporated as a Partnership Firm in the year 1985	100% Owned by Mehta Family

Page 5



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Multi Metals Harbour PTE Ltd, Singapore	Engaged in Trading of Ferrous and Non-Ferrous Metals and Steel.	100% Owned by MTSPPL
MGK International Inc. USA	Engaged in Trading of Ferrous and Non-Ferrous Metals and Steel.	100% Owned by MBPL
Multi Trade Links Ltd. United Kingdom	Engaged in Trading of Ferrous and Non-Ferrous Metals and Steel.	100% Owned by MBPL
MGK International DWC-LLC	Engaged in Trading of Ferrous and Non-Ferrous Metals and Steel.	100% Owned by MBPL
Multi Metal Link FZC, UAE	Engaged in Trading of Ferrous and Non-Ferrous Metals and Steel.	100% Owned by MBPL

- 1.2.4 The MTC Group is founded by Mr. Maganlal Mehta. Currently, the Group is managed by his three sons, Mr. Narendra Mehta, Mr. Sanjay Mehta and Mr. Manoj Mehta. They are, collectively along with their family members, referred to as 'Mehta Family'. All are having rich industry experience of over three decades each.
- 1.2.5 The MTC Group is a 4-decade old business group based in India with domestic and international business operations in scrap (ferrous and non – ferrous), ferro-alloys, base metals, minor metals, iron ore, steel flat and long products and automobile dealership. The Company carries on demolitions and dismantling of plants & structures which have been abandoned owing to ageing, stoppage of operations, natural wear and tear or of structures undergoing modifications.
- 1.2.6 The Mehta family, who have been in metal trading business since 1974, promoted the MTC Group. Their intellectual depth, extensive experience and incisive knowledge of the business environment have positioned the MTC Group strategically amongst the very best in the country. The MTC group operates across 9 locations with 18 facilities in India and also have an international presence in USA, UK, UAE and Singapore. The MTC Group handles around 3 million metric tons of metals annually, having achieved a sales turnover of United States Dollars (USD) 1,000 million.
- 1.2.7 After successful operations in India, the MTC Group now have international offices in USA, UK, UAE and Singapore for trading of ferrous, non-ferrous scrap and ferro-alloys. In today's world, where nature is increasingly being subject to wasteful exploitation and damage, it is imperative to use resources economically. The MTC Group's contribution to this is significant. The MTC Group plays an important role in providing raw materials to the recycling industries in India and across the globe.
- 1.2.8 The MTC Group companies are ISO 9001:2000, ISO 14001:2004 and OHSAS 18000 certified.

Page 6



True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 1.2.9 CARE's rating has rated the long term banking facilities of all the group companies of the MTC Group as 'CARE A-/Stable' and its short term bank facilities as 'CARE A2+/Stable'.
- 1.2.10 By virtue of the commitment to quality and timely deliveries, the MTC Group is consistently growing and today has emerged as the largest ferrous and non – ferrous scrap procurement and processing company in India.

1.3 **Board of Directors of Resolution Applicant:**

Name	Profile
Mr. Narendra Mehta	Mr. Narendra Mehta is commerce graduate having rich experience of more than 35 years in the business of Trading in Ferrous Scrap, Non-Ferrous Metals and other commodities in the Steel trade. From the humble beginning, he has grown to become one of the most reputed Suppliers of Quality Ferrous Scrap to the entire Auto Component Industry and Mini Steel Plants in India and abroad. With his visionary business outlook and basic philosophy of sincere service to customers, he has built a reputation for himself in the business of Ferrous Scrap with a total Turnover of more than USD 1 billion.
Mr. Sanjay Mehta	Mr. Sanjay Mehta holds a Bachelor Degree in Commerce and brings along a vast experience of more than 30 years in Ferrous Metal Scrap Recycling in India & International trade. Having offices in USA, UK, Singapore and Dubai, Mr. Mehta has travelled extensively all over the world and he has been handling the international business of MTC Group.
Mr. Lalit Baliya	Mr. Lalit Baliya has been associated with the MTC Group for over than 30 years and has rich and varied experience of steel industry. He independently handles sales and procurement of MTSP and has had significant contribution in the success of the group.
Mr. Chintan Dhariwal	He brings with him 16 years' experience spanning across steel and Diamond Industry. He has been associated with MTC group since 2010 and is heading Chennai branch since then. He has rich experience in steel industry in procurement and sales. He was previously associated with one of the leading Diamond group for more than 8 years.

Page 7



Handwritten signature/initials

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Mr. Naman Palawat	He carries more than 10 years of experience in the steel industry. He has been associated with MTC group since year 2010 and was earlier handling finance and accounts of the group companies. Currently, he is taking care of the commercial activities and finance of the group's steel plant in Chennai.
--------------------------	---

1.4 Shareholding Pattern of Resolution Applicant:

Sr. No.	Name	Number of equity shares held	Percentage of shareholding in the total issued and paid – up equity share capital of the Resolution Applicant
1.	Maganlal Moolchand Mehta	32,02,000	33.69%
2.	Narendra Maganlal Mehta	8,02,000	8.44%
3.	Sanjay Maganlal Mehta	8,00,000	8.42%
4.	Manoj Maganlal Mehta	47,00,000	49.45%
TOTAL		95,04,000	100.00%

1.5 Experience in manufacturing industry / sector related to the Corporate Debtor

- 1.5.1 The Resolution Applicant is a trading-cum-processing house for metal scraps having in-house facilities using spectrometric analysis to find the chemical composition of the metal scrap for segregation, cutting and bundling of loose scrap which are then sold to foundries. The Resolution Applicant generally leverage its experience from its group i.e. MTC Group.
- 1.5.2 The MTC Group has forayed into manufacturing of steel and aluminium alloy ingots. While steel manufacturing plants of the MTC Group are located in Chennai (Gummidipoondi) and Bangalore (Hospet), Copper Tubes are manufactured in Umbergaon (Gujarat).
- 1.5.3 Steel Manufacturing (Chennai Plant): The Chennai Plant is conveniently located at Gummidipoondi with melting division and structural rolling mill having capacity to produce good quantity of top-quality M. S. Billets, medium and heavy structural steel as per customer requirements. The steel plant consists of a melting division, CCM and a

Page 8



W

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

rolling mill. A well – equipped laboratory and spectrometer to ensure quality standards in every piece produced. The plant is also equipped with a full – fledged workshop installed with adequate number of lathes, drilling and radial drilling machines, planner, shaping machine, high – speed angle grinders and welding machines.

- 1.5.4 Steel Manufacturing (Hospet, Bengaluru Plant): The Bangalore plant is manufacturing high quality billets and TMT bars of around 9,500 metric tons per month.
- 1.5.5 Copper Tubes Manufacturing (Umbergaon Plant): The unit is involved in manufacturing of Copper Tubes with state-of-the-art Plant located at Umbergaon (Gujarat). Products manufactured include Copper Tubes, Pipes, Fittings, Finned Tubes, Rods, Strips, Flats etc. The unit caters to wide array of industries including Air-conditioning, Refrigeration, Plumbing, Medical Industries, Heat Exchangers, Nuclear and Thermal Power etc.
- 1.5.6 Automobiles: In 2005, the MTC Group diversified its business activities into automobiles. Madhuban Motors Private Limited is an authorized dealer for 'Toyota' vehicles in Mumbai. It is one of the largest showrooms having 65,000 sq. ft. of luxurious space and 26,000 sq. ft. of exclusive body shop. It has four showrooms at prime locations in Mumbai. Placing customer satisfaction first, integrating sales with service and service parts in a single convenient location, the company contributes to speedy and efficient service, allowing customers to experience the convenience and pleasure of owning Toyota automobiles. It is one of the biggest '3S' facility (Service, Showroom and Spare parts warehouse) providers in India.
- 1.5.7 Turnkey Demolition Projects Division: The MTC Group has a specialized division for executing demolition and dismantling projects of small and large-scale plant, machinery and major civil and mechanical structures, etc. on turnkey basis. They have successfully concluded prestigious orders in time for few reputed groups.

1.6 **Performance and Financial Indicators:**

(in Rs. Crore)

Particulars	Audited		
	FY 17 – 18	FY 18 – 19	FY19-20
Net Sales	2173.7	2465.5	2089.9
Other Income	24.2	17.4	46.0
Total Income (TI)	2197.9	2482.9	2135.9
EBIDTA	95.4	118.5	83.2
EBIDTA (% to TI)	4.34%	4.77%	3.90%
Interest	37.1	66.8	63.5
Depreciation	2.8	4.0	4.4
PBT	55.6	47.7	15.4
PAT	36.3	31.7	12.9
PAT (% to TI)	1.65%	1.28%	0.60%
Cash Accruals	39.0	35.7	17.3
Long Term Debt	1.3	0.9	42.7

Page 9



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 13, 2021 submitted by MTC Business Private Limited

Short Term Debt	147.1	191.8	229.6
Total Debt/ EBIDTA	1.56	1.63	3.27
Interest Coverage Ratio	2.57	1.77	1.31
Current Ratio	1.21	1.21	1.35
TOL/ Adj. TNW	4.12	3.53	3.47

The Financial Overview of the major Group companies involved in Metal and Steel based on audited financial statements for year ended March 31, 2020, is as under:

Amt in Rs Crore

Company	MTC Business	MM Ceramics	MS Metals	Madhuban Trade Steel	Mercure Metals	Overseas entities	Total
Revenue	2,136	1,244	1,292	373	189	2,362	7,595
EBIDTA	83	37	59	11	5	73	269
EBIDTA %	3.90%	2.97%	4.57%	2.89%	2.84%	3.10%	3.54%
Interest	63	29	24	6	4	38	165
PBT	15	7	30	3	0.3	35	91
PAT	13	7	21	2	0.2	32	76
PAT %	0.60%	0.54%	1.65%	0.65%	0.09%	1.35%	0.99%
Equity	10	87	0	0	5	14	116
Reserves & Surplus	223	-	216	68	2	103	612
Net Worth	232.3	86.6	216.5	68.8	6.8	117	728
Long Term Borrowings	108	23	0	1	23	0	154
Short Term Borrowings	230	158	230	60	33	322	1032
Net Fixed Assets	94	13	65	20	19	1	213



Q

[Handwritten Signature]



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

PART II –THE TERMS OF THE RESOLUTION PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this Resolution Plan, the following capitalized terms shall have the following meanings, unless repugnant to the subject, matter or context thereof:

Definitions / Abbreviations	Meaning
Additional Indebtedness	shall mean any indebtedness for or in respect of: <ol style="list-style-type: none"> (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with applicable accounting standards, be treated as a finance or capital lease, and which for the avoidance of doubt excludes an operating lease; (e) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing under applicable accounting standards; (f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be considered); (g) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee; (h) any obligation under any put option in respect of any shares, debentures or other securities; (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.
Adjudicating Authority	means the NCLT, acting in its capacity as the adjudicating authority under the Code or any appellate authority or higher courts which approves/finally approves this Resolution Plan.

Page 11



2

True Copy

[Signature]
 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Affiliates	in relation to any Person, shall mean any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, controls, is controlled by or is under common control with that Person.
Applicable Laws	shall mean any statute, treaty, law, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law, of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question at any time including but not limited to the Code, CIRP Regulations, Companies Act and FEMA each as amended from time to time.
Approval Date or NCLT Approval Date	shall mean the date of approval of this Resolution Plan by the NCLT under Section 31 (1) of the Code.
Approvals	shall include all approvals, licenses, permissions, clearances, no-objection certificates, grants, permits, consents, authorizations, exemptions, sanction plans, clearance certificates, completion certificates, operation certificates (by whatever name called), etc. of Governmental Authorities, as may be required for the conduct and operation of the business by the Company from time to time as per the requirements of Applicable Laws.
Assessment Year	shall have the meaning as ascribed to the term under Section 2(9) of the Income Tax Act, 1961.
Board or Board of Directors	shall mean the board of directors of the Corporate Debtor.
Business Day	shall mean a day which is: (a) not a public holiday under Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) as applicable at Ahmedabad; or (b) a day, other than a Sunday or a public holiday, on which banks are generally open for regular banking at Ahmedabad or Mumbai; or (c) not any other day when the clearing facility offered by the RBI is unavailable.
CIRP Cost	shall mean the corporate insolvency resolution costs incurred during the CIRP Process of the Corporate Debtor and up to the NCLT Approval

Page 12



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
	Date, as per the provisions of the Code, which shall include all going concern costs (whether incurred, accrued, approved, to be accrued and / or outstanding including any Taxes payable) by the Corporate Debtor or the Resolution Professional for managing the affairs of the Corporate Debtor.
CIRP Process	shall mean the corporate insolvency resolution process of the Corporate Debtor which has been commenced as per the provisions of the Code from the ICD.
CIRP Regulations	shall mean Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 as amended from time to time.
CIRP Period	shall mean the period of one hundred and eighty days from the ICD or such other extended period as per order by the NCLT, as per the provisions of the Code upto the Approval Date.
Claims	<p>shall mean: (a) a right to payment, whether statutory, contractual or otherwise, whether or not such right is reduced to judgment, order, fixed, disputed, undisputed, legal, equitable, secured or unsecured, admitted, unadmitted, due, contingent, asserted, unasserted, assessed, unassessed, determined, undetermined, crystallised, uncrystallised, known and unknown; and (b) right to remedy for breach of contract under any law for the time being in force, if such breach gives rise to a right to payment, whether or not such right is reduced to judgment, fixed, matured, unmatured, disputed, undisputed, secured, unsecured, admitted, unadmitted, due, contingent, asserted, unasserted, assessed, unassessed, determined, undetermined, crystallised, uncrystallised, known and unknown.</p> <p>It shall include all claims which are received by the Interim Resolution Professional / Resolution Professional during the CIRP Period whether admitted or not and shall also include claims under verification as on the date of submission of this Resolution Plan.</p>
COC Approval Date	shall mean the date of approval of this Resolution Plan by the COC.
Code or IBC	shall mean the Insolvency and Bankruptcy Code, 2016 as amended from time to time.

Page 13



9

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Companies Act	shall mean the Companies Act, 2013 as amended from time to time and all rules, regulations, notifications and circulars issued pursuant thereto from time to time.
Committee of Creditors or COC	shall mean a committee of creditors of the Corporate Debtor constituted by the Resolution Professional in accordance with the provisions of the Code.
Constitutional Documents	shall mean the memorandum of association and the articles of association of the Corporate Debtor.
Corporate Debtor or Company	shall mean Sona Alloys Private Limited , a company within the meaning of the Companies Act, with Corporate Identification Number (C.I.N.) U27107GJ2007PTC049708 and having its registered office at 4th Floor, Medi-Max House, Opp. Karnavati Hospital, Ellisbridge, Ahmedabad, Gujarat-380006
Creditors	shall mean any person to whom a Debt is owed and includes a financial creditor, an operational creditor, a secured creditor, an unsecured creditor and a decree-holder.
Debt	shall mean any liability or obligation in respect of a Claim which includes a Financial Debt, an Operational Debt and any other indebtedness.
Deferred Cash	shall have the meaning as assigned to the term in Paragraph 3.5 of Part II of this Resolution Plan.
Deferred Debt	shall mean the amount of the Secured Financial Debt which is equivalent to the Deferred Cash payable to the respective Secured Financial Creditors.
Definitive Agreements	shall mean the binding agreement(s), to be entered into by the Resolution Applicant with respect to various matters contained in this Resolution Plan, pursuant to approval of the Resolution Plan by the COC, and the NCLT, as may be required by the Resolution Applicant.
Dissenting Financial Creditors	shall mean all the Financial Creditors who do not vote in favour of the Resolution Plan as per provisions of IBC and shall include those Financial Creditors who are members of the COC and remain absent or abstain from voting on the Resolution Plan.

Page 14



2

True Copy

[Handwritten Signature]
Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Effective Date or Amalgamation Effective Date	shall be 1 (one) day after the Trigger Date or such other later date which is finalised by the Resolution Applicant at its sole discretion, when the certified copy/ies of the order/s of the NCLT sanctioning this Resolution Plan under the provisions of the IBC and the Companies Act are filed by the SPV and Corporate Debtor with the ROC. References in the Resolution Plan (if any) to "upon the Amalgamation becoming effective" or "on coming into effect of the Amalgamation" or "Amalgamation coming into effect" shall mean "on the Effective Date".
Employees	shall mean the Employees of the Corporate Debtor.
Employees Dues	shall mean the Operational Debt outstanding and payable by the Corporate Debtor to the Employees of the Corporate Debtor.
Encumbrance	shall mean any right, title or interest existing or created or purported to be created in any manner whatsoever including by way of or in the nature of a sale, agreement to sell, assignment, co-ownership, attachment, pledge, hypothecation, charge, lien, option or right of pre-emption, entitlement to ownership (including usufruct and similar entitlements) and any other interest or right held, or any statutory liability recoverable by sale of property, or any claim, right or lien whatsoever that could be raised or exercisable by a third party and the term "Encumber" shall be construed accordingly.
Environmental Clearances	shall mean the Approvals issued by Maharashtra Pollution Control Board (including Consent For Operation, Consent to Establish, Consent orders for discharge of waster under the air (prevention and control of pollution) act, 1981 and the Water (Prevention and Control Of Pollution) Act, 1974), State Level Environmental Impact Assessment Authority, Government of Maharashtra, Ministry of Environment & Forests (including the Environmental Certificate and forest Approvals) or other environmental Approvals issued by Government Authorities, as may be applicable.
Equity Share	shall mean equity share(s) of the Corporate Debtor.
Existing Financing Documents	shall mean all loan agreement, facility agreements, debenture trust deeds, mortgage deeds, memorandum of entry (along with undertakings), hypothecation deeds / agreements, charge deeds, pledge agreements, deed of assignments, security trustee agreement, inter-creditor agreements, escrow agreement, demand promissory notes and all other agreements, deeds or documents entered into with the Financial Creditors in relation to the existing Financial Debt.

Page 15



W

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Existing Guarantees	shall mean the personal guarantees provided by Shri Amit K. Jain, Shri Asit Jain and Shri Rishabh K. Jain and any other person/s on behalf of the Corporate Debtor and the corporate guarantees provided by Neuromed Imaging Center Pvt. Ltd., Ganpati Cold Ware House Pvt. Ltd., Narayani Vyapar Private Ltd., Amjay Medi-Max (India) Private Limited, Bhikamal Chhotelal Exim Private Limited, Gurukul Dealers Private Limited, Tulsi Trimpex Private Limited and Lonand Cement Private Limited and any other group companies of the Corporate Debtor, to the Financial Creditors or their security trustee, prior to the Insolvency Commencement Date.
Existing Security Interest	shall mean all mortgages, pledges, hypothecations, assignments, deposit arrangement, Encumbrances, lien (statutory or other), trust arrangement, preference, priority or other security agreement of any kind or nature whatsoever, created by the Corporate Debtor, including, without limitation, (i) any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any lease having substantially the same effect as any of the foregoing; and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract; and shall include all the rights, title, interest, benefits, claims and demands whatsoever of the Secured Financial Creditors on each of the aforesaid arrangements and security interest.
Existing Shareholders	shall mean the Persons holding the Equity Shares of the Corporate Debtor issued upto the Insolvency Commencement Date and shall include those whose name appear in the register of members required to be maintained under Companies Act.
FEMA	shall mean the Foreign Exchange Management Act, 1999 as amended from time to time and all rules, regulations, notifications and circulars issued pursuant thereto from time to time.
Financial Creditors	shall mean all creditors (whether disclosed or not) of the Corporate Debtor to whom any Financial Debt is owed by the Corporate Debtor.
Financial Debt	shall mean all the amounts of the Debt (secured and unsecured) outstanding or payable to the members of the COC or any other Financial Creditors whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed.

Page 16



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Financial Year	shall mean the accounting period commencing from April 1 of each year till March 31 of each year.
Force Majeure	shall mean any of the following events or combination of such events or circumstances as are beyond the control of a party and which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects the Resolution Applicant's ability to consummate the transactions contemplated/perform its obligations under this Plan, including: (a) acts of God, comprising fire, drought, flood, earthquake, epidemics, pandemics and other natural disasters; (b) lockdowns, explosions or accidents, and terrorist attacks; (c) strikes, labour unrest or lock-outs; and/or (d) any event or circumstance analogous to the foregoing including any restrictions imposed by any order of any Governmental Authority.
Governmental Authority	shall mean any national, supranational, regional or local government, or governmental, semi-governmental, statutory, regulatory, administrative, fiscal, judicial, revenue authority or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of the central bank), whether in India or outside India.
Group Company	shall mean M.S. Metals and Steels Pvt. Ltd.(MSMSPL), Madhuban Trade Steel Pvt. Ltd.(MTSPL), M.M. Ceramics & Ferro Alloys (MMCFA), Mercure Metals and Alloys Pvt. Ltd. (MMAPL), MTC Steel Alloys Pvt. Ltd. (MSAPL) and any other group companies of the MTC group.
ICD or Insolvency Commencement Date	shall mean the insolvency commencement date of the Corporate Debtor being June 16, 2020.
INR or Rs.	shall mean Indian Rupees, the lawful currency of India.
Information Memorandum / IM	shall mean the Information Memorandum issued by the Resolution Professional with respect to the Corporate Debtor and any amendments or addendums thereto.
Licenses and Permissions	shall mean any consent, license, approval, permit, registration, ruling, exemption, no - objection certificate or other authorization or

Page 17



2

True Copy

[Signature]
Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
	permission of whatsoever nature which is required to be obtained from and / or granted by any Governmental Authority required from time to time in respect of the business of the Corporate Debtor.
Liquidation Value	shall mean the net estimated realizable value of the assets of the Corporate Debtor, if the Corporate Debtor were to be liquidated on the Insolvency Commencement Date, computed for the relevant Creditors of the Corporate Debtor, in accordance with Regulation 35 of the CIRP Regulations and Section 53 of the Code. Provided wherever the word 'Liquidation Value' is used for any payment to any Creditor or stakeholder under this Resolution Plan, it would mean their respective entitlement from the total Liquidation Value of the Corporate Debtor if such Liquidation Value is to be apportioned amongst all stakeholders of the Corporate Debtor as per Section 53 of the IBC.
Monitoring Committee	shall have the meaning as assigned to the term in Paragraph 6.2.1 of this Resolution Plan.
Nominees	shall mean such person nominated by a Resolution Applicant who is eligible under Section 29A of the Code and is a related party or affiliate of the Resolution Applicant.
NCLT	shall mean the Hon'ble National Company Law Tribunal, Ahmedabad Bench.
NCLT Approval Order	shall mean the order issued by the Adjudicating Authority under Section 31 (1) of the Code, for approval of this Resolution Plan.
Operational Debt	shall have the meaning assigned to the term under the provisions of the Code as per Section 5(21) which shall include all operational debt, whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future. It is clarified that the said definition includes payment of dues under any Applicable Law for the time being in force as Statutory Dues defined in this Resolution Plan.
Operational Creditor	shall have the meaning assigned to the term under the provisions of the Code.
Other Creditors	shall mean any Creditor of the Corporate Debtor, other than the Operational Creditors and the Financial Creditors.

Page 18



Handwritten initials or mark.

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Other Operational Creditors	shall mean all Operational Creditors excluding the Statutory Dues Creditors and the Workmen and Employees.
Outstanding CIRP Costs	shall mean the CIRP Cost, which is unpaid and outstanding as on the Trigger Date.
Person	shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.
Proceeding	shall mean any action, arbitration, audit, examination, investigation, hearing, litigation, claims or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Person, Governmental Authority or arbitrator.
RP Actions	shall have the meaning as assigned to the term in Paragraph 5.1.2 of this Resolution Plan.
RBI	shall mean the Reserve Bank of India.
RBI Resolution Framework	shall mean the RBI circular on 'Prudential Framework for Resolution of Stressed Assets/ dated June 7, 2019 bearing number RBI/2018-19/203, DBR.No.BP.BC.45/21.04.048/2018-19 and/or any amendments or replacements or substitutions thereto issued by the RBI from time to time.
Reconstituted Board	shall have the meaning as assigned to the term in Paragraph 5.4.1 of this Resolution Plan.
Related Party	shall have the meaning of such term under Section 5(24) of the Code.
RFRP	shall mean the Request for Resolution Plan vide email dated November 27, 2020 and as amended from time to time, issued by the Resolution Professional with respect to the Corporate Debtor.
Resolution Applicant	shall mean MTC Business Private Limited a company within the meaning of the Companies Act, with Corporate Identification Number (C.I.N.) US1420MH2000PTC130172 and having its registered office at 401, 4th Floor, Navkar Commercial Complex, Sir M.V. Road, Andheri (East) Mumbai- 400069, Maharashtra, India and shall include its Nominees, affiliates, subsidiaries and Group Companies (which shall be eligible under Section 29A of the Code).

Page 19



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Resolution Plan	shall mean this Resolution Plan including all Annexures, Schedules, Annexes and Exhibits hereto.
Resolution Professional or RP	shall mean any Insolvency Professional appointed by the Adjudicating Authority for the purpose of carrying out CIRP Process of the Corporate Debtor, who currently happens to be Mr. Vikash Gautamchand Jain, Registration Number (IBBI/IPA-001/IP-P00354/2017-18/10612), who has been appointed vide NCLT Order dated October 20, 2020. For the purposes of various information / data provided to the Resolution Applicant, the reference to the Resolution Professional/RP in this Resolution Plan shall include the reference to the representatives of the Resolution Professional, his process advisor and / or their consultants, as may be applicable.
ROC	shall mean the Registrar of Companies.
Secured Financial Creditors	shall mean all creditors of the Corporate Debtor to whom any Secured Financial Debt is owed by the Corporate Debtor. For the avoidance of any doubt, where the Secured Financial Debt has been claimed by authorized representatives of Financial Creditors of the Corporate Debtor as per the provisions of the Code and the CIRP Regulations, such term shall include a reference to the Financial Creditors and their duly authorized representatives.
Secured Financial Debt	shall mean all the amounts of the secured Financial Debt outstanding or payable to the Secured Financial Creditors.
SPV	shall mean any company already incorporated/to be incorporated by the Resolution Applicant or its Group Companies, eligible under Section 29A of the Code and which is sought to be merged with the Corporate Debtor pursuant to the Amalgamation as an integral part of this Resolution Plan. It is clarified that the Resolution Applicant is still finalizing as to which company can be used as 'SPV' and will give name of the SPV before the Resolution Professional makes the application to the Hon'ble NCLT for approval of the Resolution Plan.
Standalone Capital Reduction	shall have the meaning assigned to the term in Paragraph 4.2.1 of this Resolution Plan.
Statutory Dues	shall mean all amounts due and / or payable to the Governmental Authorities under or pursuant to any Applicable Law including all Taxes, by the Corporate Debtor for any activity / period up to the approval of the Resolution Plan by NCLT, whether admitted or not, due

Page 20



21

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
	or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future.
Statutory Dues Creditors	shall mean the Operational Creditors claiming the Statutory Dues.
Taxation Laws	shall mean all laws, rules, regulations, notifications, circular and directions with respect to Taxes.
Taxes	shall mean and include any and all foreign, central, state, municipal and local (or equivalent) taxes of any country, assessments and other governmental charges, customs duties, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, goods and service, use and occupation, and value added, ad valorem, stamp duty, withholding, excise, customs and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts or any amount imposed by or payable to a Governmental Authority, including any liability for Taxes of a predecessor entity.
Transfer	shall mean (i) any, direct or indirect, transfer or other disposition of any property, or voting interests or any interest therein; (ii) any, direct or indirect, sale, assignment, redemption, conversion or other disposition of any property including without limitation shares, securities (including convertible securities) or voting interests or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such shares, securities or voting interests or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity; (iii) any swap, re – organization, re – arrangement, merger, amalgamation or other restructuring arrangement of any kind, or other agreement or any transaction that directly or indirectly transfers, in whole or in part, any economic interest or the beneficial ownership in any shares or securities; and / or (iv) the granting of any Encumbrance in, or extending or attaching to, such property, shares, securities or voting interests or any interest therein, and the word “ Transferred ” shall be construed accordingly.
Trigger Date	shall mean the date on which the Upfront Cash payment is fully discharged but shall not be later than the following: (a) 90 th (ninetieth) day from the date on which the copy of the NCLT Approval Order is received from the website of the NCLT by the

Page 21



2

True Copy

[Handwritten Signature]

Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
	<p>Resolution Applicant and no stay/injunction is granted by any court/tribunal with respect to this Resolution Plan; or</p> <p>(b) 90th (ninetieth) day from the date on which any stay/injunction granted on the implementation of this Resolution Plan is vacated by the relevant court/tribunal.</p>
<p>Undertaking</p>	<p>means and includes the whole of the undertaking / business of the SPV, as a going concern, being carried on by the SPV and shall include (without limitation):</p> <p>a) all the assets and properties, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building, office premises, residential and other premises including rights in leasehold land, all fixed and movable plant and machinery, vehicles, fixed assets, demo assets, spares, accessories, capital work in progress, deferred tax assets, current assets including but not limited to inventories, sundry debtors, loans and advances (whether recoverable in cash or in kind for value to be received) balance with GST, sales tax, excise, customs, or income tax authorities, investments, reserves, provisions, funds, licenses, registrations, membership of professional associations, other associations and clubs, certificates, permissions, consents, approvals from state, central, municipal or any other authority for the time being in force, concessions (including but not limited to income tax, excise duty, GST, sales tax, or customs, and other incentives of any nature whatsoever), remissions, remedies, subsidies, guarantees, bonds, copyrights, patents, trade names, trade-marks, designs and any other intellectual property rights of any nature whatsoever and other rights and licenses including any applications in respect thereof, tenancy rights, leasehold rights, premises, ownership flats, hire purchase, lending arrangements, benefits of security arrangements, security contracts, computers, computer programs manuals, data, catalogues, quotations, sales and advertisement materials, list of present and former customers and suppliers, customer and supplier pricing information and all other records and documents in relation to the SPV's business activities and operations, insurance policies, office equipments, telephones, telexes, facsimile connections, communication facilities, leased line connections and installations, equipment and installations and utilities, electricity, water and other service connections, contracts, deeds, instruments, agreements and arrangements, powers, authorities, permits, registrations / licenses etc. of all kinds, allotments, privileges, liberties,</p>

Page 22



2

True Copy

[Signature]

Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
	<p>advantages, easements and all the right, title, interest, goodwill, benefits and advantages, deposits, reserves, preliminary expenses, if any, benefit of deferred revenue expenditure, prepaid expenditure, provisions, advances, receivables, deposits (including but not limited to security deposits, bank deposits etc.), benefits on any deposits, receivables, advance on deposits paid or deemed to have been paid by the SPV, funds, cash and cash equivalents, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, tax credits (including but not limited to credits in respect of income tax, taxes deducted at source, advance tax, minimum alternate tax credit, sales tax deferral, custom duty drawbacks, benefits under GST, benefits of unutilized CENVAT credits, input tax credits, etc), tax benefits and exemptions and other benefits, and other claims and powers, all books of accounts, documents and records of whatsoever nature and wheresoever situated, whether in physical or electronic form, belonging to or in the possession of or granted in favour of or enjoyed by the SPV, as on the date immediately preceding the Effective Date;</p> <p>b) all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the liabilities and obligations under any licenses or permits or Schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Indian rupees or foreign currency, whether provided for or not in the books of account or disclosed in the balance sheet of the SPV as on the date immediately preceding the Effective Date; and</p> <p>c) all employees on the rolls of the SPV on the closing hours of the date immediately preceding the Effective Date.</p> <p>It is intended that the definition of Undertaking would enable the transfer of all property, assets, rights, duties, employees and liabilities of the SPV into the Corporate Debtor pursuant to this Resolution Plan.</p>
Unsecured Financial Creditors	shall mean all Financial Creditors of the Corporate Debtor to whom any Unsecured Financial Debt is owed by the Corporate Debtor.
Unsecured Financial Debt	shall mean all the amounts of the unsecured Financial Debt outstanding or payable to the Unsecured Financial Creditors.
VDR Database	shall mean the virtual data room set up by the Resolution Applicant for uploading information in relation to the of the Corporate Debtor.

Page 23



2

True Copy

[Signature]
Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Definitions / Abbreviations	Meaning
Workmen	shall mean the Workmen of the Corporate Debtor.
Workmen Dues	shall mean the Operational Debt outstanding and payable by the Corporate Debtor to the Workmen of the Corporate Debtor.

- 1.2 All other capitalised terms defined hereinafter in the Resolution Plan shall have the respective meaning ascribed thereto, wherever such term is used in the Resolution Plan.

2. OUR UNDERSTANDING OF THE CORPORATE DEBTOR

- 2.1 Our understanding of the Corporate Debtor is based on the Information Memorandum and other information provided to us by the Resolution Professional from time to time. Based on such information, our broad understanding of the Corporate Debtor is as follows.

Registered Office	4th Floor, Medi-Max House, Opp. Karnavati Hospital, Ellisbridge, Ahmedabad, Gujarat-380006.
Date of Incorporation	January 04, 2007
Nature of Establishment	Private limited company within the meaning of such term under the Companies Act
Corporate Identification Number (C.I.N.)	U27107GJ2007PTC049708
Major Business Operations	Manufacturing of steel billets and TMT bars and Cement.
Location of Manufacturing Plants / Units	C-1 MIDC Lonand, Dist. Satara, Maharashtra

- 2.2 Financial Snapshot:

(in Rs. in crore)

Particulars	FY 17-18	FY 18-19	FY 19-20
Revenue	832.84	720.28	122.84
EBITDA	-174.09	-119.05	-16.84

Page 24



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MYC Business Private Limited

Net Worth	-779.74	-1004.44	-1127.64
Tangible Assets	655.11	605.05	550.06

- 2.3 The powers of board of directors of the Corporate Debtor are suspended during the CIRP Period from the ICD, as per the provisions of the Code and vest with the Resolution Professional. The list of the suspended board of directors of the Corporate Debtor is as follows:

Name	Profile
Mr. Amit Kumar Jain	Director
Mr. Asit Jain	Director
Mr. Samir Kumar Chattopadhyay	Director

- 2.4 Shareholding Pattern:

Equity Shareholding:

Sr. No.	Name	Number of equity shares held	Percentage of shareholding in the total issued and paid-up equity share capital
1	A Square ferrous Private Limited	50,590	0.02%
2	A.S. Ferrum Private Limited	10,00,000	0.31%
3	Amit Jain	25,000	0.01%
4	Amit Ratan Kumar Jain	66,79,123	2.06%
5	Amjay Medimax India Private Limited	2,57,17,650	7.93%
6	Ankush Rishabh Kumar Jain	4,00,000	0.12%
7	Anuj Jain	19,22,602	0.59%
8	Asit Kumar Jain	14,13,345	0.44%
9	Babulal Jain	8,33,300	0.26%
10	Barsa Steels Private Limited	2,87,31,123	8.86%
11	Ganga Advisory Private Limited	63,90,300	1.97%
12	Gurukul Dealers Private Limited	75,95,450	2.34%
13	Janardan Mineral Exim Private Limited	29,29,560	0.90%
14	Kiran M Jain	5,83,300	0.18%
15	Kristi Corporation	9,12,487	0.28%
16	Lonand Cement Private Limited	5,83,300	0.18%
17	Fariland Services Private Limited	8,00,000	0.25%
18	Mohan Febtex Limited	25,00,000	0.77%
19	Narayan Vyapaar Private Limited	3,03,53,565	9.36%
20	Neuromed Imaging Centre Private Limited	8,20,33,509	25.30%
21	Pani Logistics	52,25,000	1.61%
22	Purple Tradecom Private Limited	2,00,000	0.06%
23	Raag Steel Private Limited	31,67,930	0.98%

Page 25



2

True Copy

[Signature]
Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

24	Rahuraj Steels Traders Private Limited	64,35,000	1.98%
25	Ratan Jain, Shri Krishna Ship Breaking Industries	1,59,90,000	4.93%
26	Ratankumar Sonaram Jain	4,99,500	0.15%
27	Rishabhkumar Sonaram Jain	14,02,889	0.43%
28	Ritesh M Jain (HUF)	51,56,680	1.59%
29	Ritesh M Jain, Prop. Pani Trading Corporation	28,60,000	0.88%
30	Sachin Patel	3,78,221	0.12%
31	Shreya Enterprises	16,720	0.01%
32	Siddhballi Steels & Strips Private Limited	1,07,60,000	3.32%
33	Sri Narayan Mercantiles Minerals	8,33,300	0.26%
34	Tulsi Trimpex Private Limited	5,23,66,513	16.15%
35	Yamuna Advisory Private Limited	1,75,53,000	5.41%
	TOTAL	32,42,98,957	100.00%

The Resolution Applicant has learnt that some of the shares of the Corporate Debtor are held in demat form and the balance are held in physical form by the shareholders, but has not received the final list of shares in each form, from the RP.

- 2.5 The existing authorised share capital of the Corporate Debtor is Rs. 3,25,00,00,000/- (Rupees Three Hundred Twenty-Five Crore Only) comprising of 32,50,00,000 (Thirty-Two Crore Fifty Lakh only) Equity Shares of Rs. 10/- each. The existing issued and paid-up Equity share capital of the Corporate Debtor is Rs. 3,24,29,89,570/- (Rupees Three Hundred Twenty-Four Crore Twenty-Nine Lakhs Eighty-Nine Thousand Five Hundred Seventy only) comprising of 32,42,98,957 Thirty-Two crore Forty-Two Lakhs Ninety-Eight Thousand Nine Hundred Fifty-Seven only) Equity Shares of Rs. 10/- each.
- 2.6 The shareholding pattern as set out above in Paragraph 2.4 of this Resolution Plan shall not be altered prior to implementation of this Resolution Plan except pursuant to this Resolution Plan.
- 2.7 Sona Alloys Private Limited (SAPL) having Registered Office in Ahmedabad, was incorporated as a Private Limited Company on January 4, 2007 with an objective to setup a green field Mini Integrated Steel Plant, and later on established Cement Plant too. The Company was promoted by Shri Sonaram Jain Group from Ahmedabad which was already in Ship Breaking and Steel Trading Businesses besides interest in other areas such as Health Care, Horticulture and Industrial cases. The Company is set up with the core objective to manufacture Primary Steel.
- 2.8 SAPL's plant at Lonand is situated in Dist. Satara (about 90 km south east of Pune city) in the state of Maharashtra. The site is about 110 km from Alibagh jetty and about 350 km from Bellary Hospet area from where the Iron ore is available.
- 2.9 Sona Alloys Private Limited (SAPL) is a flagship company of Sona Group promoted by Shri Sonaram Jain. SAPL has set up an integrated steel plant at Lonand, Dist. Satara, Maharashtra, for producing Pig Iron, Mild Steel and Alloys Steel Intermediate and Rolled products. The steel plant follows "Basic Oxygen Furnace route" to manufacture steel



Handwritten signature or initials.

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

products. SAPL has Registered Office in Ahmedabad, Gujarat and Agent /Dealer / Distribution network across North, Central, Western and Southern India. SAPL is strategically located near Pune & Mumbai area, which is a huge ready market for steel products in Automobile, Auto Ancillary, Engineering & Allied & Construction Industry

- 2.10 Currently, SAPL is producing Pig Iron through Blast Furnace route with installed capacity of 0.334 MTPA. The Blast Furnace is equipped with Bell Less Top Charging system (BLT), Pulverised Coal Injection (PCI) and Carbon Refractory. SAPL has also installed Sinter Plant which helps in improving energy efficiency, high productivity and reduces environmental pollution. Captive Power Plant based on waste heat recovery of 5MW capacity has been installed. Such initiatives by SAPL shows its commitment for better and consistent quality of steel production coupled with conscious and continuous effort for Environmental care.
- 2.11 Cement Plant - The Company manufactures Portland Slag cement (PSC) as per IS-455 1989 and granulated ground blast furnace slag (GGBFS).

Facility	Installed Capacity (TPA)	Products
Sinter Plant	4,09,000	-
Blast Furnace	3,36,000	Pig Iron and Slag
Steel Melting Shop	3,25,000	-
Continuous Casting Machine	3,15,000	Billets
Rolling Mill	2,40,000	Bars/ Rounds/ Billets
Captive Power Plant	4.70 MW	-
Blast Furnace Slag	90,353	-
Cement Plant	4,32,000	Cement

3. PAYMENTS BY THE RESOLUTION APPLICANT

- 3.1 This Resolution Plan contemplates a total resolution plan amount of Rs. 558,00,00,000/- (Rupees Five Hundred and Fifty-Eight Crore only) payable and/or to be contributed/ invested in accordance with the terms set out in this Resolution Plan. Except the amount payable to various Creditors as per the terms of this Resolution Plan, the Claims of all Creditors and stakeholders of the Corporate Debtor including but not limited to penalties, interest, fines or any other dues, whether admitted or not, due or contingent, whether claim has been filed or not by such Person in respect of such dues, for the period prior to the NCLT Approval Date, shall stand abated, settled and extinguished and neither the Corporate Debtor nor the Resolution Applicant shall be liable to pay any amount against such demand. All proceedings pending against the Corporate Debtor with respect to any such Claims and dues owed, on the NCLT Approval Date relating to the period prior to the NCLT Approval Date, shall stand terminated and all consequential liabilities, if any,

Page 27



True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

stand abated and should be considered to be not payable by the Corporate Debtor or the Resolution Applicant. All notices proposing to initiate any proceedings (if any) against the Corporate Debtor in relation to the period prior to the NCLT Approval Date and pending on the NCLT Approval Date, shall stand settled and abated at Nil value and shall not be proceeded against. Post the NCLT Approval Date, no re-assessment / revision or any other proceedings or suits shall be initiated against the Corporate Debtor in relation to period prior to the NCLT Approval Date in respect of such Claims and dues and any consequential demand / action should be considered non-existing and as not payable by the Corporate Debtor or the Resolution Applicant. Any proceedings (including proceedings filed before the Supreme Court, High Court or any other court, tribunal or authority, if any) which were kept in abeyance in view of the insolvency process or otherwise shall not be revived post the NCLT Approval Order.

3.2 The projected financials ("**Projected Financials**") for the Corporate Debtor is as set out in **Schedule 2** hereto. The Projected Financials is in consonance with the Resolution Plan, and in the event of any inconsistency between the Projected Financials and the Resolution Plan, the terms of the Resolution Plan shall supersede and prevail over the Projected Financials to the extent of such inconsistency. It is hereby clarified that the Projected Financials have been prepared on 'best efforts basis' by the Resolution Applicant on the basis of the Information Memorandum and the information of the Corporate Debtor as made available by the Resolution Professional of the Corporate Debtor on the VDR Database.

3.3 The summary of Claims admitted and amounts proposed in the Resolution Plan against each category of claims, along with Capex and Working Capital, are as under.

(Rs. in Crores)

Sr. No.	Stakeholders	Claims Admitted	Proposed Payments as per Resolution Plan	Tenure (years) from Trigger Date
1	Outstanding CIRP Cost (At Actuals)	0.00	1.00	Upfront
2	Workmen and Employees Dues – other than Related Party Employees	1.85	1.85	Upfront
3	Related Party Employees	1.25	Nil	NA
4	Operational Creditors – Other than Statutory Dues	114.97	0.11	Upfront
5	Operational Creditors - Statutory Dues	157.50	0.19	Upfront
6	Secured Financial Creditors	1696.82	365.85	Within 5 years
7	Unsecured Financial Creditors - Related Party	2.44	Nil	NA
8	Unsecured Financial Creditors – other than Related Party	194.25	189.00	20 th year
	Total Resolution Plan Amount	2169.08	558.00	
9	Capex and Working Capital to be contributed/arranged by the Resolution Applicant in the Corporate Debtor.		250.00	Within 2 years

Page 28



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

	Total Fund Outlay in the Resolution Plan		808.00	
--	---	--	---------------	--

3.4 Upfront Cash:

- 3.4.1 **Upfront Cash:** On the Trigger Date, the Resolution Applicant and/or SPV and/or its Nominees shall contribute an amount of Rs. 54,00,00,000/- (Rupees Fifty-Four Crore only) as Upfront Cash, which will be utilised in the following order of priority set out below. It is hereby clarified that the amounts of EMD 1 and EMD 2 deposited by the Resolution Applicant shall be adjusted towards the payment of the Upfront Cash by the Resolution Applicant, as per the terms of the RFRP. In the event, the PBG is encashed, the PBG shall be adjusted towards the payment of the Upfront Cash by the Resolution Applicant.

Sr. No.	Use of Upfront Cash	Amount (in Rs.)
1.	<p>Payment of Outstanding CIRP Costs.</p> <p><i>Notes:</i></p> <p><i>We understand that entire CIRP cost is being paid out of the operating cashflows / internal accruals of the Corporate Debtor during the CIRP period.</i></p>	<p>The entire Outstanding CIRP Costs.</p> <p>The Resolution Applicant shall pay a sum of Rs. 1,00,00,000/- (Rupees One Crore only) or at actuals towards the entire Outstanding CIRP Costs.</p> <p>The Outstanding CIRP Costs shall firstly, be paid from the internal accruals and / or receivables of the Corporate Debtor and to the extent that the internal accruals and / or receivables are not adequate, the balance amounts of the Outstanding CIRP Costs if any, shall be paid at actuals by the Resolution Applicant from the aforesaid amounts.</p> <p>In case the CIRP costs exceeds the sum of Rs. 1,00,00,000/- (Rupees One Crore only) provided as aforesaid, then the additional amounts shall be paid by the Resolution Applicant.</p>
2.	<p>Payment to the Workmen towards discharge of the Workmen Dues in full and final settlement thereof. This amount shall be distributed among the Workmen in proportion to their admitted Workmen Claims.</p>	<p>Higher of the following:</p> <p>(a) Rs. 1,05,20,068/- (Rupees One Crore Five Lakh Twenty Thousand and Sixty Eight only); or</p> <p>(b) the amount to be paid to such creditors in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; or</p> <p>(c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance</p>

Page 29



W

True Copy

[Signature]

Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Sr. No.	Use of Upfront Cash	Amount (in Rs.)
		with the order of priority in sub-section (1) of Section 53 of the IBC.
3.	Payment to the Employees (other than related party) towards discharge of the Employee Dues in full and final settlement thereof. This amount shall be distributed among the Employees in proportion to their admitted Employees Claims.	Higher of the following: (a) Rs. 80,05,397/- (Rupees Eighty Lakhs Five Thousand Three Hundred Ninety Seven only); or (b) the amount to be paid to such creditors in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; or (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC.
4.	Payment to the Other Operational Creditors towards discharge of their Operational Debt in full and final settlement thereof. This amount shall be distributed among the Other Operational Creditors in proportion to their admitted Claims.	Higher of the following: (a) Rs. 11,49,734/- (Rupees Eleven Lakhs Forty-Nine Thousand Seven Hundred and Thirty Four only); or (b) the amount to be paid to such creditors in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; or (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC.
5.	Payment to the Statutory Dues Creditors towards discharge of their Statutory Dues, as mentioned below, in full and final settlement thereof. This amount shall be distributed among the Statutory Dues Creditors as set out in Note (See * below).	Higher of the following: (a) Rs. 18,86,985/- (Rupees Eighteen Lakhs Eighty Six Thousand Nine Hundred Eighty Five only) (See * below); or (b) the amount to be paid to such creditors in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; or

Page 30



True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Sr. No.	Use of Upfront Cash	Amount (in Rs.)																		
	<table border="1"> <thead> <tr> <th>Name of Operational Creditor</th> <th>Claims filed (Rs. in crore)</th> </tr> </thead> <tbody> <tr> <td>ESIC</td> <td>0.031</td> </tr> <tr> <td>Sub Total</td> <td>0.031</td> </tr> <tr> <td>Lonand Nagar Panchayat</td> <td>0.77</td> </tr> <tr> <td>Income Tax</td> <td>102.58</td> </tr> <tr> <td>Customs</td> <td>50.05</td> </tr> <tr> <td>GST</td> <td>4.07</td> </tr> <tr> <td>Sub Total</td> <td>157.47</td> </tr> <tr> <td>Total</td> <td>157.50</td> </tr> </tbody> </table>	Name of Operational Creditor	Claims filed (Rs. in crore)	ESIC	0.031	Sub Total	0.031	Lonand Nagar Panchayat	0.77	Income Tax	102.58	Customs	50.05	GST	4.07	Sub Total	157.47	Total	157.50	<p>(c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC.</p> <p>*Note: Out of the total amount of Rs. 18,86,985/- (Rupees Eighteen Lakhs Eighty Six Thousand Nine Hundred Eighty Five only) being paid towards Statutory Dues Creditors, an amount of Rs. 3,12,280/- (Rupees Three Lakhs Twelve Thousand Two Hundred and Eighty only) is being paid to ESIC and the remaining Rs. 15,74,705/- (Rupees Fifteen Lakhs Seventy-Four Thousand Seven Hundred Five only) shall be distributed amongst the other Statutory Dues Creditors in proportion to their admitted Claims.</p> <p>The Resolution Applicant has been further informed by the Resolution Professional that GST Department has lodged additional claim of Rs. 39,58,90,293/- (Rupees Thirty-Nine Crore Fifty-Eight Lakhs Ninety Thousand Two Hundred and Ninety-Three only), which has not yet been admitted by the Resolution Professional. If the same is admitted, NIL amount is proposed to be paid to extinguish the said Claim under the Resolution Plan. In other words, since the GST Claims/dues are unsecured operational creditors, their liquidation value, as provided above, shall be NIL and accordingly, settlement amounts payable to them under the Resolution Plan is NIL.</p>
Name of Operational Creditor	Claims filed (Rs. in crore)																			
ESIC	0.031																			
Sub Total	0.031																			
Lonand Nagar Panchayat	0.77																			
Income Tax	102.58																			
Customs	50.05																			
GST	4.07																			
Sub Total	157.47																			
Total	157.50																			
6.	Payment towards Dissenting Financial Creditors	Such minimum amount which will be payable to the Dissenting Financial Creditors, from their proportionate share of the Upfront Cash in accordance with sub-section (1) of Section 53 of the IBC, in the event of a liquidation of the Corporate Debtor. Simultaneously with payment of the Upfront Cash, the Dissenting Financial Creditors shall execute necessary Agreement to Assign the Deferred Debt in favour of the Resolution Applicant / its Nominees / Asset Reconstruction Company (as the case may be) as per the terms of the Resolution Plan.																		

Page 31



2

True Copy

[Signature]

Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Sr. No.	Use of Upfront Cash	Amount (in Rs.)
		The remaining amount payable to the Dissenting Financial Creditors (over and above their proportionate share from the Upfront Cash) shall be paid from the Deferred Cash, in priority to the other Secured Financial Creditors.
7.	Payment towards Secured Financial Creditors (excluding the Dissenting Financial Creditors)	The balance of the Upfront Cash (i.e., after payment of amounts as contemplated above) shall be payable by the Resolution Applicant/SPV/Nominees. Simultaneously with payment of the Upfront Cash, the Secured Financial Creditors shall execute necessary Agreement to Assign the Deferred Debt in favour of the Resolution Applicant / its Nominees / Asset Reconstruction Company (as the case may be) as per the terms of the Resolution Plan.
	TOTAL	Rs. 54,00,00,000 (Rupees Fifty-Four Crore only)

3.4.2 The Upfront Cash shall be infused by the Resolution Applicant as a mix of Equity Share Capital or Preference Share Capital or loans or other instruments as the Resolution Applicant/SPV/its nominees may deem fit.

3.4.3 The Upfront Cash will be infused into the Corporate Debtor on or before the Trigger Date.

3.5 Deferred Cash to the Secured Financial Creditors

3.5.1 In addition to the Upfront Cash, the Secured Financial Creditors (including Dissenting Financial Creditors) will be paid the remaining amount of Rs. 315,00,00,000/- (Rupees Three Hundred and Fifteen Crore only) ("**Deferred Cash**"), which shall be payable over a period of 5 (Five) years from the Trigger Date in 20 (Twenty) quarterly instalments. The first 5 (Five) quarterly instalments shall be of Rs. 3,60,00,000/- (Rupees Three Crore Sixty Lakhs only) each and the subsequent 14 (Fourteen) quarterly instalments of Rs. 18,00,00,000/- (Rupees Eighteen Crore only) each and last instalment shall be of Rs. 45,00,00,000/- (Rupees Forty-Five Crore only). The said Deferred Cash shall be met from the fresh infusion of the equity/ quasi equity or internal accruals of the Corporate Debtor, i.e., from the cash - flows of the Corporate Debtor generated from the plant or by way of fresh borrowings. The first instalment of the Deferred Cash shall be payable at the end of third month from the Trigger Date. It is hereby clarified that no interest shall be payable on the Deferred Cash. The Deferred Cash shall be utilised towards the payment and settlement of the remaining amounts due to the Secured Financial Creditors (including Dissenting Financial Creditors), in proportion to their Claims.

Page 32



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.5.2 The Resolution Applicant retains a right to prepay the Deferred Cash, in part or full, at any time during the tenure proposed in the Resolution Plan, with an intimation to the Monitoring Committee, at the net present value on the date of such prepayment computed with discounting rate @ 10% (ten per cent) per annum. There shall not be any extra levy or prepayment charges. Such prepayment shall be done by Resolution Applicant/Corporate Debtor by way of combination of fresh loan from new lender and/or fresh equity / quasi equity / internal accruals. As per this clause, the amount of the Deferred Cash which is prepaid at the option of the Resolution Applicant may be less than the instalment amount specified in Clause 3.5.1 above, however, it is clarified that the Deferred Debt to be assigned as per the terms of the Resolution Plan shall be the entire amount of the Deferred Debt (as per the instalments specified in Clause 3.5.1) and not such prepaid amount.
- 3.5.3 On payment of the entire consideration (Upfront Cash and Deferred Cash) as per the terms of the Resolution Plan to the respective Financial Creditors, each Financial Creditor shall immediately (i) release the Existing Security Interest existing in favour of the Secured Financial Creditors; and (ii) issue letters/no-objection certificate and no dues certificate releasing the charge/security on the Existing Security Interest.

3.6 Other Amounts

The Resolution Applicant / SPV/ their Nominees shall arrange an amount of Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crore only) to the Corporate Debtor, from time to time within 24 months from the Trigger Date, on a need basis, which shall be utilised (to the indicative extent of Rs 80 cr.) for refurbishment of the existing plant and machinery of the Corporate Debtor and/or setting up of the captive power plant, coke oven batteries and other balancing equipment in addition to the working capital needs.

3.7 Payment of the Outstanding CIRP Cost

- 3.7.1 In terms of Section 30(2) (a) of the IBC, the CIRP Costs are to be paid in priority to any other creditor of the Corporate Debtor. The Outstanding CIRP Costs shall firstly, be paid from the internal accruals and / or current assets/ receivables of the Corporate Debtor during the CIRP Period and to the extent that the internal accruals are not adequate, the balance amounts of the Outstanding CIRP Costs shall be paid at actuals by the Resolution Applicant/SPV/Nominees from the Upfront Cash. The Upfront Cash shall be utilised for the payment of the Outstanding CIRP Costs in priority to the payment of other Debts of the Corporate Debtor.
- 3.7.2 The Resolution Applicant proposes to pay an amount of Rs. 1,00,00,000/- (Rupees One Crore only) or at actuals towards the Outstanding CIRP cost, from the Upfront Cash, in priority to other payments. In the event that the Outstanding CIRP Cost, exceeds Rs. 1,00,00,000/- (Rupees One Crore only), the Resolution Applicant shall make the payment of such additional CIRP Cost.

Page 33



(Handwritten mark)

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.7.3 On and from the NCLT Approval Date, the Resolution Applicant shall be entitled to inspect the books of accounts and expenses incurred by the Resolution Professional with respect to the CIRP Costs. The Resolution Professional shall provide item wise details along with invoices and supporting documents evidencing payments and outstanding of each such CIRP Cost to the Resolution Applicant and any other information as may be required by the Resolution Applicant and shall facilitate verification of the CIRP Costs by the Resolution Applicant. The Resolution Applicant shall be entitled to appoint auditors/professionals to verify and review the books of the Corporate Debtor and the CIRP costs, on and from the NCLT Approval Date and the Resolution Professional shall fully cooperate with the Resolution Applicant/ auditors/professionals appointed by it and assist in such verification.
- 3.7.4 The Resolution Professional shall (a) submit details of the Outstanding CIRP Costs and copies of requisite documents evidencing the amounts incurred for the Outstanding CIRP Costs to the Resolution Applicant as required by it; and (b) shall confirm to the Resolution Applicant in writing that, except the said Outstanding CIRP Costs provided by him, there is no other outstanding liability of the Corporate Debtor incurred/accrued during CIRP Period upto the Trigger Date.
- 3.8 **Payment of the Operational Creditors being Workmen Dues and Employees Dues**
- 3.8.1 In terms of Section 30 (2) (b) of the IBC, the Workmen and Employees being the Operational Creditors are required to be paid an amount which is not less than the higher of the following (a) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (b) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC.
- 3.8.2 In terms of Section 38(1) of the CIRP Regulations, the payment due to Operational Creditors are to be paid in priority to any other Creditors of the Corporate Debtor.
- 3.8.3 Claims Received from Workmen and Employee as on the Insolvency Commencement Date as per Annexure E3 of the IM

Amt in Rupees				
Sr. No.	Nature of Claim	Amount Claimed	Amount Admitted	Amount Rejected
1	Employee Claims (other than related parties)	15,23,39,133	80,05,397	14,43,33,736
2	Related Party Employees	1,56,67,183	1,24,67,583	31,99,600
3	Workmen Claims	20,77,84,503	1,05,20,068	19,72,64,435
Total		37,57,90,819	3,09,93,048	34,47,97,771

Page 34



True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.8.4 From the Upfront Cash, the Resolution Applicants shall pay to the Workmen an amount of which is higher of the following: (a) Rs. 1,05,20,068/- (Rupees one crore five lakh twenty thousand and sixty eight only); (b) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC, in priority to other Creditors of the Corporate Debtor, out of the Upfront Cash. The said amount shall be distributed to the Workmen in proportion to their admitted Workmen Claims.
- 3.8.5 From the Upfront Cash, the Resolution Applicants shall pay to the Employees (other than Related Party) an amount of which is higher of the following: (a) Rs. 80,05,397/- (Rupees Eighty Lakhs Five Thousand Three Hundred and Ninety-Seven only), as admitted by the Resolution Professional; (b) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC, in priority to other Creditors of the Corporate Debtor, out of the Upfront Cash. The said amount shall be distributed to the Employees in proportion to their admitted Employees Claims.
- 3.8.6 The Resolution Applicant/SPV/Nominees shall not be liable to make any payments to the Promoters, Shareholders and Directors (as captured in this Resolution Plan and any additions thereto) and their relatives, under this Resolution Plan.
- 3.8.7 The amount payable to the Operational Creditors being the Workmen and Employees from the Upfront Cash under this Resolution Plan shall be given priority in payment over the Financial Creditors.
- 3.8.8 The payment set out in Paragraph 3.8.4 and 3.8.5 above shall be deemed to be in full and final settlement / discharge of the liabilities pertaining to the Workmen Dues and Employees Dues in compliance with the Applicable Law.
- 3.8.9 Other than the payments set out in the Resolution Plan, any and all liabilities and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Workmen and Employees of the Corporate Debtor, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and neither the Corporate Debtor nor the Resolution Applicant shall be responsible and / or liable, directly or indirectly, for the same.
- 3.9 **Payment due to Other Operational Creditors and the Statutory Dues Creditors**

Page 35



29

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.9.1 In terms of Section 30 (2) (b) of the IBC, the Operational Creditors are required to be paid an amount which is not less than the higher of the following (a) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (b) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC. In terms of Regulation 38(1) of the CIRP Regulations, the payment due to Operational Creditors are to be paid in priority to any other Creditors of the Corporate Debtor.
- 3.9.2 Operational Creditors containing the name of Creditors, amount claimed by them, amount of claim admitted and details of security interest thereof (if any) as appearing at Annexure E2 of the IM

S. No.	Nature of Claim	Amt in Rupees		
		Amount Claimed	Amount Admitted	Amount Rejected
1.	Operational Creditors (Other than Statutory Dues)	1,56,75,36,315	1,14,97,34,401	41,78,01,914
2.	Operational Creditors (Statutory Dues)	1,57,51,04,818	1,57,50,18,276	86,542
Total		314,26,41,133	272,47,52,677	41,78,88,456

- 3.9.3 From the Upfront Cash, the Resolution Applicants shall pay to the Other Operational Creditors (other than Statutory Dues) an amount which is higher of the following: (a) Rs. 11,49,734/- (Rupees Eleven Lakhs Forty Nine Thousand Seven Hundred and Thirty Four only); (b) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC, priority to other Creditors of the Corporate Debtor, out of the Upfront Cash. The said amount shall be distributed to the Other Operational Creditors in proportion their admitted Claims.
- 3.9.4 From the Upfront Cash, the Resolution Applicants shall pay to the Statutory Dues Creditors an amount which is higher of the following: (a) Rs. 18,86,985/- (Rupees Eighteen Lakhs Eighty Six Thousand Nine Hundred and Eighty Five only); (b) the Liquidation Value available for their Claims in the event of a liquidation of the Corporate Debtor under Section 53 of the IBC; and (c) the amount that would have been paid to such creditors, if the amount to be distributed under this Resolution Plan had been distributed in accordance with the order of priority in sub-section (1) of Section 53 of the IBC, priority to other Creditors of the Corporate Debtor, out of the Upfront Cash. The said amount shall be distributed to the Statutory Dues Creditors as set out below.

It is clarified that out of the total amount of Rs. 18,86,985/- (Rupees Eighteen Lakhs Eighty Six Thousand Nine Hundred and Eighty Five only) being paid towards Statutory

Page 36



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Dues Creditors, an amount of Rs. 3,12,280/- (Rupees Three Lakhs Twelve Thousand Two Hundred and Eighty only) is being paid to ESIC and the remaining Rs. 15,74,705/- (Rupees Fifteen Lakhs Seventy-Four Thousand Seven Hundred and Five only) shall be distributed amongst the other Statutory Dues Creditors in proportion to their admitted Claims.

The Resolution Applicant has been further informed by the Resolution Professional that GST Department has lodged additional claim of Rs.39,58,90,293/- (Rupees Thirty-Nine Crore Fifty-Eight Lakhs Ninety Thousand Two Hundred and Ninety-Three only), which has not yet been admitted by the Resolution Professional. If the same is admitted, NIL amount is proposed to be paid to extinguish the said Claim under the Resolution Plan. In other words, since the GST claims/dues are unsecured Operational Creditors, their liquidation value, as provided above, shall be NIL and accordingly, settlement amounts payable to them under the Resolution Plan is NIL.

- 3.9.5 The payment set out in Paragraph 3.9.3 and 3.9.4 above, shall be deemed to be in full and final settlement / discharge of the liabilities pertaining to the Other Operational Creditors' Operational Debt and the Statutory Dues of the Statutory Dues Creditors in compliance with the Applicable Law.
- 3.9.6 The amount payable to the Operational Creditors (as the case may be as per above) from the Upfront Cash under this Resolution Plan shall be given priority in payment over the Financial Creditors.
- 3.9.7 On payment of the amounts to the Other Operational Creditors and the Statutory Dues Creditors (including Tax Authorities, water authorities and electricity authorities, if any), as per the terms of this Resolution Plan, all dues owed or payable to such Other Operational Creditors and the Statutory Dues Creditors or owed to any Person including but not limited to penalties, interest, fines, security deposit, mining dues, electricity dues, water dues, Tax dues or any other dues, whether admitted or not, due or contingent, whether claim has been filed or not by such Person in respect of such dues, for the period prior to the NCLT Approval Date, shall stand abated, settled and extinguished and neither the Corporate Debtor nor the Resolution Applicant shall be liable to pay any amount against such demand, except the amounts payable to such Other Operational Creditors and the Statutory Dues Creditors (including Tax Authorities, electricity authorities and water authorities), as set out in the Resolution Plan. All proceedings pending against the Corporate Debtor with respect to any such dues owed to such Other Operational Creditors and the Statutory Dues Creditors (including Tax Authorities, water authorities and electricity authorities) or any Person, on the NCLT Approval Date relating to the period prior to the NCLT Approval Date, shall stand terminated and all consequential liabilities, if any, stand abated and should be considered to be not payable by the Corporate Debtor or the Resolution Applicant. All notices proposing to initiate any proceedings (if any) against the Corporate Debtor in relation to the period prior to the NCLT Approval Date and pending on the NCLT Approval Date, shall stand settled and abated at Nil value and shall not be proceeded against. Post the NCLT Approval Date, no re-assessment / revision or any other proceedings or suits shall be initiated against

Page 37



W

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

the Corporate Debtor in relation to period prior to the NCLT Approval Date in respect of such dues (including electricity dues, water dues, and Tax dues) and any consequential demand / action should be considered non-existing and as not payable by the Corporate Debtor or the Resolution Applicant. Any proceedings (including proceedings filed before the Supreme Court, High Court or any other court, tribunal or authority, if any) which were kept in abeyance in view of the insolvency process or otherwise shall not be revived post the NCLT Approval Order.

- 3.9.8 The Tax authorities (being Other Operational Creditors and the Statutory Dues Creditors) shall immediately on the NCLT Approval Date withdraw the Proceedings filed against the Corporate Debtor, in lieu of the payment provided to them as Other Operational Creditors and the Statutory Dues Creditors as per this Resolution Plan. The payment to the Tax authorities hereunder (being the Statutory Dues Creditors) shall be in full and final settlement of all Tax dues and no further amounts whatsoever shall be payable to such Tax authorities.
- 3.9.9 Other than the payments set out in the Resolution Plan, any and all liabilities and all amounts due and / or payable by the Corporate Debtor (including direct and indirect Tax dues, water dues and electricity dues) whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, claimed or not, in relation to the Statutory Dues Creditors and Other Operational Creditors of the Corporate Debtor (including water authorities, electricity authorities and Tax authorities), shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and the Corporate Debtor shall not be responsible and / or liable, directly or indirectly, for the same.
- 3.10 Payment to Other Creditors**
- 3.10.1 The Resolution Applicant shall make Nil payment towards full and final settlement / discharge of the entire amounts of the Debt of all Other Creditors (i.e., excluding the Financial Creditors and the Operational Creditors including Workmen and Employees and Statutory Dues Creditors). Any and all liabilities and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Other Creditors of the Corporate Debtor, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and neither the Corporate Debtor nor the Resolution Applicant shall be responsible and / or liable, directly or indirectly, for the same.
- 3.11 Payment to the Existing Shareholders and other stakeholders of the Corporate Debtor**
- 3.11.1 The Resolution Applicant proposes to make Nil payment towards full and final settlement / discharge of any liability of the Corporate Debtor towards the Existing Shareholders

Page 38



True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

and other stakeholders of the Corporate Debtor. The entire shareholding of the Existing Shareholders shall be cancelled and extinguished as per the terms and conditions of this Resolution Plan. On the approval of the Resolution Plan, the Monitoring Committee shall pass necessary resolutions for extinguishment of the existing shares of the Corporate Debtor and the shares held in demat form by the shareholders of the Corporate Debtor shall be extinguished by NSDL or CDSL as the case may be upon the NCLT Approval Order being sent to them and the necessary corporate actions for the same will be carried out with NSDL or CDSL by the Corporate Debtor through the Monitoring Committee. In case of physical share certificates, if not lodged for cancellation, shall be deemed to have been cancelled and destroyed. No shareholder will be required to be intimated separately whether holding share in physical or demat form and all their rights as shareholder shall stand extinguished as on the NCLT Approval Date by virtue of the NCLT Approval Order.

- 3.11.2 Other than the aforesaid payments, any and all liabilities and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Existing Shareholders, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and neither the Corporate Debtor nor the Resolution Applicant shall be responsible and / or liable, directly or indirectly, for the same.

3.12 Payment to the Secured Financial Creditors

- 3.12.1 After making payment as per Paragraph 3.7 to 3.11 above, the remaining amount of the Upfront Cash (if any) shall be utilised for the payment of the Financial Debt to the Secured Financial Creditors.

- 3.12.2 Financial Creditors as appearing at Annexure E1 of the IM

(Amt in Rs.)				
Sr No.	Nature of Claim	Amount Claimed	Amount Admitted	Voting Share
1.	Secured Financial Creditors	16,96,82,30,831	16,96,82,30,831	89.73%
2.	Unsecured Financial Creditors	2,41,93,23,319	1,94,25,23,724	10.27%
3	Unsecured Financial Creditors (Related Party)	15,26,61,100	2,44,01,100	0.00%
	Total	19,54,02,15,250	18,93,51,55,655	100.00%

- 3.12.3 The Resolution Applicant/SPV shall make payment to the Secured Financial Creditors as set out as per the terms of the Resolution Plan.



W



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.12.4 Based on the aforesaid consideration (Upfront Cash & Deferred Cash) (except the Deferred Debt which is to be assigned as per the terms of the Resolution Plan), any and all liabilities and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Secured Financial Creditors, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and the Corporate Debtor/the Resolution Applicant shall not be responsible and / or liable, directly or indirectly, for the same.
- 3.12.5 On the payment of the entire consideration (Upfront Cash and Deferred Cash, including prepayment thereof) each of the Secured Financial Creditors shall immediately: (i) handover the existing financing documents along with the relevant title deeds of the Existing Security Interest to the Resolution Applicant/SPV/Nominees at the time of releasing/relinquishing the charge; and (ii) issue letters/no-objection certificate and no dues certificate releasing the charge/security on the Existing Security Interest.
- 3.12.6 With regard to all other undeveloped bank guarantees / letters of credit, it is expressly stated that neither the Corporate Debtor nor the Resolution Applicant/SPV/Nominees shall be liable to honor such bank guarantee / letters of credit nor shall it be obliged to renew the bank guarantee / letters of credit or provide any assistance to the Financial Creditors to contest or defend any claims that are raised by the beneficiary. The satisfaction or payment by the Financial Creditors upon receipt of any claims in connection with the aforementioned bank guarantees / letters of credit shall not be construed as a default on part of the Corporate Debtor or the Resolution Applicant and, any modifications required in the bank guarantee / letter of credit documents to reflect such arrangement shall be made by the Financial Creditors prior to the Trigger Date. The aforesaid consideration (Upfront Cash and Deferred Cash) shall be deemed to be in full and final settlement of all liabilities of the Corporate Debtor for any payment made / to be paid by the Financial Creditors to the respective third-party beneficiaries as and when such payment is made by the Financial Creditors in future.
- 3.12.7 The Resolution Applicant/ SPV/Nominees may raise fresh funds for proposed capital expenditure and working capital, from the new lender/s. As an integral part of implementation of this Resolution Plan, the existing Secured Financial Creditors shall continue their first charge on the existing fixed assets of the Corporate Debtor and second charge on the new fixed assets, to secure their Deferred Debt and the New Lenders shall have first charge on the new fixed assets to be created from the fresh funds raised from them and the second charge on the existing fixed assets of the Corporate Debtor, to secure their fresh loans. The new working capital lender/s shall have exclusive first charge on the entire current assets of the Corporate Debtor. The Secured Financial Creditors shall execute such documents as may be required by the Corporate Debtor/Resolution Applicant and/or the new lender to give effect to the aforesaid. Any change in the proposed security structure shall be given effect in prior consultation with the Monitoring Committee.

Page 40



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.12.8 It is clarified that the past promoters or promoter Group, managers, directors, officers, or person in charge of the affairs and/or management of the Corporate Debtor (including any person who was an 'officer in default', 'principal employer', or 'occupier', other than the Resolution Professional) prior to the Trigger 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, 74 of the Code) or any acts or omissions in breach of Applicable Law which occurred prior to the Trigger 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, 74 of the Code) 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 and no action will be taken in respect of the Corporate Debtor or its assets or business pursuant to the same. In the event any transaction is avoided/set aside by the Adjudicating Authority in terms of Sections 43, 45, 47, 49, 50 or 66 of the Code, and any amount is received by the Resolution Professional or the Corporate Debtor in furtherance thereof, whether prior to the NCLT Approval Date or after the NCLT Approval Date, such sums shall be solely for the benefit of the Resolution Applicant, subject to deduction of the costs, expenses and Taxes incurred by the Corporate Debtor for such recovery/payment/remittance, if any.
- 3.12.9 In case there are any un-invoked bank guarantees claims in relation to these bank guarantees, by virtue of being part of the admitted Financial Debt, shall be discharged as per the terms of the Resolution Plan and all rights and entitlements of the Financial Creditors in relation to such bank guarantees shall be deemed to be permanently extinguished and the Corporate Debtor or Resolution Applicant shall at no point of time be, directly or indirectly, be held responsible or liable in relation thereto. Pursuant to the discharge of admitted Financial Debt as per the terms of the Resolution Plan, the commission on invoked or uninvoked bank guarantees on or prior to ICD shall be deemed to be discharged in full. Further, all the claims, rights and entitlements in relation to any invoked/uninvoked bank guarantees issued for and on behalf of the Corporate Debtor, shall be deemed to be permanently extinguished and deemed to have been returned to the issuer as on the NCLT Approval Date and the Corporate Debtor or Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. With effect from the NCLT Approval Date, the beneficiaries of uninvoked guarantees, shall not be entitled to make any Claims, whatsoever in relation to the invoked/uninvoked guarantees issued for and on behalf of the Corporate Debtor. Further the beneficiaries of uninvoked guarantees shall not be entitled to make any Claims and shall be liable to return the bank guarantees. The Resolution Applicant shall arrange for fresh bank guarantees that may be required for running the operations of the Corporate Debtor, as may be required.

3.13 Assignment of Financial Debt

Page 41



True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.13.1 On the Trigger Date, the entire Financial Debt (over and above the Deferred Debt) shall stand released and extinguished. Simultaneously with the payment of the Upfront Cash, Secured Financial Creditor (including the Dissenting Financial Creditors) shall enter into an Agreement to Assign the Deferred Debt in favour of the nominee of the Resolution Applicant (eligible for acquisition as per the guidelines of RBI and under the law) in form and substance acceptable to and to the satisfaction of the Resolution Applicant. Simultaneously with the payment of the final instalment of Deferred Cash or prepayment thereof the respective Secured Financial Creditor (including the Dissenting Financial Creditors) shall execute irrevocable assignment deeds, for assignment of the Deferred Debt to the nominee of the Resolution Applicant (as the case may be), in the form and substance acceptable to the Resolution Applicant. In case of any discrepancies in this regard, the decision of the Monitoring Committee shall be final.
- 3.13.2 At the option of the Resolution Applicant, on payment of the entire Deferred Cash or prepayment thereof, the entire Financial Debt shall have been assigned to the Resolution Applicant and/ or their Nominees and/or an Asset Reconstruction Company (as the case may be) as per the terms of the Resolution Plan.
- 3.14 Payment to the Unsecured Financial Creditors**
- 3.14.1 On the Trigger Date, the Resolution Applicant proposes to issue to the Unsecured Financial Creditors (other than related party), in settlement of their admitted Claims, the Optionally Convertible Non-Cumulative Redeemable Preference Shares of the Corporate Debtor of Rs. 189,00,00,000 (Rupees One Hundred Eighty-Nine Crore only), carrying coupon @ 0.001%, redeemable at the end of 20th year from the date of issuance ("OCRPS"), in proportion to their admitted Claims.
- 3.14.2 The Corporate Debtor shall have an option to convert the aforesaid OCRPS, in full or in part, into the equity shares of the Corporate Debtor before the issuance of notice for redemption thereof from the issuer, but definitely not before the complete payment of the Deferred Cash to the Secured Financial Creditors.
- 3.14.3 Any and all liabilities of the Unsecured Financial Creditors and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Unsecured Financial Debt of the Unsecured Financial Creditors), shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and neither the Corporate Debtor nor the Resolution Applicant/SPV shall be responsible and / or liable, directly or indirectly, for the same save and accept to issue and allot the OCRPS as mentioned in para 3.14.1.

3.15 Payment to the Dissenting Financial Creditors

Page 42



3

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.15.1 All the Financial Creditors who do not vote in favour of the Resolution Plan (i.e., Dissenting Financial Creditors) shall be paid such amount as set out in the Resolution Plan, proportionately out of the Upfront Cash and Deferred Cash. The amount payable to the Dissenting Financial Creditors from the Upfront Cash and Deferred Cash under this Resolution Plan shall be given priority in payment over the other Secured Financial Creditors. It is clarified that in no case, the total amount payable under the Resolution Plan shall be altered and the Resolution Applicant will not be required to bring in any additional amounts over and above the Upfront Cash and Deferred Cash amounts provided under this Resolution Plan (except to the extent of payments required towards the Outstanding CIRP Cost).
- 3.15.2 Immediately on receipt of their entire payment (including any prepayment thereof) as per the terms of the Resolution Plan in full and final settlement of their Claims, each Dissenting Financial Creditor shall immediately: (i) handover the existing financing documents along with the Title Deeds of the Existing Security Interest to the Resolution Applicant/its Nominees at the time of releasing/relinquishing the charge; and (ii) issue letters/no-objection certificate and no dues certificate releasing the charge/security on the Existing Security Interest.
- 3.15.3 In terms of Section 30(2) of the IBC, the Dissenting Financial Creditors shall be paid such minimum amount which will be payable to the Dissenting Financial Creditors from the Upfront Cash and Deferred Cash in accordance with sub-section (1) of Section 53 of the IBC in the event of a liquidation of the Corporate Debtor, as full and final settlement of their entire Claims.
- 3.15.4 Subject to the aforesaid and the terms of the Resolution Professional shall calculate the amount payable to the Dissenting Financial Creditors and shall distribute the amounts accordingly from the Upfront Cash and the Deferred Cash in priority to the assenting Financial Creditors.
- 3.15.5 Simultaneously with the payment of the Upfront Cash, the Dissenting Financial Creditors shall execute necessary Agreements to Assign the Deferred Debt in favour of the Resolution Applicant/its Nominees/ Asset Reconstruction Company (as the case may be) as per the terms of Clause 3.13 of the Resolution Plan.
- 3.15.6 Other than the aforesaid payments, any and all liabilities and all amounts due and / or payable by the Corporate Debtor whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to the Financial Creditors who do not vote in favour of the Resolution Plan, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and neither the Corporate Debtor nor the Resolution Applicant shall be responsible and / or liable, directly or indirectly, for the same.

3.16 Additional Claims

Page 43



True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 3.16.1 Any Claims that are admitted or any Debt which arises over and above the amounts set out in the Information Memorandum, and if such amounts are determined to be settled and/or payable by the Resolution Applicant or the Corporate Debtor whether by a court order or otherwise, then such amounts shall be paid out of the Upfront Cash or the Deferred Cash without any further/additional liability/obligation on the Resolution Applicant or the Corporate Debtor (except to the extent of payments required towards the Outstanding CIRP Cost). It is clarified that for such additional Claims/Debt, the Creditors of such Claims shall be entitled to receive only from the amounts agreed to be paid under this Resolution Plan as per the relevant category in which such Creditors fall under as per the provisions of this Resolution Plan and the amounts payable to that category of Creditors shall stand adjusted accordingly proportionately. For example, if the Creditor of such additional Claim/Debt is a Workmen, such Workmen shall be payable from the amounts set out in Paragraph 3.8.4 above on proportionate basis.
- 3.16.2 Notwithstanding anything contained in this Resolution Plan, it is clarified that neither the Corporate Debtor or the Resolution Applicant shall be required to make any payments over and above the Upfront Cash and the Deferred Cash (except to the extent of payments required towards the Outstanding CIRP Cost) as agreed to be paid under this Resolution Plan, towards settlement of all Claims whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed. It is clarified that in the event the Outstanding CIRP Cost exceeds Rs. 1,00,00,000/- (Rupees one crore only), the Resolution Applicant shall bring in such additional amounts as may be required to discharge the entire Outstanding CIRP Cost.
- 3.16.3 Any instrument executed by the Corporate Debtor under the Negotiable Instrument Act, 1881 including but not limited to Post Dated Cheques, Demand Promissory Notes etc. prior to the NCLT Approval Order date shall in no manner be the liability of the Resolution Applicant and all such instruments to be treated as null and void, ab-initio.
- 3.16.4 It is clarified that any extinguishment/write-off of any liabilities (except the liability of the Corporate Debtor and the Resolution Applicant to pay the Deferred Cash) towards any of the stakeholders of the Corporate Debtor shall become effective on and from the Trigger Date (and upon the actual payment of the Upfront Cash to all the stakeholders in accordance with the terms on this Resolution Plan). For avoidance of any doubt, it is clarified that the Corporate Debtor and the Resolution Applicant shall remain liable to make payments of the Deferred Cash to the relevant stakeholders in accordance with the Resolution Plan till the date when all the liabilities towards the Deferred Cash have been fully and completely discharged to the satisfaction of the Financial Creditors forming part of the Committee of Creditors.

4. SOURCES OF FUNDS AND TRANSACTIONS

Regulation 37 of the CIRP Regulations provides a resolution plan may provide for various

Page 44



21

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

measures, as may be necessary, for insolvency resolution of the corporate debtor for maximization of value of its assets. Accordingly, the Resolution Applicant proposes the measures set out hereinunder:

4.1 Summary of the Sources of Funds

4.1.1 The Upfront Cash and any subsequent working capital infusion shall be brought in by the Resolution Applicant/SPV/Nominees and shall be contributed to the Corporate Debtor as a mix of equity capital or preference capital or loans by the Resolution Applicant /SPV/Nominees/ its Affiliates and/or as otherwise provided in the Resolution Plan, in its sole discretion. The Resolution Applicant shall be entitled to raise monies from banks and/or financial institutions as it may deem fit from time to time to meet the requirement of funds for the payments to stakeholders or for raising working capital or meet the capex requirements of the Corporate Debtor, as set out in the Resolution Plan.

4.1.2 The Resolution Applicant proposes that the Deferred Cash will be paid by the Corporate Debtor from its internal accruals as given in the financial projections attached herewith. However, the Resolution Applicant shall be entitled to raise monies from own sources/ group companies / banks and/ or financial institutions as it may deem fit from time to time to meet the requirement of funds for the payment and/or prepayment of Deferred Cash.

4.2 Treatment of the Existing Shareholders and Issuance of Equity Shares to the SPV

4.2.1 Simultaneously with the subscription of the Equity Shares by the Resolution Applicant /SPV and its Affiliates/Nominees as set out in Paragraph 4.2.2 below, the entire Equity Shares held by the Existing Shareholders shall stand fully extinguished as a part of this Resolution Plan ("**Standalone Capital Reduction**"). The face value of the Equity Shares so cancelled shall stand transferred to the capital reserve of the Corporate Debtor and such capital reserve can be used to adjust/offset the existing book losses of the Corporate Debtor or to issue bonus shares to the new shareholders, at the discretion of the Resolution Applicant. No amounts shall be payable towards the extinguishment of all the Equity Shares of such Existing Shareholders.

4.2.2 The Resolution Applicant/SPV/its Nominees shall initially pay part of the Upfront Cash to the Corporate Debtor towards subscription/ allotment of Equity Shares (in demat form) by the Corporate Debtor, and the Corporate Debtor shall issue the relevant number of the Equity Shares of a face value of Rs. 10/- (Rupees Ten only) each to the SPV and/or its nominees such that the SPV together with its nominees shall own and hold 100% (One Hundred percent) of the total issued and paid – up equity share capital of the Corporate Debtor. The Resolution Applicant/SPV/its Nominees shall also infuse additional funds in line with the Resolution Plan to subscribe to additional Equity Capital in line with Resolution Plan to make various payments and otherwise.

Page 45



①

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 4.2.3 The Corporate Debtor shall not be required to make any separate application before the Hon'ble NCLT for the Standalone Capital Reduction and for other matters set out herein, under the provisions of the Companies Act/IBC and that the approval of this Resolution Plan by the Hon'ble NCLT shall be treated as if the necessary approvals required to have been obtained under the Companies Act, including consent of shareholders or creditors of the Corporate Debtor and applications to any other appropriate authority, as required under the Companies Act, together with the process laid down under the Companies Act, have been obtained and duly complied with.
- 4.2.4 No further approval of the Hon'ble NCLT will be required to give effect to the Standalone Capital Reduction under the Companies Act and there shall be no requirement to add "and reduced" in the name of the Corporate Debtor as the approval of the Resolution Plan by the Hon'ble NCLT shall be deemed to be an order under Section 66 of the Companies Act along with other applicable provisions of the Companies Act, sanctioning and approving the Standalone Capital Reduction and all matters hereto. No further approval of the Hon'ble NCLT shall be required for utilization of capital reserve as stated in clause 4.2.1 above.
- 4.2.5 The Standalone Capital Reduction shall be approved and implemented pursuant to the provisions of the IBC, specifically, Regulation 37 of the CIRP Regulations read with Section 31 of the IBC. The compliance with the provisions of the Resolution Plan in relation to the Standalone Capital Reduction shall be deemed to be in accordance with and constitute compliance with any and all provisions of Applicable Law that would have otherwise applied to a similar reduction of capital under the Companies Act and / or under rules / circulars / regulations issued thereunder.
- 4.3 **Amalgamation of the SPV with the Corporate Debtor**
- 4.3.1 On the Amalgamation Effective Date as an integral part of the Resolution Plan, the entire Undertaking of the SPV shall stand transferred, merged, vested and / or amalgamated with the Corporate Debtor as on the Amalgamation Effective Date on a going concern basis, in accordance with the requirements of Section 2(1B) of the Income Tax Act, 1961, the provisions of Chapter XV of the Companies Act and other Applicable Laws, as per the terms and conditions of this Resolution Plan, without any further act, deed or document ("**Amalgamation**") in the following manner:
- (a) The Undertaking of the SPV comprising its business, all assets and liabilities of whatsoever nature and wheresoever situated, shall, under the applicable provisions if any of the Act, without any further act or deed (save as provided in Sub- Paragraphs (b), (c) and (d) below), be transferred to and vested in and / or be deemed to be transferred to and vested in the Corporate Debtor as a going concern so as to become as from the Amalgamation Effective Date the undertaking of the Corporate Debtor and to vest in the Corporate Debtor all the rights, title, interest or obligations of the SPV therein.

Provided that for the purpose of giving effect to the vesting order passed by the

Page 46



2

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- Hon'ble NCLT, the Corporate Debtor shall at any time pursuant to the NCLT Approval Order be entitled to get effected the change in the title and the appurtenant legal right(s) upon the vesting of such properties (including immovable properties) of the SPV, at the office of the respective Registrar of Assurances or any other concerned authority, where any such property is situated.
- (b) All the movable assets including cash in hand, if any, of the SPV, capable of passing by manual delivery or by endorsement and delivery, shall be so delivered or endorsed and delivered, as the case may be, to the Corporate Debtor. Such delivery shall be made on a date mutually agreed upon between the Board of Directors of the companies. The plant and machinery of the SPV (if any), which are fastened to land and/or buildings continue to remain movable properties *inter-alia* because the said plant and machinery are fastened to land only with a view to have better enjoyment of the movable properties.
- (c) [Clause Deleted]
[Clause Deleted]
[Clause Deleted]
[Clause Deleted]
[Clause Deleted]
[Clause Deleted]
[Clause Deleted]
[Clause Deleted]
- (d) In relation to the assets, properties and rights including rights arising from contracts, deeds, instruments and agreements, if any, belonging to the SPV, which by reason of any special law or regulation require separate documents for transfer including documents for attornment or endorsement, as the case may be, the SPV shall execute such separate documents, as and when required by the Corporate Debtor.
- (e) All assets and properties of the SPV as on the Amalgamation Effective Date, whether or not included in the books of the Corporate Debtor, shall be deemed to be and shall become the assets and properties of the Corporate Debtor, and shall under the applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Corporate Debtor upon the coming into effect of the Amalgamation in accordance with the provisions of the Companies Act.
- (f) In so far as the various incentives, subsidies, special status, tax incentives, credits and other benefits or privileges of any nature whatsoever enjoyed (including but not limited to income tax, unexpired credit for minimum alternate tax, tax on book profits, sales tax, excise duty, custom duty, GST and others), granted by any Government body, local authority or by any other person and

Page 47



W

True Copy

[Signature]

Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

availed of by the SPV are concerned, the same shall vest with and be available to the Corporate Debtor on the same terms and conditions.

- (g) With effect from the Amalgamation Effective Date, all debts, liabilities (including deferred tax liability), contingent liabilities, duties and obligations of every kind, nature, description, whether or not provided for in the books of accounts and whether disclosed or undisclosed in the balance sheets of the SPV shall also, under the applicable provisions of the Act, without any further act or deed, be transferred to or be deemed to be transferred to the Corporate Debtor so as to become as from the Amalgamation Effective Date the debts, liabilities, contingent liabilities, duties and obligations of the Corporate Debtor and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub- paragraph.

However, the Corporate Debtor may, at any time, after the coming into effect of this Amalgamation in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the creditors/lenders of the SPV or in favour of any other party to the contract or arrangement to which the SPV is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. Pursuant to this Resolution Plan, from the Amalgamation Effective Date, the Corporate Debtor shall be deemed to be authorized to execute any such writings on behalf of the SPV as well as to implement and carry out all such formalities and compliances referred to above.

- (h) The transfer and vesting of the Undertaking of the SPV as aforesaid shall be subject to the existing securities, charges and mortgages, if any subsisting, over or in respect of the property and assets or any part thereof of the SPV.

Provided however that any reference in any security documents or arrangements (to which the SPV is a party) pertaining to the assets of the SPV offered or agreed to be offered as security for any financial assistance or obligations, if any, shall be construed as reference only to the assets pertaining to the SPV as are vested in the Corporate Debtor by virtue of the aforesaid paragraphs, to the end and intent that such security, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the SPV or any of the assets of the Corporate Debtor.

Provided further that the securities, charges and mortgages, if any subsisting over and in respect of the assets or any part thereof of the Corporate Debtor shall continue with respect to such assets or part thereof and this Amalgamation shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charges and mortgages shall not extend or be deemed to extend, to any of the assets of the SPV vested in the Corporate Debtor.

Page 48



(Handwritten mark)

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Provided always that this Amalgamation shall not operate to enlarge the security for any loan, deposit or facility created by the SPV which shall vest in the Corporate Debtor by virtue of the amalgamation of the SPV with the Corporate Debtor, pursuant to this Resolution Plan and the Corporate Debtor shall not be obliged to create any further or additional security therefore after the Amalgamation.

- (i) Loans, payables or other obligations, if any, due between or amongst the SPV and the Corporate Debtor shall stand cancelled / discharged and there shall be no liability in that behalf with effect from the Amalgamation Effective Date.
- (j) Where any of the liabilities and obligations / assets attributed to the SPV on the Amalgamation Effective Date has been discharged/ sold by the SPV after the Amalgamation Effective Date and prior to the Amalgamation Effective Date, such discharge/sale shall be deemed to have been for and on behalf of the Corporate Debtor.
- (k) From the Amalgamation Effective Date and till such time that the names of the respective bank accounts of the SPV are replaced with that of the Corporate Debtor, the Corporate Debtor shall be entitled to operate the bank accounts of the SPV, in its name, in so far as may be necessary.
- (l) All loans raised and utilized and all liabilities, duties and obligations incurred or undertaken by the SPV on or after the Amalgamation Effective Date and prior to the Amalgamation Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Corporate Debtor and to the extent they are outstanding on the Amalgamation Effective Date, shall, upon the coming into effect of the Amalgamation, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Corporate Debtor and shall become the loans and liabilities, duties and obligations of the Corporate Debtor which shall meet, discharge and satisfy the same.

4.3.2 The Corporate Debtor shall from the Amalgamation Effective Date, be deemed to be authorized to execute any such writings on behalf of the SPV, to implement and carry out all formalities and compliances, if required, referred to above.

4.3.3 All registrations, benefits, incentives, exemptions, etc. which the SPV is eligible for and / or which are actually availed by the SPV, including but not limited to import export code, customs duty benefits on import of capital equipment and spares, customs duty benefits on import of raw materials and consumables, excise duty benefits on purchases made from local manufacturers in India, GST registration, registrations / licenses would be transferred to the Corporate Debtor on the Corporate Debtor intimating the concerned authority or undertaking the necessary actions for the transfer and / or the Board of the Corporate Debtor would be authorized to seek approval or enter into agreement with the concerned authority and / or undertake such other activity as is necessary for being

Page 49



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

eligible for such registrations, benefits, incentives, exemptions, etc. as were availed by SPV,

- 4.3.4 The authorized share capital of the SPV, as the transferor company, will be merged with the authorized share capital of the Corporate Debtor, as the transferee company. The Corporate Debtor will be entitled to take the benefit of the stamp duty and registration fees already paid by the SPV, as the transferor company, on its authorized share capital.
- 4.3.5 The SPV, as the transferor company, will stand dissolved without winding up.
- 4.3.6 In consideration for the amalgamation, the Corporate Debtor shall issue Equity Shares to the Resolution Applicant and its Nominees ("RA Equity Shares"), being the shareholders of the SPV, such that the Resolution Applicant and its Nominees shall hold the entire Equity Share capital of the Corporate Debtor as per the terms and conditions set out herein.
- 4.3.7 Upon implementation of the Resolution Plan and the terms and conditions of the Amalgamation, all existing Equity Share capital of the Corporate Debtor on and from the Amalgamation Effective Date but excluding the RA Equity Shares, which have been issued by the Corporate Debtor shall stand cancelled and extinguished and neither the Corporate Debtor nor the Resolution Applicant/SPV/Nominees shall be required to make any payment to the shareholders for the same.
- 4.3.8 The Standalone Capital Reduction is to be deemed to have become effective prior to the Amalgamation becoming effective.
- 4.3.9 Further, in terms of the IBC, approval of the shareholders of the Corporate Debtor to the transactions contemplated under the Plan including the merger shall be deemed to have been given on the NCLT Approval Date.
- 4.3.10 The Resolution Applicant and its Nominees will hold 100% of the total equity share capital of the Corporate Debtor upon the Amalgamation coming into effect.
- 4.3.11 The cut-off date for the purpose of the Amalgamation shall be the 'Amalgamation Effective Date' set out herein. The SPV shall stand amalgamated with the Corporate Debtor with effect from the 'Amalgamation Effective Date'. All future financial projections pertaining to the merged entity shall be prepared with effect from the 'Amalgamation Effective Date'.
- 4.3.12 **Accounting Treatment**

Upon the Amalgamation becoming effective, the Amalgamation of SPV with the Corporate Debtor shall give effect to the accounting treatment in its books of account in accordance with the accounting standards specified under section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rule, 2015, or any

Page 50



M

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

other relevant or related requirement under the Companies Act, 2013 as applicable on the Amalgamation Effective Date; more specifically:

- (a) The Corporate Debtor shall account for the Amalgamation of SPV with the Corporate Debtor in its books as "Reverse Acquisition" under Ind - AS 103 from the Amalgamation Effective Date. Accordingly, (i) the assets and liabilities of SPV shall be recognised and measured at its carrying value; (ii) assets and liabilities of Corporate Debtor as existing on the Amalgamation Effective Date will be accounted at their fair value based on the principles of reverse acquisition; and (iii) Inter-company investments and balances (if any) between the SPV and the Corporate Debtor shall stand cancelled.
- (b) All the equity shares of the Corporate Debtor held by the SPV shall stand cancelled.
- (c) The excess, if any, of the fair value of aggregate assets and aggregate liabilities of the Corporate Debtor as existed as on the Amalgamation Effective Date and as considered to have been acquired by the SPV based on the principles of reverse acquisition and the fair value of consideration issued as determined based on the principles of reverse acquisition shall be credited to "Capital reserve Account".
- (d) The excess, if any, of the fair value of consideration as determined based on the principles of reverse acquisition and the fair value of aggregate assets and aggregate liabilities of the Corporate Debtor as existed as at the Amalgamation Effective Date and considered to have been acquired by the SPV based on the principles of reverse acquisition shall be debited to "Goodwill Account".

The accounting of the Amalgamation based on this Resolution Plan will be implemented in its entirety from the Amalgamation Effective Date and cannot be accounted /adjusted in parts or discretely in the books of accounts of the Corporate Debtor prior to the Amalgamation Effective Date. The Resolution Applicant reserves the right to modify the accounting treatment.

4.3.13 Compliance with Tax Laws

- (a) This Amalgamation is proposed in compliance with the conditions relating to "Amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961 and other relevant provisions of the Income Tax Act, 1961.
- (b) On or after the Amalgamation Effective Date, the SPV and the Corporate Debtor are expressly permitted to revise, its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act, 1961, Wealth-tax Act, 1957 (including for the purpose of re-computing tax on book profits, wealth tax purposes and claiming other tax benefits), GST and other tax laws, and to claim refunds and / or credits for taxes paid, including but not limited to credits in respect of income tax, taxes deducted at source, advance tax, unexpired minimum alternate tax i.e. tax on book profits, GST, sales tax deferral, custom duty drawbacks, benefits of unutilized CENVAT credits, input tax credits, etc, and to claim tax benefits etc. and for matters incidental

Page 51



W

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

thereto, if required to give effect to the provisions of the Amalgamation from the Amalgamation Effective Date.

- (c) All tax assessment proceedings / appeals of whatsoever nature by or against the SPV pending and / or arising at the Approval Date and relating to the SPV shall be continued and / or enforced until the Amalgamation Effective Date as desired by the Corporate Debtor. As and from the Amalgamation Effective Date, the tax proceedings shall be continued and enforced by or against the Corporate Debtor in the same manner and to the same extent as would or might have been continued and enforced by or against the SPV.
- (d) Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the SPV with the Corporate Debtor or anything contained in this Resolution Plan.
- (e) Any tax liabilities under the Income Tax Act, 1961, Wealth-tax Act, 1957, Customs Act 1962, GST or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the SPV to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Amalgamation Effective Date shall be transferred to Corporate Debtor. Any surplus in the provision for taxation / duties / levies account including advance tax and tax deducted at source as on the date immediately preceding the Amalgamation Effective Date will also be transferred to the account of the Corporate Debtor.
- (f) Any refund under the Income Tax Act, 1961, Wealth-tax Act, 1957, Customs Act 1962, GST, or other applicable laws / regulations dealing with taxes / duties / levies allocable or related to the SPV and due to SPV consequent to the assessment made on SPV for which credit may or may not have been taken in the accounts as on the date immediately preceding the Amalgamation Effective Date shall also belong to and be received by the Corporate Debtor.
- (g) All taxes including income tax, tax on book profits, GST, excise duty, custom duty, etc. paid or payable by the SPV in respect of the operations and / or the profits of the Undertaking before the Amalgamation Effective Date, shall be on account of the SPV and, in so far as it relates to the tax payment (including, without limitation, income tax, tax on book profits, sales tax, excise duty, custom duty, GST etc.) whether by way of deduction at source, advance tax or otherwise howsoever, by the SPV in respect of the profits or activities or operation of the business after the Amalgamation Effective Date, the same shall be deemed to be the corresponding item paid by the Corporate Debtor and shall, in all proceedings, be dealt with accordingly. Further, any tax deducted at source by the SPV / Corporate Debtor on payables to Corporate Debtor / SPV respectively which has been deemed not to be accrued, shall be deemed to be advance taxes paid by the Corporate Debtor and shall, in all proceedings, be dealt with accordingly.
- (h) As and from the Amalgamation Effective Date, obligation for deduction of tax at source on any payment made by or to be made by the SPV under the Income Tax Act, 1961,

Page 52



W

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Wealth-tax Act, 1957, GST, customs law or other applicable laws / regulations dealing with taxes/ duties / levies shall be made or deemed to have been made and duly complied with by the Corporate Debtor.

- (i) Without prejudice to the generality of the above, all benefits, incentives, losses, tax reliefs, allowances, credits (including but not limited to income tax, credit for unexpired minimum alternate tax, GST sales tax, customs duty etc.) to which the SPV is entitled to in terms of applicable laws, shall be available to and vest in the Corporate Debtor.
- 4.3.14 On and from the Amalgamation Effective Date, as a part of the Amalgamation, the name of the Corporate Debtor (transferee company) shall stand changed and replaced with the name of the SPV, without any further act, deed or action on the part of the Corporate Debtor. The approval of this Resolution Plan by the Hon'ble NCLT shall be treated as if the necessary approvals required to have been obtained under the Companies Act, including consent of the board of directors and shareholders to such name change, as required by Governmental Authorities and under the Companies Act, together with the process laid down under the Companies Act, have been obtained and duly complied with and there shall be no requirement to conduct shareholder meetings for approving the said name change. The Corporate Debtor shall file the necessary forms with the ROC for intimation of such name change within the timelines prescribed under the Companies Act.
- 4.3.15 The Corporate Debtor and/or the SPV shall not be required to make any separate application before the Hon'ble NCLT under the provisions of the IBC and that the approval of this Resolution Plan by the Hon'ble NCLT shall be treated as if the necessary approvals required to have been obtained under the Companies Act, including consent of shareholders or creditors of the SPV and the Corporate Debtor and applications to any other appropriate authority, as required under the Companies Act, together with the process laid down under the Companies Act, have been obtained and duly complied with.
- 4.3.16 The approval of the Resolution Plan by the Hon'ble NCLT shall be deemed to be an order under Sections 230 to 232 of the Companies Act as well as an order under Section 66 of the Companies Act along with other applicable provisions of the Companies Act, sanctioning and approving the Amalgamation and all matters hereto. No further approval of the Hon'ble NCLT will be required to give effect to the provisions of the Amalgamation under the Companies Act.
- 4.3.17 The Amalgamation (including, the capital reduction) set out herein will be approved and implemented pursuant to the provisions of the IBC, specifically, Regulation 37 of the CIRP Regulations read with Section 31 of the IBC. The compliance with the provisions of the Resolution Plan shall be deemed to be in accordance with and constitute compliance with any and all provisions of law that would have otherwise applied to a similar Amalgamation or reduction of capital under the Companies Act, the Income Tax Act 1961 and/ or under rules/ circulars/ regulations issued thereunder.

Page 53



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

4.3.18 The approval of the Hon'ble NCLT pursuant to Section 31 of the IBC shall constitute adequate approval for issuance of the RA Equity Shares, pursuant to the Resolution Plan, in accordance with all provisions of Applicable Law. Accordingly, no further approval or consent shall be necessary from any other Person/ Governmental Authority in relation to either of these actions under any agreement, the Constitutional Documents of the Corporate Debtor or under any Applicable Law.

4.4 Treatment of the Financial Debt

4.4.1 On the Trigger Date, the entire Financial Debt (over and above the Deferred Debt) shall stand released and extinguished, the same being transferred to capital reserve or capital redemption reserve at the discretion of the Resolution Applicant. The amount in capital reserve or capital redemption reserve may be utilised at the discretion of the Resolution Applicant for the issue of bonus shares in accordance with Applicable Laws.

All Existing Security Interest created by the Corporate Debtor in favour of the Secured Financial Creditors shall stand released and relinquished upon the payment/prepayment of their entire respective entitlements, as per the terms of the Resolution Plan. Immediately upon payment of the Deferred Cash /prepayment of their respective entire entitlements, the Secured Financial Creditors/security trustee shall handover the title documents of the Corporate Debtor and its assets to the Resolution Applicant and shall (i) immediately release the Existing Security Interest to the Resolution Applicant/its Nominees/Corporate Debtor; and (ii) issue letters/no-objection certificate and no dues certificate releasing the charge/security on the Existing Security Interest.

In the event, any of the Financial Creditors do not take requisite actions or sign/execute the requisite assignment deeds and other documents for Transfer of the Deferred Debt as per this Resolution Plan, if so required by the Resolution Applicant, the Deferred Debt of such Financial Creditors shall be deemed to have been Transferred/assigned to the SPV/Resolution Applicant/Nominees as per this Resolution Plan on the payment/prepayment of the entire Deferred Debt and the Resolution Applicant/Nominees being the party entitled to such Deferred Debt as per this Resolution Plan on the entire payment shall automatically (without requiring any action on the part of the Financial Creditors) become entitled to all rights, title and interest as if such assignment deed or other document has been duly and validly executed by such Financial Creditor.

4.4.2 Subject to paragraph 4.4.3 below (*No Subrogation Right*), the Resolution Plan shall not affect the validity and enforceability of the Existing Guarantees and the Financial Creditors shall be entitled to take all steps and remedies and recourse available to them in Applicable Law for the recovery of the unrecovered amounts from such guarantors under their respective documents. It is clarified that the Creditors may continue with any Proceedings initiated against the Existing Guarantors, however, they shall file necessary applications for removing the Corporate Debtor as a party to such Proceedings.

4.4.3 **No Subrogation Right:** The Existing Guarantors who have provided any form of security and / or guarantees (including the Existing Guarantees) for and on behalf of,

Page 54



②

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

and / or an order to secure any obligations of the Corporate Debtor (whether by the way of hypothecation, pledge, mortgage or otherwise), shall not be entitled to exercise any right of subrogation in respect of such arrangement against the Corporate Debtor and they shall have no rights or claims against Corporate Debtor and / or its assets and / or the Resolution Applicant and all rights of subrogation and claims arising therefrom are deemed to have been waived and shall stand extinguished. In other words, since the subrogation rights are unsecured rights, their liquidation value, as provided above, shall be NIL and accordingly, settlement amounts payable to them is NIL.

4.5 **EMD 1 and EMD 2**

4.5.1 The Resolution Applicant has deposited a refundable earnest money deposit ("EMD 1") of Rs. 1,00,00,000/- (Rupees One Crore only) at the time of submission expression of interest.

4.5.2 The Resolution Applicant has deposited an additional refundable Earnest Money Deposit ("EMD 2") of Rs. 5,00,00,000/- (Rupees Five Crore only) at the time of submission of this Resolution Plan.

4.5.3 It is hereby clarified that the amounts of EMD 1 and EMD 2 deposited by the Resolution Applicant shall be adjusted towards the payment of the Upfront Cash by the Resolution Applicant, as per the terms of the RFRP. Further, EMD 1 and EMD 2 shall be immediately refunded as per the terms of the RFRP, in the event, this Resolution Plan is not approved by the COC or the Adjudicating Authority.

4.6 **Performance Bank Guarantee ("PBG")**

4.6.1 The Resolution Applicant shall provide the Performance Bank Guarantee of Rs 10,00,00,000/- (Rupees Ten Crore only) either in the form of Bank Guarantee or demand draft as deemed fit in favour of Corporate Debtor within 7 days of receipt of written intimation by way of Letter of Intent of CoC's approval of the Resolution Plan in accordance with the RFRP.

4.6.2 Simultaneously with payment of the final instalment of the Deferred Cash or any prepayment thereof, the PBG shall be released to the Resolution Applicant.

4.7 **Manner of Payments**

4.7.1 The Resolution Applicant shall make payment of various components to the Financial Creditors in such mode / manner and in such bank account as may be required by the COC/RP. The Upfront Cash shall be utilised in the order of priority set out in Paragraph 3 of this Resolution Plan.

5. **MANAGEMENT AND CONTROL OF AFFAIRS OF THE CORPORATE DEBTOR**

5.1 **From the COC Approval Date up to the NCLT Approval Date**

Page 55



True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- 5.1.1 From the submission of this Resolution Plan up to the NCLT Approval Date, the Resolution Professional shall subject to the provisions of Paragraph 6.1 of this Resolution Plan, continue to manage the business and operation of the Corporate Debtor as per the requirement of Section 23(1) (proviso) of the IBC.
- 5.1.2 As an integral part of this Resolution Plan, the Resolution Professional shall, immediately on the COC Approval Date undertake to do the following and do all acts, deeds and things in connection with the same ("**RP Actions**") and shall ensure that the said RP Actions are effected and completed on or before the NCLT Approval Date:
- (i) Making necessary filings as required under Companies Act from time to time as per the statutory requirements till the NCLT Approval Date;
 - (ii) Preparing the Financial Statements of the Corporate Debtor till the NCLT Approval Date;
 - (iii) Making necessary GST filings and other Tax filings till the NCLT Approval Date;
 - (iv) Apply and obtain renewals for all operating licences and insurances for the factory and assets of the Corporate Debtor such that the operations of the Corporate Debtor can be restarted on the NCLT Approval date;
 - (v) Complying with all other statutory filings applicable to the Corporate Debtor (including renewal of Licenses and Approvals, insurance policies etc.) till the NCLT Approval Date; and
 - (vi) Such other acts, deeds and things required by the Resolution Applicant.

5.2 From NCLT Approval Date upto Trigger Date

During the period from the NCLT Approval Date and up to the Trigger Date, the Corporate Debtor shall be managed by the Monitoring Committee, as set out in this Resolution Plan, which shall be immediately appointed as per the terms hereof upon sanction of the Resolution Plan by the NCLT.

5.3 On and after the Trigger Date

- 5.3.1 On the Trigger Date, simultaneously with the infusion of the Upfront Cash, the SPV shall subscribe to the shares of the Corporate Debtor as per the provisions of Paragraph 4.2 of this Resolution Plan. Thereafter, upon the issuance of the RA Equity Shares, pursuant to the implementation of the Resolution Plan and the Amalgamation, the Resolution Applicant and its Nominees shall hold the entire share capital of the Corporate Debtor.
- 5.3.2 Immediately on the Trigger Date, the Resolution Professional/Monitoring Committee shall begin the process of delivering and handing over to the Resolution Applicant, the physical custody of all the dossiers, master files, technical files, computerised books and records and other storage media in whatever format (including any specialised or custom-made software required to access data, all passwords to any electronic media/storage, IT Systems etc.) and all records and documents in any and all forms - physical or electronic with respect to the business of the Corporate Debtor and within a

Page 56



(Handwritten initials)

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

period of 5 (Five) Business Days from the Trigger Date, the Resolution Professional/Monitoring Committee shall cause the actual delivery of the aforesaid to the Resolution Applicant.

- 5.3.3 The Monitoring Committee shall continue in force till the payment of the last instalment of Deferred Cash (or prepayment of the entire Deferred Cash) is made by the Resolution Applicant to the Secured Financial Creditors under this Resolution Plan for the sole purpose of monitoring the payments to stakeholders as enumerated in this Resolution Plan.
- 5.3.4 On and from the Trigger Date, the Corporate Debtor and its day to day operations shall be managed by the Reconstituted Board. After the Trigger Date, the Monitoring Committee shall be responsible only for monitoring the Deferred Cash payments due under the Resolution Plan. Once the Deferred Cash is paid by the Resolution Applicant, the Monitoring Committee shall cease to exist. It is hereby clarified that on and after the Trigger Date, the Corporate Debtor shall solely be managed by the Resolution Applicant and the Monitoring Committee shall not interfere with the management of the Corporate Debtor nor shall any consent of the Monitoring Committee be required for any action to be taken by the Resolution Applicant/Corporate Debtor.
- 5.4 **Reconstitution of the Board and other matters**
- 5.4.1 On the Trigger Date, the Resolution Applicant/SPV/its Nominees shall reconstitute the Board of Directors of the Corporate Debtor ("**Reconstituted Board**") by appointing the directors nominated by the Resolution Applicant/SPV/its Nominees on the Board.
- 5.4.2 Immediately after formation of the Reconstituted Board, the Corporate Debtor shall be managed by the Reconstituted Board. Thereafter, the day – to – day operation and management of the Corporate Debtor shall be responsibility of the Resolution Applicant/SPV/its Nominees, in accordance with the terms and conditions of this Resolution Plan. It is hereby clarified that upon the reconstitution of the Board, the Corporate Debtor shall solely be managed by the Resolution Applicant and the Monitoring Committee shall not interfere with the management of the Company nor shall any consent of the Monitoring Committee be required for any action to be taken by the Resolution Applicant/Corporate Debtor. The Monitoring Committee shall continue to exist till the Deferred Cash (or prepayment of the entire Deferred Cash) is paid in accordance with the terms of this Plan. After the Trigger Date, the Monitoring Committee shall be responsible only for monitoring the Deferred Cash payments due under the Resolution Plan. Once the Deferred Cash is paid by the Resolution Applicants, the Monitoring Committee shall cease to exist.
- 5.4.3 On the Trigger Date, the SPV and the Nominees shall subscribe to the Equity Shares of the Corporate Debtor, and the Corporate Debtor shall issue such Equity Shares.
- 5.4.4 Simultaneously with the subscription of the Equity Shares by the SPV and the Nominees, the Standalone Capital Reduction will take effect.

Page 57



R

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

5.4.5 From the Trigger Date, the Resolution Applicant/SPV/its Nominees reserves the right to streamline/restructure the operations, assets, and/or businesses of the Corporate Debtor or any of their undertakings through arrangements, reconstructions, restructurings, mergers, sale of assets (other than the fixed assets charged to the existing Secured Financial Creditors) or securities or any other form of reorganization, renegotiation of existing agreements or arrangements. Such decisions will be taken in accordance with business requirements, changes in economic circumstance or as the Resolution Applicant may deem fit. The Resolution Applicant/SPV/its Nominees shall have a right to sell the assets of the Corporate Debtor after the Trigger Date subject to the following:

- (i) If the purpose of such sale of assets is to replace some existing assets of the Corporate Debtor which require replacement or refurbishment, the proceeds of such sale is used for such replacement or refurbishment;
- (ii) In any other case, if the Resolution Applicant sells the assets of the Corporate Debtor prior to the payment of the Deferred Cash, the proceeds of such sale shall be utilised towards the payment of the Deferred Cash, to the extent required.

5.5 Existing workmen and employees of the Corporate Debtor

5.5.1 All officers, employees and workmen of the Corporate Debtor along with all liability of the Corporate Debtor towards them including their employment benefits shall stand terminated and discharged without any additional liability on the Corporate Debtor. For the avoidance of any doubt, it is hereby clarified that neither the Corporate Debtor nor the Resolution Applicant shall be required to make payment of any severance package(s), indemnity(ies) and / or damages / compensation for the termination of the officers, employees and workmen.

5.5.2 The Corporate Debtor/Resolution Applicant shall be entitled to enter into new employment contracts, renegotiate the remuneration and stipulate fresh conditions of employment for appointment of its officer, employees and workmen (including existing persons) as per its requirement and policies shall also have the right to stipulate the new terms on case to case basis, in accordance with law.

5.6 Amendment of the Constitutional Documents of the Corporate Debtor

5.6.1 For the purpose of effective implementation of the Resolution Plan and management of the Corporate Debtor, the authorised share capital of the Corporate Debtor shall stand restructured, recategorised and increased to such extent as may be required to enable restructuring of the paid-up share capital of the Corporate Debtor, if applicable. The said increase shall take effect by virtue of the sanction of this Resolution Plan. The Corporate Debtor shall file necessary ROC forms for the said increase of the authorised share capital, if required, as per Applicable Law. Further for effective implementation of the Resolution Plan, any further changes as necessary to the constitutional documents shall be deemed to have been approved by NCLT.

Page 58



W

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

5.6.2 The Corporate Debtor shall file necessary ROC forms recording the aforesaid modification of the Constitutional Documents as per the terms and conditions of this Resolution Plan within the timelines under the Applicable Laws.

5.7 Eligibility details in relation to each of the resolution applicants and connected persons under section 29A:

Sr. No.	Particulars	For MBPL
1	Is an undischarged insolvent	No
2	Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949)	No
3	At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor	No
4	Has been convicted for any offence punishable with imprisonment: (i) for two years or more under any act specified under the Twelfth Schedule; or (ii) for seven years or more under any other law for the time being in force	No
5	Is disqualified to act as a director under the Companies Act, 2013 (18 of 2013)	No
6	Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;	No
7	Has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code	No
8	has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part	No
9	Is subject to any disability, corresponding to clauses 1 to 8 hereinabove, under any law in a jurisdiction outside India	No
10	Has a connected person not eligible under clauses 1 to 9 hereinabove	No

Page 59



W

True Copy

[Signature]
Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

6. TERM, IMPLEMENTATION AND SUPERVISION OF THE RESOLUTION PLAN

6.1 Supervision of the Resolution Plan from the date of submission of PBG till the appointment of the Monitoring Committee:

- 6.1.1 On and from the date of submission of PBG, till the time the Monitoring Committee (*defined hereinafter*) is formed, in accordance with Paragraph 6.2 below, and begins supervision of the Resolution Plan, the Corporate Debtor shall (and the Resolution Professional and COC shall ensure that):
- (i) Carry on the business with reasonable diligence and business prudence and ensure with reasonable effort that the realisable net Current Assets position of the Corporate Debtor as per the Liquidation Value of the Corporate Debtor is maintained;
 - (ii) Not incur any Additional Indebtedness, encumber its assets or Transfer its assets, other than in the ordinary course of business as may be required to continue the Corporate Debtor as a going concern;
 - (iii) Except as provided in the Resolution Plan, not make any change in capital structure of the Corporate Debtor either by way of any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of the Corporate Debtor, except with prior written consent of the Resolution Applicant;
 - (iv) Other than at the request of the Resolution Applicant not alter or expand the Corporate Debtor's business, or undertake (i) any material decision in relation to its business and affairs and operations other than that in the ordinary course of business; (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and (iii) any new business, or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business;
 - (v) Other than at the request of the Resolution Applicant not alter or expand the Corporate Debtor's business, or undertake (i) any material decision in relation to its business and affairs and operations other than that in the ordinary course of business; (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and (iii) any new business, or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business;
 - (vi) Except as provided in the Resolution Plan, not write down or write up the value of, or revalue any assets of the Corporate Debtor, except with prior written consent of the Resolution Applicant;

Page 60



29

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- (vii) Except as provided in the Resolution Plan, not write back of the liabilities of the Corporate Debtor, except with prior written consent of the Resolution Applicant;
 - (viii) Not 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;
 - (ix) Not acquire shares in or invest in any other Person, whether through subscription or purchase or otherwise in relation to Corporate Debtor; (ii) create partnerships, subsidiaries or joint ventures in relation to the Corporate Debtor; (iii) make business arrangements in the nature of revenue sharing, profit sharing or assets sharing in relation to the Corporate Debtor; or (iv) make modifications to, termination of arrangements (falling within the aforementioned categories) existing as on the date of this Resolution Plan or subsequently effected in relation to Corporate Debtor;
 - (x) Not repay any loans, advances or any other amounts that may be required to be repaid, set-off, redeemed, prepaid or reimbursed, save and except for amounts specifically required to be repaid, set-off, redeemed, prepaid or reimbursed under the Resolution Plan (including the CIRP Costs);
 - (xi) Other than at the request of the Resolution Applicant, not 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;
 - (xii) Not amend the charter documents of the Corporate Debtor except as specified in this Resolution Plan;
 - (xiii) Not pay, discharge or satisfy any material claim, liability or obligation of the Corporate Debtor other than in the ordinary course of business; and
 - (xiv) Not merge, restructure, consolidate, amalgamate, liquidate, wind up or dissolve the Corporate Debtor, or commence any proceedings.
- 6.1.2 The Resolution Professional shall ensure that all the statutory filings including income tax returns, annual returns, Companies Act compliances required to be complied with/filed by the Corporate Debtor are completed by the Resolution Professional, on behalf of the Corporate Debtor in accordance with Applicable Laws upto the Trigger Date.
- 6.1.3 On and from the date of submission of PBG, till the time the Monitoring Committee is formed in accordance with Paragraph 6.2 below and begins supervision of the Resolution Plan, the Resolution Applicant may request the Resolution Professional (and such a

Page 61



2

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

request shall not unreasonably be not considered to be acted upon immediately) to streamline the operations (including inter alia re-negotiation of existing agreements or arrangements or contracts for sourcing of raw materials or sale of finished products, availing or providing new working capital, appointment / termination of suitable key managerial personnel to manage operations) and overall business activity of the Corporate Debtor with an objective of conserving and/or growing the value of its business.

6.2 Supervision of the Resolution Plan from the NCLT Approval Date:

- 6.2.1 The Resolution Professional shall be responsible for completing the RP Actions, prior to the NCLT Approval Date, in accordance with the terms of this Resolution Plan. On and from the NCLT Approval Date, a monitoring committee ("**Monitoring Committee**") shall be appointed for the Corporate Debtor. The Monitoring Committee shall comprise of the Insolvency Professional, one representative of the COC and one member nominated by the Resolution Applicant. The Monitoring Committee shall supervise the implementation of the Resolution Plan and shall be required and entitled to do all such acts, deeds, matter and things as may be necessary, desirable or expedient in order to supervise implementation of this Resolution Plan and shall act under the supervision of the NCLT upto the Trigger Date. On and from the NCLT Approval Date till the Trigger Date, the day to day functioning of the Corporate Debtor shall be controlled and managed by the Monitoring Committee, in accordance with the terms of this Resolution Plan. All decisions of the Monitoring Committee shall be taken by the simple majority of the members of the Monitoring Committee and shall require the affirmative vote of the Resolution Applicant at all times.
- 6.2.2 The expenses/ reimbursements of the Monitoring Committee shall be met from the internal accruals/ receivables of the Corporate Debtor in the first instance. Any shortfall shall be met by the Resolution Applicant.
- 6.2.3 The powers of the existing Board of directors of the Corporate Debtor shall remain suspended till the formation of the Reconstituted Board and the said powers shall be discharged by the Monitoring Committee constituted as per the provisions of this Resolution Plan. The members of the Monitoring Committee shall be subject to and bound by the terms of this Resolution Plan. All filings required to be made to the Registrar of Companies (ROC) as per the provisions of the Companies Act for change in composition of board of directors shall be complied with by the Resolution Professional/ existing Board of Directors, and/ or the Reconstituted Board, as the case may be.
- 6.2.4 After the Trigger Date, the Monitoring Committee shall be responsible for only monitoring the Deferred Cash payments due under the Resolution Plan. Once the entire Deferred Cash (including any prepayment) is paid by the Resolution Applicant, the Monitoring Committee shall cease to exist. It is hereby clarified that on and after the Trigger Date, the Corporate Debtor shall solely be managed by the Resolution Applicant and the Monitoring Committee shall not interfere with the management of the Company nor shall

Page 62



W

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

any consent of the Monitoring Committee be required for any action to be taken by the Resolution Applicant/Corporate Debtor.

- 6.2.5 On and from the NCLT Approval Date till the management is taken over by the Reconstituted Board, the Corporate Debtor shall (and Monitoring Committee shall ensure that):
- (i) Carry on the business with reasonable diligence and business prudence and ensure with reasonable effort that the realisable net Current Assets position of the Corporate Debtor as per the Liquidation Value of the Corporate Debtor is maintained;
 - (ii) Not incur any Additional Indebtedness, encumber its assets or Transfer its assets, except with prior written consent of the Resolution Applicant other than in the ordinary course of business as may be required to continue the Corporate Debtor as a going concern;
 - (iii) Except as provided in the Resolution Plan, not make any change in capital structure of the Corporate Debtor either by way of any increase (by issue of equity shares, bonus shares, convertible debentures or otherwise), decrease, reduction, reclassification, sub-division or consolidation, re-organisation or in any other manner, which would have the effect of re-organisation of capital of the Corporate Debtor, except with prior written consent of the Resolution Applicant;
 - (iv) Other than at the request of the Resolution Applicant not alter or expand the Corporate Debtor's business, or undertake (i) any material decision in relation to its business and affairs and operations other than that in the ordinary course of business; (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business); and (iii) any new business, or discontinue any existing business or change the capacity of facilities other than that in the ordinary course of business;
 - (v) Other than at the request of the Resolution Applicant not 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;
 - (vi) Except as provided in the Resolution Plan, not write down or write up the value of, or revalue any assets of the Corporate Debtor, except with prior written consent of the Resolution Applicant;
 - (vii) Except as provided in the Resolution Plan, not write back of the liabilities of the Corporate Debtor, except with prior written consent of the Resolution Applicant;
 - (viii) Except with prior written consent of the Resolution Applicant, not grant to any third party, any rights, privileges or licenses over any Assets or rights in relation

Page 63



21

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

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;

- (ix) Except with prior written consent of the Resolution Applicant, not initiate or settle any litigations in relation to the assets, or make any submissions under any pending dispute or litigation undertaking any additional obligations pertaining to the assets of the Corporate Debtor;
- (x) Not acquire shares in or invest in any other Person, whether through subscription or purchase or otherwise in relation to Corporate Debtor; (ii) create partnerships, subsidiaries or joint ventures in relation to the Corporate Debtor; (iii) make business arrangements in the nature of revenue sharing, profit sharing or assets sharing in relation to the Corporate Debtor; or (iv) make modifications to, termination of arrangements (falling within the aforementioned categories) existing as on the date of this Resolution Plan or subsequently effected in relation to Corporate Debtor except with prior written consent of the Resolution Applicant;
- (xi) Not repay any loans, advances or any other amounts that may be required to be repaid, set-off, redeemed, prepaid or reimbursed except with prior written consent of the Resolution Applicant, save and except for amounts specifically required to be repaid, set-off, redeemed, prepaid or reimbursed under the Resolution Plan (including the CIRP Costs);
- (xii) Other than at the request of the Resolution Applicant, not 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;
- (xiii) Other than at the request of the Resolution Applicant, not 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;
- (xiv) Other than at the request of the Resolution Applicant, not 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;
- (xv) Not 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 except with prior written consent of the Resolution Applicant;

Page 64



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- (xvi) Other than at the request of the Resolution Applicant, not approve or incur any capital expenditure or commitment in relation to the Corporate Debtor;
 - (xvii) Other than at the request of the Resolution Applicant, not incur, issue, assume, extend, or guarantee any new or additional obligations or enter into new banking or payment channels with respect to the Corporate Debtor;
 - (xviii) Not amend the charter documents of the Corporate Debtor except as specified in this Resolution Plan;
 - (xix) Not pay, discharge or satisfy any material claim, liability or obligation of the Corporate Debtor other than in the ordinary course of business except with prior written consent of the Resolution Applicant;
 - (xx) Not shift the registered office of the Corporate Debtor outside the state in India, in which such office is currently located without the prior written consent of the Resolution Applicant; and
 - (xxi) Not merge, restructure, consolidate, amalgamate, liquidate, wind up or dissolve the Corporate Debtor, or commence any proceedings without the prior written consent of the Resolution Applicant.
- 6.2.6 Upon constitution of the Monitoring Committee, the Resolution Applicant may request the Monitoring Committee (and such a request shall not unreasonably be not considered to be acted upon immediately) to streamline the operations (including inter alia re-negotiation of existing agreements or arrangements or contracts for sourcing of raw materials or sale of finished products, availing or providing new working capital, appointment / termination of suitable key managerial personnel to manage operations) and overall business activity of the Corporate Debtor with an objective of conserving and/or growing the value of its business.
- 6.2.7 Immediately on the Trigger Date, the Reconstituted Board of the Corporate Debtor shall take over the control and management of the Corporate Debtor and the existing board of Directors shall be deemed to have resigned as directors from the Board of the Corporate Debtor from the NCLT Approval Date. Any actions taken by or agreed to be taken by the previous management of the Corporate Debtors which has been not otherwise addressed in this Resolution Plan, shall stand abated and will not be binding on the Resolution Applicant and/or the Corporate Debtor.
- 6.2.8 On and from the NCLT Approval Date till the Reconstituted Board takes over, the Resolution Professional/Monitoring Committee shall ensure that all the statutory filings including income tax returns, annual returns, Companies Act compliances required to be complied with/filed by the Corporate Debtor are completed by the Resolution Professional//Monitoring Committee on behalf of the Corporate Debtor in accordance with Applicable Laws.

Page 65



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

6.3 Term of the Resolution Plan and Implementation Schedule

- 6.3.1 In terms of Section 31(1) of the IBC, this Resolution Plan shall be binding on the Corporate Debtor and its promoters, suspended Board and its members, employees, members, creditors, including the Central Government, any State Government or any local authority to whom a Debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders of the Corporate Debtor on and from the date on which this Resolution Plan is approved by the NCLT.
- 6.3.2 The Resolution Plan shall not be subject to any expiry and shall remain valid and binding on the Corporate Debtor, the Resolution Applicant and all other stakeholders of the Corporate Debtor on and from the NCLT Approval Date, subject to Paragraph 6.3.3 and 6.3.4 below.
- 6.3.3 In the event a Force Majeure Event occurs on or prior to the NCLT Approval Date or remains continuing on the Trigger Date, the Resolution Applicant shall have the right to renegotiate/revise the payment obligations set out in the Financial Proposal hereto and approach the NCLT or relevant adjudicating authority with such revised terms. It is hereby clarified that the Resolution Applicant shall not be required to fulfil any obligations set out under the Plan during such Force Majeure Period. Upon the occurrence of a Force Majeure Event at any time, the period during which the Force Majeure subsists shall be excluded from any timelines (including payment timelines contemplated under the Financial Proposal) and the timelines for such obligations/payment shall accordingly stand extended by such Force Majeure period.
- 6.3.4 In the event of any court or appropriate judicial authority passes an order directing reversal or rescindment of the Resolution Plan at any point in time in future, the parties (including the Resolution Applicant, Corporate Debtor, Creditors and stakeholders) shall stand at the same position as they were prior to the approval of the Resolution Plan and all actions taken under this Resolution Plan shall automatically stand reversed and necessary actions shall be taken by the relevant parties to give effect to the same within 30 (Thirty) days of the date of any such order of reversal or rescindment.
- 6.3.5 The list of activities to be undertaken as part of the resolution process and the indicative timelines for implementation of this Resolution Plan upon becoming effective is as set out in the table herein below.

Sr. No.	Activity	Time Line (days)
PHASE I – Approval process for the Proposed Resolution Plan		
1.	Approval by NCLT	E
2.	Notice on the Company's Website	

Page 66



W

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

3.	Intimation to MCA, RBI, Tax authorities and various other statutory authorities (as applicable)	E+14
4.	Intimation to all Creditors, and other stakeholders of the Company	
PHASE II - SETTLEMENT OF CREDITORS		
5.	Payment of CIRP Costs as approved by CoC	E+90
6.	Payment to Operational Creditors	E+90
7.	Payment of the proportionate amount to the Dissenting Financial Creditors from the Upfront Cash and simultaneous execution of the Agreement to Assign the Deferred Debt by the Dissenting Financial Creditors	E+90
8.	Upfront Payment to Secured Financial Creditors and simultaneous execution of the Agreement to Assign the Deferred Debt by the Secured Financial Creditors	E+90
9.	Issuance of OCRPS to Unsecured Financial Creditors, with redemption as per the terms of the resolution Plan	E+90
10.	Standalone Capital Reduction, issuance/allotment of Equity Shares of the Corporate Debtor to the SPV, appointment of the Reconstituted Board.	E+90
11.	Amalgamation becoming effective: Amalgamation i.e., the merger of the SPV into the Corporate Debtor and issue of equity shares of the Corporate Debtor as consideration to shareholders of the SPV.	Post the Trigger Date (i.e., Amalgamation Effective Date)
PHASE III – IMPLEMENTATION OF PROPOSED RESOLUTION PLAN		
12.	Management of Company <ul style="list-style-type: none"> • Re-constitution of Board of Directors • Setting up of management team and control systems • Completion of Definitive Documents • Identification of contractors and execution of documents 	E+90
13.	Change in Memorandum and Articles of Association and other documentation as required under the proposed plan. Obtaining requisite approvals, wherever required	E+120
14.	Restarting the operations of the Corporate Debtor	E+365
15.	Improvement in operations	Within 1 to 3 Years
16.	(i) Payment of Deferred Cash; (ii) Release of Existing Security and issuance of no dues/no objection certificate;	E +1915 (or such earlier timeline in case of prepayment)

Page 67



W

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

	(iii) Execution of Assignment Agreement (at the option of the Resolution Applicant/its Nominees) (iv) Release of PBG. The timelines shall stand adjusted in case of prepayment of the Deferred Cash at the option of the Resolution Applicant in its sole discretion as per the terms of the Resolution Plan.	
17.	Redemption of OCRPS	E + 7390

- 6.3.6 In order to successfully implement the Resolution Plan, the Corporate Debtor/Resolution Applicant may be required to make certain filings with various authorities including the ROC and Governmental Authorities. The Resolution Professional, in his capacity in the Monitoring Committee shall file all the forms that will be required for implementation of the Resolution Plan and will sign or cause the relevant officers of the Corporate Debtor to sign all applications on behalf of the Corporate Debtor that are proposed to be made to any other Governmental Authorities for implementation of this Resolution Plan within the timelines set out in the Implementation Schedule above or within the prescribed statutory timelines.
- 6.3.7 The Resolution Plan shall ipso facto form part of the NCLT Approval Order approving the Resolution Plan. In the event the Resolution Plan is approved by the NCLT with any modification/variation in the commercial/financial/payment or other terms of the Resolution Plan which results in any further liabilities being imposed on the Resolution Applicant, then such variance, change, revision, modification or amendment shall be binding upon the Resolution Applicant only with the prior written and signed acceptance of the Resolution Applicant.
- 6.4 Compliances for appointment of the Reconstituted Board, for Standalone Capital Reduction, Amalgamation, Change of name etc. as set out in Paragraph 4 and 5 of this Resolution Plan**
- 6.4.1 The approval of this Resolution Plan by the Hon'ble NCLT shall be treated as if the necessary approvals required to be obtained for the appointment of the Reconstituted Board, for Standalone Capital Reduction and amendment of the Constitutional Documents, change of name (if any), Amalgamation under the Companies Act and / or under any other Applicable Laws, including consent of Existing Shareholders and the Creditors of the Corporate Debtor, as required under the Companies Act and / or under any other Applicable Laws, together with the process laid down under the Companies Act and / or any other Applicable Laws, have been obtained and duly complied with.
- 6.4.2 Subject to the above, the Corporate Debtor, the Resolution Applicant, as applicable, shall take appropriate corporate actions necessary for implementation of all the provisions of this Resolution Plan, including: (i) filing of appropriate documents or forms with relevant

Page 68



W

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

regulatory authorities, (ii) issuance of shares and instruments as provided in the Resolution Plan, and (iii) regular compliance as per the Applicable Law.

7. OTHER RELEVANT PROVISIONS

7.1 Statement in relation to dealing with all stakeholders of the Corporate Debtor

We, the Resolution Applicant, state that this Resolution Plan for the Corporate Debtor has dealt with the interest of all stakeholders of the Corporate Debtor including financial creditors and operational creditors, as per the terms set out in this Resolution Plan. The treatment of each stakeholder has been set out in Paragraph 3 hereinabove.

7.2 Additional Funds Infusion by way of Loan towards Refurbishment/ Critical Capex

An amount of upto Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crore only) shall be contributed by the Resolution Applicant by way of loan and equity to the Corporate Debtor, on a need basis which shall be utilised for refurbishment of the existing plant and machinery of the Corporate Debtor and for setting up a captive power plant and coke oven batteries so as to make the plant operations, cost effective.

7.3 Confidentiality

7.3.1 "Confidential Information" shall mean any and all information and other materials disclosed furnished, communicated or supplied by the Resolution Applicant or their Representatives to the Resolution Professional, the members of the Committee of Creditors, the stakeholders of the Corporate Debtor and their directors, officers, managers, employees (including those on secondment), affiliates, representatives, consultants, advisors, legal, financial and professional advisors and bankers (collectively, "Representatives") as a part of the expression of interest, this Resolution Plan and in response to the Invitation for EOI, the RFRP and subsequent requests received relating thereto, in written or electronic or verbal form including without limitation, the following types of how information of similar nature: any commercial and/or financial information, improvement, know how, intellectual property, discovering, ideal, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information of the Resolution Applicant and its group, any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Resolution Applicant or its team members, including advisors or their representatives (as the case may be) except for internal use of the CoC for disseminating to its different offices or its legal advisors for taking necessary decision / advice on this Resolution Plan.

7.3.2 All Confidential Information furnished by the Resolution Applicant shall be governed by the provisions of the Non-Disclosure Agreement signed with the Resolution Professional,

Page 69



True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

if any. Confidential Information shall not be disclosed to any person who is not officially concerned with the Resolution Plan Submission Process or is not a retained professional advisor, advising PA and/ or the Resolution Professional in relation to, or matters arising out of, or concerning the Resolution Plan Submission Process.

7.3.3 The Resolution Professional, the members of the Committee of Creditors and their Representatives:

- (a) agree to use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information;
- (b) shall ensure compliance with Applicable Law and specifically with the IB Code and the CIRP Regulations, with respect to Confidential Information received pursuant to the RFRP;
- (c) undertakes to make use of the Confidential Information solely for the purpose of the Resolution Plan or such other purpose pursuant to this RFRP;
- (d) shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such Representatives who are expressly authorised by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis;
- (e) shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by them or their Representative, except for sharing of Confidential Information as required in relation to this RFRP; and
- (f) shall ensure that no Confidential Information is revealed without the prior written consent of the Resolution Applicant, unless such disclosure is required under any Applicable Laws.

The Resolution Applicant shall be entitled to injunctive relief, specific performance and other remedies to enforce this Clause 7.3.

7.4 Assumptions and Qualifications

7.4.1 This Resolution Plan has been prepared on the basis of the Information Memorandum, the information of the Corporate Debtor as made available by the Resolution Professional of the Corporate Debtor on the VDR Database and the following assumptions:

- (a) All the claims for the entire Financial Debt of the Corporate Debtor have been duly made and submitted by all the Financial Creditors of the Corporate Debtor to the Resolution Professional and all of the Claims admitted are fully covered hereto are true, correct, complete, accurate and not misleading in any respect, and there are no other claims or any other Financial Debt of the Corporate Debtor apart from what is stated hereto. In the event, any more Claims for Financial Debt are admitted, the Financial Creditors of such Claims shall be

Page 70



True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

entitled to receive only from the amounts agreed to be paid under this Resolution Plan as per their relevant category and the amounts payable to that category of the Financial Creditors shall stand reduced and adjusted accordingly. The Resolution Applicant shall not be liable to make any payment over and above the total amounts proposed under this Resolution Plan (except to the extent of payments required towards the Outstanding CIRP Cost).

- (b) All the claims of the Operational Creditors duly claimed and admitted by the Resolution Professional and approved by the COC are true, correct, complete, accurate and not misleading in any respect, and there are no other claims or any other Operational Debt of the Corporate Debtor apart from what is stated hereto. In the event, any more Claims for Operational Debt are admitted, the Operational Creditors of such Claims shall be entitled to receive only from the amounts agreed to be paid under this Resolution Plan as per their relevant category and the amounts payable to that category of Operational Creditors shall stand reduced and adjusted accordingly. The Resolution Applicant shall not be liable to make any payment over and above the total amounts proposed under this Resolution Plan (except to the extent of payments required towards the Outstanding CIRP Cost).
- (c) There are no Persons including any Operational Creditors and claims who have the benefit of any 'security interest' (as defined under Section 3(31) of the Code) against the Corporate Debtor or over any of its assets or rights, other than the Secured Financial Creditors and their claims thereto.
- (d) All Licenses and Permissions, Approvals, Environmental Clearances, pre-qualifications and related licenses of the Corporate Debtor, including in relation to all its properties, utilities, facilities, establishments, undertakings, operations, are fully valid, effective and enforceable. All Licenses and Permissions, Approvals, Environmental Clearances, of the Corporate Debtor that have lapsed, expired, been cancelled, terminated or repossessed, have been reinstated and all non-compliances have been compounded, rectified, waived or dispensed with.
- (e) After commencement of CIRP Process, the Resolution Professional shall ensure that all the liabilities, obligations and Statutory Dues of the Corporate Debtor as applicable for the CIRP Period shall be disclosed as part of the Outstanding CIRP Cost.
- (f) Any Proceedings, enquiries or investigations initiated against the Corporate Debtor including any Proceedings pursuant to which its assets have been attached/are in the process of being attached by any Governmental Authority, relating to the period prior to the NCLT Approval Date, shall immediately, irrevocably and unconditionally stand extinguished and settled by virtue of the order of the NCLT approving this Resolution Plan and such asset of the Corporate Debtor shall stand released from such attachment and the Corporate Debtor or

Page 71



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto, in accordance with the provisions of Section 32A of the Code;

- (g) The Resolution Applicant's obligations and/or liability under this Resolution Plan shall be limited to the Upfront Cash and the Deferred Cash as proposed in this Resolution Plan under any circumstances.
- (h) The Resolution Professional is carrying out requisite actions and executing necessary documents / agreements as may be required to maintain the Corporate Debtor as going concern until the Resolution Applicant acquires control over the Corporate Debtor pursuant to the NCLT Approval Order as per the terms of the Resolution Plan.

7.4.2 Any change in the said information or data (including any increase in submitted claims or admitted claims) provided in the Information Memorandum the information of the Corporate Debtor as made available by the Resolution Professional of the Corporate Debtor on the VDR Database; or any incorrectness of any of the aforesaid assumptions, shall have no adverse impact and / or shall result in any increase of any various settlements contemplated under this Resolution Plan for the discharge of all liabilities of the Corporate Debtor which are in full and final settlement of all Debt, liabilities and obligations of the Corporate Debtor.

7.4.3 It is hereby clarified that the Resolution Applicant shall not be liable for any actions or omissions of the Resolution Professional which are not in compliance with Applicable Law.

7.5 **Survival**

7.5.1 Till the full implementation of this Resolution Plan, the Financial Creditors shall not do or permit to be done or be party or privy to any act, deed, matter or thing which may, in any way, prejudicially affect the rights or interest of the Resolution Applicant or the Corporate Debtor as contemplated under this Resolution Plan.

7.6 **Further Assurances of the Financial Creditors**

Subject to full compliance of this Resolution Plan by the Resolution Applicant, and for the Financial Creditors to comply with this Resolution Plan, the Financial Creditors shall, at any time and from time to time upon the request of the Resolution Applicant promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as the Resolution Applicant may reasonably deem necessary in obtaining the full benefits of this Resolution Plan and of the rights herein granted and do or procure to be done each and every act or thing which the Resolution Applicant may from time to time reasonably require to be done for the purpose of enforcing the rights of the Resolution Applicant under this Resolution Plan.

Page 72



(Handwritten initials)

True Copy

(Handwritten signature)

Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

7.7 Remedial Actions

- 7.7.1 In the event, any stakeholder or Person does not cooperate with the Resolution Applicant in implementation of this Resolution Plan, execution of the necessary documents, handing over the management, affairs and assets, books and records of the Corporate Debtor and / or with respect to any other matter required in connection with or with respect to implementation of this Resolution Plan, the Resolution Applicant shall be entitled to make necessary applications to the Hon'ble NCLT for necessary directions / order in this regard or take such other remedial actions in accordance with Applicable Law as the Resolution Applicant may deem fit.
- 7.7.2 In the event, that any difficulty or ambiguity arises in interpretation of any provision of this Resolution Plan or otherwise, the Resolution Applicant shall be entitled to make necessary applications to the Hon'ble NCLT to remove such difficulty or ambiguity and the implementation of the plan will be subject to the order of the NCLT in such case. However, it is clarified that this shall not affect the financial commitments set forth in this Resolution Plan with respect to each creditor of the Corporate Debtor (including the quantum of payment or settlement to be made to such creditor).

7.8 Declarations regarding mandatory requirements under the Code and the CIRP Regulations

- 7.8.1 As per the requirement of Section 30(2) (e) of the IBC, the Resolution Applicant hereby declares that this Resolution Plan is not in contravention of the provisions of any Applicable Laws including the Competition Act.
- 7.8.2 As per the requirements of Regulation 38(1B) of the CIRP Regulations, the Resolution Applicant hereby declares that the Resolution Applicant and / or any of the Related Parties of the Resolution Applicant has not failed to implement nor contributed to the failure of implementation of any other resolution plans approved by the NCLT at any time in the past.
- 7.8.3 As per the requirements of Regulation 38(3) of the CIRP Regulations, the Resolution Applicant hereby states as follows:
- (a) The cause of default – As per our understanding, the cause of defaults by the Corporate Debtor are as under:
1. Liquidity crunch leading to project delays
 2. Stretched receivables leading to cashflow mismatch
 3. Working Capital gap
- (b) The Resolution Plan is feasible and viable – The resolution plan confirms to all the mandatory requirements of the Code and CIRP Regulations, deals with the interest of all stakeholders, provides for payment to all the stakeholders in line with the Code, provides for the management and control of the Corporate Debtor, term and

Page 73



(M)

True Copy

J. R. Dave
 J. R. Dave

Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

implementation schedule. The Resolution Applicant through its expertise in the industry as well as having successfully turned around various assets has put together the Projected Financials which provides the projected revival of the Corporate Debtor. The experience that the Resolution Applicant brings in this sector, together with its revival strategy for the Corporate Debtor as per the terms contained in the resolution plan make this Resolution Plan feasible and viable.

- (c) The Resolution Plan has provisions for its effective implementation – Please refer to Paragraph 6 (*Term, Implementation and Supervision of the Resolution Plan*) of this Resolution Plan.
- (d) The Resolution Plan has provisions for approvals required and the timeline for the same - Other than the approval of the Adjudicating Authority approving this Resolution Plan, no other approval from government or regulatory approvals are required for the implementation of and payments under this Resolution Plan

7.9 Modifications to the Resolution Plan

- 7.9.1 Notwithstanding anything contained under this Resolution Plan, this Resolution Plan is being submitted by the Resolution Applicant as the full and final offer / proposal of the Resolution Applicant and the Resolution Applicant may not be amenable to any further increase, revision and / or change to the terms and conditions of this Resolution Plan, in any manner whatsoever unless the Resolution Applicant decides otherwise and communicate the same to the Resolution Professional and the Committee of Creditors in writing.
- 7.9.2 The Resolution Applicant understands and agrees that the COC may call for negotiation of the terms and conditions of this Resolution Plan. Sufficient opportunity of being heard shall be given to the Resolution Applicant by the COC before taking a decision on this Resolution Plan.
- 7.9.3 The Resolution Applicant reserves the right to accept or not accept any term or condition as may be sought by the COC. Further, the Resolution Applicant reserves the right to make necessary changes / amendments in this Resolution Plan upon such negotiation and discussion with the COC.

7.10 Severability

Any part, provision, representation or assumption of this Resolution Plan which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or assumption of this Resolution Plan which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective and void. However, this shall in no manner effect the remaining parts of the Resolution Plan approved as per the NCLT Approval Order.

7.11 Implementation during Legal Proceedings

Page 74



W

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

7.11.1 During the pendency of any stay/injunction order of any court/tribunal on the implementation of this Resolution Plan, the Resolution Applicant shall not be liable to implement the terms and conditions of this Resolution Plan.

7.11.2 In the event of a final and non-appealable order setting aside the Resolution Plan, any amounts paid by the Resolution Applicant (including the EMD 1, EMD 2 and PBG), to any of the Creditors or recovered by the Creditors (in any form) from the Resolution Applicant, shall be refunded in full by such Creditors and/or the Corporate Debtor.

7.12 Accounting Treatment

7.12.1 On or after the NCLT Approval Date, the Monitoring Committee with reasonable effort shall cause the senior management of the Corporate Debtor to draw-up audited statement of accounts for (i) all the previous financial years where the audited financials have not been prepared; and (ii) for the financial year immediately subsequent to the NCLT Approval Date, and provide the same to the Resolution Applicant by the Trigger Date. The statement of accounts shall include details of statutory dues and payments of taxes under Applicable Laws, and accrued liabilities as provided for in the books of accounts of the Corporate Debtor.

7.12.2 The Resolution Applicant/Corporate Debtor in its sole discretion shall have the right to accord such treatment to the assets/liabilities/receivables and make such provisions in its books of accounts as it deems fit and the past accounting treatment as applicable to the Corporate Debtor shall not be binding on them on and from the NCLT Approval Date.

7.12.3 Pursuant to the NCLT Approval Order, any debit or credit, being the balancing figure, arising as a result of giving effect to this Resolution Plan, shall be adjusted by the Corporate Debtor in the capital reserve at its sole discretion.

7.13 Corporate Actions

The Corporate Debtor with assistance from the Resolution Applicant, pursuant to the provisions of this Resolution Plan and the authority contained herein, shall cause its officers to take steps for implementation of the provisions of the Resolution Plan, which *inter alia* include (i) execution of appropriate agreements including, loan agreements, modifications of previous documents for creating security and filing of appropriate forms under the Applicable Laws with the relevant Government Authorities; (ii) issuance of shares and instruments as provided in this Resolution Plan; and (iii) other compliances as per the Applicable Law. The Corporate Debtor shall file the NCLT Approval Order with the ROC or any other relevant Government Authority and all other stakeholders, as may be required, in place of board resolutions or the shareholder resolutions, that would have otherwise been required for actions that are affected through the NCLT Approval Order.

7.14 Right to Receivables

Page 75



2

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Nothing contained in this Resolution Plan shall affect the rights of the Corporate Debtor to recover any amounts due to the Corporate Debtor from any third party including any Related Parties of the Corporate Debtor, under Proceedings initiated by the Corporate Debtor (including but not limited to the Company's Electricity Proceedings, Company's Water Proceedings, other Proceedings under Section 138 of the Negotiable Instruments Act, 1881, other recovery Proceedings) and there shall be no set off of any such amounts recoverable by the Corporate Debtor against any amount paid by the Corporate Debtor or any liability discharged, satisfied or extinguished pursuant to this Resolution Plan.

7.15 Currency of Payment

All payments proposed to be made pursuant to this Resolution Plan will be in Indian Rupees only. All liabilities of the Corporate Debtor denominated in foreign currency have been converted by the Resolution Professional and the Resolution Applicant will settle at the same amount so converted into Indian currency. Any fluctuation in foreign currency shall not be accounted for and no provision for additional payment has been made in this regard.

7.16 Further Assurance

On and from the NCLT Approval Date, the Resolution Plan shall be binding on the Corporate Debtor's promoters, suspended board and its members, employees, members, creditors, guarantors, Governmental Authorities, and other stakeholders involved in this Resolution Plan and/ or otherwise concerned or connected with the Corporate Debtor and all such Persons including the Resolution Professional, creditors, Governmental Authorities and members shall use their reasonable efforts to do or cause to be done, such further acts, deeds, matters and things and execute such further documents as may be reasonably required to give full effect to the terms of this Resolution Plan as approved by the NCLT in accordance with its terms and conditions and the Code.

7.17 Conflict

In the event of any repugnancy or inconsistency between this Resolution Plan and any other documents, (except the RFRP unless and only to the extent its terms are waived by COC) the provisions contained in this Resolution Plan shall prevail for all purposes and to all intents, subject to the provisions of the Code.

7.18 Binding Effect

The NCLT Approval Order approving this Resolution Plan will create a binding obligation on the Resolution Applicant (and shall inure to the benefit of the successors of the Resolution Applicant), the Corporate Debtor and on all the stakeholders in the resolution process, with respect to the provisions of this Resolution Plan and the Code.

7.19 No action by Persons

Page 76



N

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

With respect to any Debt taken by the Corporate Debtor or any Person prior to implementation of this Resolution Plan, as a consequence of this Resolution Plan:

- (a) All Creditors shall withdraw all suits and proceedings instituted by such Person against the Corporate Debtor as a requirement to receive the payment under this Resolution Plan;
- (b) All liabilities and obligations with respect to the subject matters of all suits and proceedings instituted by any Person shall stand waived and extinguished;
- (c) All liabilities and obligations with respect to the subject matters of any future suits or proceedings which may be commenced or instituted by any Person against the Corporate Debtor shall stand waived and extinguished; and
- (d) No Person shall be entitled to take any action which will result in the foreclosure, recovery or enforcement of any security interest created by the Corporate Debtor in respect of its property/assets (including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002).

It is clarified that the Creditors may continue with any Proceedings initiated against the Existing Guarantors, however, they shall file necessary applications for removing the Corporate Debtor as a party to such Proceedings.

8. EFFECT OF THE RESOLUTION PLAN

- 8.1 In terms of Section 31(1) of the IBC, this Resolution Plan shall be binding on the Corporate Debtor and its promoters, suspended board and its members, employees, members, creditors, including the Central Government, any State Government or any local authority to whom a Debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders of the Corporate Debtor on and from the NCLT Approval Date.
- 8.2 Upon approval of this Resolution Plan by the NCLT, the following settlements shall be deemed to have been approved by the NCLT and be binding in terms of Section 31(1) of the IBC:
 - (a) With effect from the Trigger Date any and all Claims or demands made by or Debt (except the Deferred Debt) or liabilities or obligations owed or payable to (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, notional or crystallised mark to market losses on derivatives and other charges already accrued / accruing or in connection with any third party claims) any actual or potential Creditors of the Corporate Debtor, any actual or potential Statutory Dues Creditors of the

Page 77



2

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Corporate Debtor or in connection with any existing Debt (except the Deferred Debt) of the Corporate Debtor (including any transactions in derivatives), any future claim or demand arising out of any exercise of subrogation rights in future by any person with respect to any payment made by such person for existing Debt (except the Deferred Debt) of the Corporate Debtor, whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the profit and loss statement or in the list of Creditors, 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 NCLT Approval Date shall be deemed to have been permanently settled and 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. On payment of the Upfront Cash, the entire Financial Debt (except the Deferred Debt) shall stand waived and extinguished permanently as set out above.

- (b) Except the Existing Security Interest created in favour of the Financial Creditors to the extent to secure the Deferred Debt, with effect from the Trigger Date any security, indemnity, Encumbrance, letter of credit, letter of undertaking, letter of comfort, letter of awareness, hypothecation or any other form of collateral (whether over immovable assets, movable assets, intangible assets, fixed deposits or cash or any other rights or privileges and) that was created / granted / arranged by the Corporate Debtor for the benefit of any Person or in connection with any Debt, Statutory Dues or any other debt or obligation of the Corporate Debtor (including any security, indemnity, Encumbrance, letter of credit, letter of undertaking, letter of comfort, letter of awareness, hypothecation or any other form of collateral provided by the Corporate Debtor in relation to its subsidiaries, joint ventures or associates) at any time prior to the NCLT Approval Date (other than the Existing Guarantees and the Existing Security Interest existing in favour of the Financial Creditors to the extent to secure the Deferred Debt), shall automatically fall away and all liabilities and obligations in relation to such security, indemnity, letter of credit, letter of undertaking, letter of comfort, letter of awareness, Encumbrance, hypothecation or any other form of collateral in relation to any period up to the NCLT Approval Date shall stand permanently extinguished on the approval of this Resolution Plan by the NCLT. It is clarified that the Existing Security Interest shall continue in favour of the Financial Creditors as security for the Deferred Debt and shall be released by them immediately on payment/prepayment of the respective portion/instalment of the Deferred Cash, in accordance with the terms of this Resolution Plan.
- (c) With effect from the NCLT Approval Date, any and all claims, demands, penalties, charges, fees, etc. that may be made or arising against the Corporate Debtor in relation to any payments required to be made by the Corporate Debtor in relation to any breach, contravention or non-compliance of any Applicable Law including

Page 78



True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

but not limited to the property laws, labour laws i.e. the Employee State Insurance Act, the Provident Fund Act, the Industrial Disputes Act, the Payment of Bonus Act, the Contract Labour Act, the Minimum Wages Act, the Equal Remuneration Act, the Factories Act, the Gratuity Act, etc. (whether or not such claim was notified to or claimed against the Corporate Debtor at such time, and whether or not such Government Authority was aware of such claim at such time), in relation to the period prior to the NCLT Approval Date, shall 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, directly or indirectly, have any obligation, liability or duty in relation thereto.

- (d) With effect from the NCLT Approval Date, any invocation or appropriation or other enforcement action or Proceedings (initiated before any forum) and all liabilities, obligations including payment obligations of the Corporate Debtor arising out of all inquiries, investigations, whether civil or criminal, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative or other Proceedings by any Person against, or in relation to, or in connection with the Corporate Debtor or the affairs of the Corporate Debtor, pending or threatened, present or future, in relation to any period prior to the NCLT Approval Date, whether or not set out in the financial statements of the Corporate Debtor, shall be deemed to have been permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. It is clarified that the Creditors may continue with any Proceedings initiated against the Existing Guarantors, however, they shall file necessary applications for removing the Corporate Debtor as a party to such Proceedings.
- (e) With effect from the NCLT Approval Date, the Corporate Debtor and its directors, key managerial personnel, officers and employees appointed after the NCLT Approval Date shall not be held liable in respect of all statutory/regulatory non-compliances having occurred prior to the NCLT Approval Date, including with respect to various provisions of Applicable Laws including but not limited to the Companies Act, 1956 and / or Companies Act, 2013 and / or the Taxation Laws and also of non-preparation and non-approval of financial statements for any of the Financial Years prior to the NCLT Approval Date.
- (f) With effect from the NCLT Approval Date, except as provided in this Resolution Plan, the Corporate Debtor and the Resolution Applicant shall be entitled to review, revisit and modify or terminate all existing contracts (including the lease deeds) entered into by the Corporate Debtor prior to the NCLT Approval Date, including the contracts which are entered into with related parties of the Corporate Debtor, the Corporate Debtor shall have no liability or obligation to pay the relevant counterparty to such contracts any sums payable for period prior to the NCLT Approval Date, nor shall the Corporate Debtor or the Resolution Applicant be liable to pay damages to the relevant counterparty (including Maharashtra

Page 79



True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Industrial Development Corporation) and prior approval of the counterparties (including Maharashtra Industrial Development Corporation) of any contract, agreement, shall not be required to be obtained for change in control / ownership / constitution of the Corporate Debtor pursuant to the terms of this Resolution Plan and all claims (whether pending, contingent or otherwise) made against the Corporate Debtor by the counterparties to such contracts / arrangements / purchase orders / work orders in relation to period up to the NCLT Approval Date shall stand settled and / or 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.

- (g) All existing Licenses and Permissions, Approvals, Environmental Clearances, lease, leave and license agreements / arrangements and any other business of the Corporate Debtor shall (without seeking any approval or no-objection, but subject to mandatory procedural formalities under the Applicable Law, if any) shall continue in full force and effect and shall remain valid and binding against the Corporate Debtor, the respective Governmental Authorities and the relevant counter-party(ies) as required for the purpose of continuing the business of the Corporate Debtor (notwithstanding that corporate insolvency resolution proceedings have been initiated against the Corporate Debtor, a change in control / ownership of the Corporate Debtor has been effected at least for a period of one (1) year after the approval of the Resolution Plan pursuant to Section 31(4) of the IBC or within such period as provided for in relevant law, whichever is later. The Corporate Debtor with respect to its business shall not be liable for any non-compliance, default, breach, etc., during the period prior to the NCLT Approval Date, in relation to failure to take, or obtain, or failure to comply with, any lease, leave and license agreements / arrangements, Licences and Permissions from Government Authorities including but not limited to the Maharashtra Industrial Development Corporation, Ministry of Environment, Forest and Climate Change, the Central Pollution Control Board and the State Pollution Control Board.
- (h) With effect from the NCLT Approval Date, without prejudice to the aforesaid, all non-compliances, liabilities, penalties, fines (including water dues, Tax dues and electricity dues) with respect to the existing Licenses and Permissions and registrations, Approvals and Environmental Clearances granted to the Corporate Debtor having occurred prior to the NCLT Approval Date shall stand settled and extinguished and the Resolution Applicant shall have no liability or obligation in respect of such non-compliances, liabilities, penalties, fines (pending or yet to be crystalized).
- (i) With effect from the NCLT Approval Date, without prejudice to the aforesaid, all non-compliances, liabilities, penalties, with respect to the existing Licenses and Permissions and registrations, Approvals granted to the Corporate Debtor pertaining to mining permissions, license for iron ore and manganese ore and Proceedings initiated by authorities in this regard, if any, shall stand settled and

Page 80



(N)

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

extinguished and the Resolution Applicant and the Corporate Debtor shall have no liability or obligation in respect of such non-compliances, liabilities, penalties, fines (pending or yet to be crystallized). However, any Proceedings initiated by the Corporate Debtor in relation to the aforesaid shall continue.

- (j) The cancellation of existing equity share capital, increase in authorised share capital of the Corporate Debtor, appointment of statutory auditor and issuance or allotment of Equity Shares, amendment of the memorandum of association and articles of association of the Corporate Debtor, appointment of new directors on the Board of the Corporate Debtor and implementation of various other actions and matters contemplated in this Resolution Plan, shall not require any corporate action by the Corporate Debtor or any other approvals by the Corporate Debtor after approval of this Resolution Plan by the Hon'ble NCLT as per Section 30(2) of the IBC. The Monitoring Committee shall pass necessary resolutions as may be required to give effect to the aforesaid.
- (k) With effect from the NCLT Approval Date, all contracts, addendums and other deeds and documents for engaging individuals by the Corporate Debtor on contract basis shall be deemed terminated with effect from the NCLT Approval Date and all non-compliances with respect to said documents and contract workers or under Applicable Law either by the contractor and/or the Corporate Debtor as a principal employer shall stand settled and extinguished as well as all liabilities, obligations including payment obligations of the Corporate Debtor arising out of any Proceedings shall stand settled and extinguished and that all individuals in the past engaged or are presently engaged or deemed to be engaged by the Corporate Debtor on contract basis either pursuant to an existing written contract, oral contract or otherwise shall not be regarded as workmen or employees of the Corporate Debtor shall have no liability in respect of such non-compliances, such workmen or employees and/or such deemed workmen or employees.
- (l) With effect from the NCLT Approval Date, in the event any Person who has any claim(s) against the Corporate Debtor (including Financial Creditors, Operational Creditors, Other Creditors, Governmental Authorities, or otherwise) pertaining to a period prior to the NCLT Approval Date, either has not submitted its claim(s) (whether or not it was aware of such claim at such time), or if the claim(s) filed by any such Person has been rejected by the Resolution Professional, then: (i) all such obligations, Claims and liabilities of the Corporate Debtor (whether crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the financial statements of the Corporate Debtor); (ii) all liabilities, obligations including payment obligations of the Corporate Debtor arising out of any and all Proceedings initiated before any forum by or on behalf of such Person to enforce any rights or claims against the Corporate Debtor or enforce or invoke any security interest over the assets of the Corporate Debtor; and (iii) all claims of such Persons against the Corporate Debtor, in each case, relating to the period prior to the NCLT Approval Date, shall

Page 81



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

immediately, irrevocably and unconditionally stand extinguished and settled 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.

- (m) With effect from the NCLT Approval Date, all the existing brands / trademarks of the Corporate Debtor shall be deemed to be available for future business continuity, without requirement of any payment of license fees or royalty thereon to any third party.
- (n) With effect from the NCLT Approval Date, all existing reliefs and concessions provided by statutory authorities shall be deemed available for future business continuity as set out in paragraph 9.
- (o) With effect from the NCLT Approval Date, any and all liabilities or obligations payable to (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, notional or crystallised) relating to any termination of contracts, addendums and other deeds and documents for engaging individuals by the Corporate Debtor on contract basis shall be deemed waived and extinguished with effect from the NCLT Approval Date and all non-compliances with respect to said documents shall stand settled and extinguished as well as all liabilities, obligations including payment obligations of the Corporate Debtor arising out of any Proceedings shall stand settled as per this Resolution Plan.
- (p) With effect from the Trigger Date, all banks shall take necessary action to ensure that all bank accounts of the Corporate Debtor shall stand regularised and their asset classification shall stand changed to be 'standard' in accordance with Applicable Law and the Corporate Debtor/its accounts shall cease to be a non-performing/defaulters/wilful defaulter (as the case may be) under the Applicable Laws subject to the RBI Resolution Framework. All Financial Creditors and other relevant person shall make all necessary filing in this regard including to CIBIL, other information utilities, CERSAI, RBI, etc. and shall take all necessary actions to give effect to this.
- (q) With effect from the Trigger Date, all the bank accounts of the Corporate Debtor, including the accounts held with the Financial Creditors shall stand unfrozen and any lien marked to the bank accounts shall stand removed.
- (r) Immediately upon the payment of the Upfront Cash, the Creditors of the Corporate Debtor shall withdraw/revoke/cancel (a) all notifications with regards to defaults of the Corporate Debtor or enforcement of any Existing Security Interest filed with any information utility, RBI, CIBIL, CERSAI, etc.; (b) all Proceedings filed against the Corporate Debtor or any of its assets for recovery of any debt or winding up/liquidation/dissolution of the Corporate Debtor under any Applicable Law subject to the RBI Resolution Framework. Further, immediately

Page 82



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

upon the payment of the Deferred Cash, the Creditors shall issue no-dues certificate/no-objection certificates as may be required by the Corporate Debtor for its necessary filings with the ROC and other person.

- (s) Immediately upon the payment of the Upfront Cash, with effect from the NCLT Approval Date, except as required for implementation of this Resolution Plan, no other Person shall have any rights (whether present or future, including any contingent rights) to call for the allotment, issue, sale or transfer of equity shares or other securities of the Corporate Debtor, whether as a result of change of control or otherwise, and all such rights shall stand extinguished. All securities convertible or exchangeable into equity shares of the Corporate Debtor and all rights to subscribe to the securities, including preference shares, convertible debentures, convertible preference shares, convertible loans (whether compulsorily or partially convertible or not), warrants, subscription rights under shareholders agreements, if any, shall stand immediately extinguished and settled.
- (t) With effect from the NCLT Approval Date, the Corporate Debtor shall be allowed to carry forward all losses (business loss, unabsorbed depreciation, capital loss, etc.): (i) for an indefinite period irrespective of the period prescribed under the provisions of the Income Tax Act, 1961, for the respective different types of losses (the period prior to the NCLT Approval Date will in no case be counted to compute the number of years for the purpose of carry forward of losses); and (ii) such losses should also be allowed to be carried forward in case of any restructuring of the Corporate Debtor by the Resolution Applicant during the implementation of the Resolution Plan and such losses shall not lapse on account of subsequent change of the shareholding of the Corporate Debtor or due to any other reason.
- (u) With effect from the NCLT Approval Date, any and all Approvals that may be required from Governmental Authorities (including Tax authorities) in connection with the implementation of the Resolution Plan including on account of change in ownership / control of the Corporate Debtor shall be deemed to be granted.
- (v) With effect from the NCLT Approval Date, the Corporate Debtor shall be permitted to and shall enjoy and avail at any future date, any Tax benefits, deduct exemptions as per the Applicable Laws, which it was entitled to prior to ICD.
- (w) Immediately upon payment the NCLT Approval Date, the Corporate Debtor/Resolution Applicant and its Nominees shall be permitted to adjust the balancing figure, arising as a result of any payments incurred in relation to implementation and giving effect to this Resolution Plan in the capital reserve of the Corporate Debtor.
- (x) With effect from the Trigger Date, for the purposes of utilisation towards the operations of the Corporate Debtor, all cash and bank balances (including term deposits) of the Corporate Debtor, shall remain available with the Corporate

Page 83



[Handwritten signature]

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Debtor.

- (y) With effect from the NCLT Approval Date, all electricity dues owed or payable to the concerned authority or any electricity dues owed to any Person including but not limited to penalties, interest, fines, security deposit or any other dues, whether admitted or not, due or contingent, whether part of the claim filed by any Person in relation to electricity dues, for the period prior to the NCLT Approval Date, shall stand abated, settled and extinguished and neither the Corporate Debtor nor the Resolution Applicant shall be liable to pay any amount against such demand. All proceedings pending against the Corporate Debtor with respect to any electricity dues owed to any Person/Government Authority, on the NCLT Approval Date relating to the period prior to the NCLT Approval Date, shall stand terminated and all consequential liabilities, if any, stand abated and should be considered to be not payable by the Corporate Debtor or the Resolution Applicant. All notices proposing to initiate any proceedings (if any) against the Corporate Debtor in relation to the period prior to the NCLT Approval Date and pending on the NCLT Approval Date, shall stand settled and abated at Nil value and should not be proceeded against. Post the NCLT Approval Date, no re-assessment / revision or any other proceedings or suits shall be initiated against the Corporate Debtor in relation to period prior to the NCLT Approval Date in respect of such electricity dues and any consequential demand / action should be considered non-existing and as not payable by the Corporate Debtor or the Resolution Applicant. Any proceedings (including proceedings filed before the any High Court, Appellate Tribunal for Electricity) which were kept in abeyance in view of the insolvency process or otherwise shall not be revived post the NCLT Approval Order. The relevant electricity and power authorities shall, immediately with effect from the NCLT Approval Date (i) resume the electricity and power connection of the Corporate Debtor with immediate effect from the NCLT Approval Date; (ii) waive all non-compliances in connection therewith prior to the NCLT Approval Date, if any; (ii) be bound by the payment terms as set out in this Resolution Plan and apart from the amount payable to them as Operational Creditors under this Resolution Plan, neither the Corporate Debtor nor the Resolution Applicant shall be required to pay any further amount in connection with the electricity dues for a period prior to the NCLT Approval Date. The relevant power authorities shall restore the power connection and Approvals of the Corporate Debtor, without the payment of any additional sum, except as provided in this Resolution Plan and the electricity authorities shall fully co-operate with the Resolution Applicant/Corporate Debtor for the same.
- (z) With effect from the NCLT Approval Date, all water dues owed or payable to concerned authority or any water dues owed to any Person including but not limited to penalties, interest, fines, security deposit or any other dues, whether admitted or not, due or contingent, whether part of the claim filed by any Person in relation to water dues, for the period prior to the NCLT Approval Date, shall stand abated, settled and extinguished and neither the Corporate Debtor nor the Resolution Applicant shall be liable to pay any amount against such demand. All

Page 84



W

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

proceedings pending against the Corporate Debtor with respect to any water dues whether owed to any Person/Government Authority, on the NCLT Approval Date relating to the period prior to the NCLT Approval Date, shall stand terminated and all consequential liabilities, if any, stand abated and should be considered to be not payable by the Corporate Debtor or the Resolution Applicant. All notices proposing to initiate any proceedings (if any) against the Corporate Debtor in relation to the period prior to the NCLT Approval Date and pending on the NCLT Approval Date, shall stand settled and abated at Nil value and should not be proceeded against. Post the NCLT Approval Date, no re-assessment / revision or any other proceedings or suits shall be initiated against the Corporate Debtor in relation to period prior to the NCLT Approval Date in respect of such water dues and any consequential demand / action should be considered non-existing and as not payable by the Corporate Debtor or the Resolution Applicant. Any Proceedings which were kept in abeyance in view of the insolvency process or otherwise shall not be revived post the NCLT Approval Order. The relevant water supply authorities shall, immediately with effect from the NCLT Approval Date (i) resume the water connection of the Corporate Debtor with immediate effect from the NCLT Approval Date; (ii) waive all non-compliances in connection therewith prior to the NCLT Approval Date, if any; (ii) be bound by the payment terms as set out in this Resolution Plan and apart from the amount payable to them as Operational Creditors under this Resolution Plan, neither the Corporate Debtor nor the Resolution Applicant shall be required to pay any further amount in connection with the electricity dues for a period prior to the NCLT Approval Date. The relevant water supply authorities shall restore the water connection and Approvals of the Corporate Debtor, without the payment of any additional sum, except as provided in this Resolution Plan and the water authorities shall fully co-operate with the Resolution Applicant/Corporate Debtor for the same.

- (aa) On and from the NCLT Approval Date, any past credit for the period pertaining prior to the NCLT Approval Date, in respect of minimum alternate tax paid by the Corporate Debtor shall continue with the Corporate Debtor on a going concern basis and shall be available for the use of the Resolution Applicant and its Nominees or the Corporate Debtor, as the case may be.
- (bb) All Governmental Authorities (whether they have filed claims as Operational Creditors or not) to waive and extinguish all claims against the Corporate Debtor and the Resolution Applicant, without any further act, deed or action required on the part of the Corporate Debtor and the Resolution Applicant, in respect of any defaults under any contracts, memorandums of understanding, documents or agreements prior to the NCLT Approval Date entered into by the Corporate Debtor.
- (cc) The Resolution Applicant or the Corporate Debtor shall not be liable to pay any Taxes (direct or indirect) howsoever arising (directly or indirectly on such entity) as a result of any action taken by the Corporate Debtor or on behalf of the Corporate Debtor prior to the NCLT Approval Date. It is also clarified that any Tax

Page 85



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

liabilities pertaining to a period prior to the NCLT Approval Date (including penalties levied or leviable), whether assessed or unassessed or determined or undetermined, by the relevant Governmental Authority shall be deemed to be extinguished and written off with effect from the NCLT Approval Date.

- (dd) With effect from the NCLT Approval Date, the Corporate Debtor shall be entitled to carry forward and set off all the accumulated Tax losses and unabsorbed depreciation of the Corporate Debtor.
- (ee) With effect from the NCLT Approval Date, all benefits, incentives, subsidies (including the industrial promotion subsidy granted by Department of Industries, Government of Maharashtra, subsidies granted by the Directorate General of Foreign Trade pertaining to export obligations), schemes, policies, etc., which the Corporate Debtor was entitled to and all such benefits thereunder shall remain vested with the Corporate Debtor, notwithstanding any change in ownership or control on account of this Resolution Plan. Further, any past non compliances occurring prior to the Trigger Date with respect to any of these subsidies shall stand completely waived with effect from the NCLT Approval Date and the Company shall continue to be eligible for unavailed amounts with respect to such subsidies and no change in control on account of the Resolution Applicant taking over the Company as envisaged under the Resolution Plan shall disentitle the Company from being able to avail the benefit of these subsidies.
- (ff) As a part of implementation of this Resolution Plan, the Secured Financial Creditors shall have pari-passu first charge on the existing assets of the Corporate Debtor. The Resolution Applicant/ SPV/Nominees may raise fresh funds for proposed capital expenditure and working capital from new lenders. The new lenders who extend funds for such capital expenditure shall have exclusive charge on the new fixed assets to be created from the fresh funds raised from them and first charge on the entire current assets of the Corporate Debtor. The existing Secured Financial Creditors shall have first charge on the existing fixed assets of the Corporate Debtor shared pari-passu with the New Lender and shall have second charge on the Current Assets. The Secured Financial Creditors shall execute such documents as may be required by the Corporate Debtor/Resolution Applicant and/or the new lender to give effect to the aforesaid, including but not limited to pari-passu letters, sub-ordination letters/documents, amendment agreements to the existing finance documents etc.
- (gg) The relevant Tax authorities shall not subject income or gain or profits, if any, arising as a result of giving effect to or implementation of the Plan to Tax including minimum alternate Tax in the hands of Corporate Debtor/ Resolution Applicant/SPV/Nominees arising on account of, amongst others capital reduction, conversion or assignment of the Deferred Debt, issuance or transfer of shares or other instruments, write off/ write down of current amounts due to employees, vendors and other Operational Creditors, value of assets, value of inventories, etc. without any impact on brought forward tax and book loss / depreciation.

Page 86



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MYC Business Private Limited

- (hh) On and from the NCLT Approval Date, the certified copy of this Resolution Plan and the NCLT Approval Order shall be a conclusive evidence of any dispute regarding the terms of this Resolution Plan or any opposition on the powers of the Resolution Applicants or Corporate Debtor.
- (ii) In case any additional conditions/ change to the Resolution Plan is imposed in accordance with Applicable Law, the same shall be treated as part of the Resolution Plan, provided the same is acceptable to the Resolution Applicants. If such modification is not acceptable to the Resolution Applicants, then the Resolution Plan shall not be binding on the Resolution Applicants.
- (jj) There shall be no interruption or stoppage in the supply of 'essential goods and services' (as defined under regulation 32 of the CIRP Regulations) to the Corporate Debtor.
- (kk) On and from the NCLT Approval Date, the concerned Government authorities and relevant third parties shall be deemed to have waived their objections, if any for change in constitution of the Corporate Debtor pursuant to this Resolution Plan vis-à-vis their respective rights under any contracts or agreements with the Corporate Debtor (which have not been terminated pursuant to the implementation of this Resolution Plan).
- (ll) All claims on the Corporate Debtor by any Governmental Authority for payment of any statutory dues or tax, and all liabilities of the Corporate Debtor towards such Governmental Authority, for the period prior to the NCLT Approval Date (including any dues owed to the Employees Provident Fund Organisation or any dues in respect of Proceedings initiated by any Tax Authority), shall stand extinguished. The Resolution Applicants or the Corporate Debtor shall not, in any manner whatsoever, at present or in future, be directly or indirectly responsible or liable for any statutory claims/liabilities pertaining to a period prior to the NCLT Approval Date. It is hereby clarified that all claims or liabilities towards Governmental Authorities shall stand extinguished even if no payment is made towards Income Tax liability, Sales Tax Liability Commercial Tax or any other Tax Liability for the period prior to the NCLT Approval Date, whether or not a claim form has been filed. Any other government or statutory dues not specifically dealt in this Resolution Plan shall stand extinguished, waived and discharged with effect from NCLT Approval Date.
- (mm) On and from the NCLT Approval Date, all litigations, proceedings filed against the Corporate Debtor and/or any litigation filed in any court/forum/tribunal by any person including income tax, sales tax department, ROC, electricity, water and any other authorities etc. which, if decided, shall have a monetary/financial obligation on the Corporate Debtor, shall become infructuous on approval of this Resolution Plan by the Adjudicating Authority.

Page 87



(Handwritten initials)

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- (nn) On and from the NCLT Approval Date, all transactions, obligations, processes, acts, etc as required to be carried out as per the Resolution Plan by the Resolution Applicant or Corporate Debtor, shall carry an implied approval from the respective counterparties, including the statutory authorities, banks and other stakeholders. No separate approvals or no objection certificates, etc. shall be required to be obtained from any such counterparties for actions upon approval of this Resolution Plan by the NCLT.
- (oo) Other than the claims and settlements pertaining to the Corporate Debtor that have been envisaged and set out under this Resolution Plan, no other payment or settlement, of any kind, shall be made to any other person or entity in respect of any other claims (whether or not admitted or filed or verified with the Interim Resolution Professional / Resolution Professional) and/or any sub-judice claims including but not limited to but pertaining to additional compensation, statutory dues, demands and all such claims against the operational and other creditors of the Corporate Debtor along with any related legal proceedings, in relation to any period prior to the NCLT Approval Date or arising on account of acquisition of control over the Corporate Debtor by the Resolution Applicants pursuant to this Resolution Plan, shall be deemed to have arisen and shall stand irrevocably and unconditionally abated, settled and extinguished. Such extinguishment of claims shall be deemed to form an integral part of the order by the Adjudicating Authority approving the Resolution Plan and shall accordingly be binding on all the stakeholders including the Corporate Debtor, its employees, workmen, financial and operational creditors, guarantors, security providers, and other stakeholders. The treatment accorded to the stakeholders of the Corporate Debtor under this Resolution Plan shall constitute an absolute discharge and settlement of the dues to which they pertain and shall be the full and final performance, discharge and satisfaction of all obligations relating thereto.
- (pp) All existing Licenses and Permissions, mining approvals (if any), Environmental Clearances, lease, leave and license agreements / arrangements and any other business of the Corporate Debtor shall (without seeking any approval or no-objection, but subject to mandatory procedural formalities under the Applicable Law, if any) continue in full force and effect and shall remain valid and binding against the Corporate Debtor, the respective Governmental Authorities and the relevant counter-party(ies) as required for the purpose of continuing the business of the Corporate Debtor (notwithstanding that corporate insolvency resolution proceedings have been initiated against the Corporate Debtor, a change in control/ownership of the Corporate Debtor has been effected) at least for a period of one (1) year after the approval of the Resolution Plan pursuant to Section 31(4) of the IBC or within such period as provided for in relevant law, whichever is later. The Corporate Debtor with respect to its business shall not be liable for any non-compliance, default, breach, etc., during the period prior to the NCLT Approval Date, in relation to failure to take, or obtain, or failure to comply with, any lease, leave and license agreements / arrangements, Licences and Permissions from Government Authorities including but not limited to the mining authorities,

Page 88



2

True Copy

 Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Ministry of Environment, Forest and Climate Change, the Central Pollution Control Board and the State Pollution Control Board and other authorities as may be applicable.

- (qq) With effect from the NCLT Approval Date, without prejudice to the aforesaid, the relevant Governmental Authorities shall renew/restore or provide fresh Environmental Clearances and such other Approvals, Licenses and Permissions (including mining permissions, if applicable) as may be required by the Corporate Debtor and Resolution Applicant. The same are an integral part of the Resolution Plan and shall be required for the successful implementation of this Resolution Plan.
- (rr) On and from the COC Approval Date, the available cash balances in the books of the Corporate Debtor, the cash flow generated by the Corporate Debtor and any proceeds/realization from the sale of current assets of the Corporate Debtor shall accrue to the benefit of the Resolution Applicant and may be utilised by them in their discretion on and from the NCLT Approval Date.
- (ss) With effect from the NCLT Approval Date, the Registered Office of the Corporate Debtor shall stand changed from Ahmedabad, Gujarat to Mumbai, Maharashtra. NCLT Approval Order shall be deemed to be sufficient compliance for the Regional Director, ROC to effect this change. Necessary forms in this regards shall be filed by Corporate Debtor within the stipulated time.
- (tt) Other than the payments set out in the Resolution Plan, any and all liabilities and all amounts due and / or payable by the Corporate Debtor to any Creditors whether admitted or not, due or contingent, asserted or unasserted, assessed or unassessed, determined or undetermined, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, claimed or not, in relation to any Claims/Debt of the Creditors, shall stand settled, extinguished and written off as of the Approval Date pursuant to the NCLT Approval Order and the Corporate Debtor/Resolution Applicant shall not be responsible and / or liable, directly or indirectly, for the same.

- 8.3 The aforesaid effects will come into effect immediately upon payment of the Upfront Cash.

9. RELIEFS AND CONCESSIONS

For effective implementation of this Resolution Plan for the benefit of all stakeholders of the Corporate Debtor, the Hon'ble NCLT is humbly requested to kindly consider and grant the following reliefs and concessions:

- 9.1 that the Hon'ble NCLT be pleased to give or issue necessary directions, instructions to the Central Board of Direct Taxation ("CBDT"), Central Board of Indirect Taxes, Customs, Value Added Tax authorities, State Governments Tax authorities to grant the reliefs / exemptions / waivers from applicability of Sections 41, 79, 170, 281 and any

Page 89



2

True Copy

 Jimmi R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

other sections of the Income Tax Act, 1961, for the purposes of implementation of this Resolution Plan;

It is further clarified that a company is not ordinarily permitted to carry forward its accumulated business losses in case of a change in the shareholding of such company in excess of 51% (fifty-one percent) as per Section 79 of the Income-tax Act, 1961. However, this restriction does not apply if such change in shareholding takes place pursuant to a resolution plan approved under the Code, provided that the jurisdictional Principal Commissioner of Income-tax or the jurisdictional Commissioner of Income-tax (as appropriate), is afforded reasonable opportunity to express his views in this regard.

Accordingly, the Hon'ble NCLT be pleased to or cause the Resolution Professional or the reconstituted board of Corporate Debtor, or cause the Corporate Debtor to, serve a notice to jurisdictional Principal Commissioner of Income-tax or the jurisdictional Commissioner of Income-tax (as appropriate) immediately after this Resolution Plan is submitted to the Adjudicating Authority for its approval, and it is prayed that the Corporate Debtor should be permitted to carry forward its unabsorbed business losses notwithstanding a change in the shareholding of the Company pursuant to this Resolution Plan.

- 9.2 that the Hon'ble NCLT be pleased to give or issue necessary directions, instructions to the CBDT, Central Board of Indirect Taxes, Customs, and Value Added Tax authorities to exempt income / gain / profits, if any, arising as a result of giving effect to the Resolution Plan and from being subjected to income tax in the hands of the Corporate Debtor and/or the Resolution Applicant and/or any such Person who is participating in the implementation of the Resolution Plan on behalf of the Resolution Applicant under the provisions of Value Added Tax, Customs, Octroi, Excise duty, Service Tax, Goods & Service Tax, Income Tax Act, 1961 including but not limited to any income tax and Minimum Alternate Tax (MAT) liability arising on account of the Standalone Capital Reduction in Corporate Debtor, write off / write down of current amounts due to employees, vendors and other Operational Creditors, value of assets, value of inventories, write back / reduction of any debt etc. without any impact on brought forward tax and book loss / depreciation and waive all liabilities whether crystallised or not in respect of Taxes (including interest and penalty) arising in respect of periods upto the NCLT Approval Date;
- 9.3 that the Hon'ble NCLT be pleased to give or issue necessary directions, instructions to the CBDT to allow the Corporate Debtor to file its previous income tax returns under the Income Tax Act, 1961 (which have not been filed till the Resolution Plan is approved by the Adjudicating Authority)) and other returns which have not been filed (till the Resolution Plan is approved by the Adjudicating Authority) without being subject to any tax or interest or penalty or penal liability, if any, under any Applicable Law, including in respect of tax deducted/ collected at source returns, as may be applicable notwithstanding that the statutory period for such filing may have expired and such returns, once filed, shall be considered as having been filed within the permitted due

Page 90



2

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- date and such filings shall be deemed to be final and accepted by the tax authorities and shall not be liable for any assessment or re-assessment by any other tax authorities;
- 9.4 that the Hon'ble NCLT be pleased to grant the Resolution Applicant a waiver with respect to all actions, proceedings or penalties under any Applicable Law for any past Tax dues / non-compliances and the same be permanently extinguished with effect from the NCLT Approval Date;
- 9.5 that the Hon'ble NCLT be pleased to grant the Resolution Applicant a waiver with respect to all actions, proceedings or penalties under any Applicable Law for any past mining dues, land dues, electricity dues and water dues (if any) and the same be permanently extinguished with effect from the NCLT Approval Date and the Hon'ble NCLT be pleased to give or issue necessary directions, instructions to the necessary power and water authorities to restore the power connection and water connection of the Corporate Debtor in accordance with the terms of this Resolution Plan;
- 9.6 that the Hon'ble NCLT be pleased to grant that all the amounts paid by the Corporate Debtor/Resolution Applicant and its Nominees towards the CIRP Cost and Outstanding CIRP Cost, be permitted as deductible revenue expenditure under the Income Tax Act, 1961 and the Tax and revenue officials be directed to take cognizance of the same;
- 9.7 that the Hon'ble NCLT be pleased to approve that any debit or credit, being the balancing figure, arising as a result of giving effect to this Resolution Plan, can be adjusted by the Corporate Debtor in the capital reserve and the same shall be deemed to be in compliance with the applicable accounting standards without any arising tax obligation;
- 9.8 that the Hon'ble NCLT be pleased to approve that implementation of the provisions of the Resolution Plan, which inter alia include (i) execution of appropriate agreements including, loan agreements, modifications of previous documents for creating security and filing of appropriate forms under the Applicable Laws with the relevant Government Authorities; (ii) issuance of shares and instruments as provided in this Resolution Plan; and (iii) other compliances as per the Applicable Law would be deemed to in compliance with the provisions of the Applicable Law;
- 9.9 that the Hon'ble NCLT be pleased to approve that the Corporate Debtor and/or the Resolution Applicant and/or its Affiliates shall not in any manner be implicated in, or in any manner be adversely affected by, or have any liability in relation to any investigations, proceedings, orders or any matters, whether known or unknown, relating to the past management or the promoter group or holding companies, associate companies and/or group companies of the Corporate Debtor and the assets and properties of the Corporate Debtor shall not be attached pursuant to any such investigations;
- 9.10 that the Hon'ble NCLT be pleased to give or issue necessary directions, instructions to all relevant Governmental Authorities to grant relief / concessions from payment of Taxes, levies, fees, charges, transfer premiums, stamp duty, registration fees (including

Page 91



Q

True Copy

 Jaimin R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

fees payable to the jurisdictional ROC) for various actions contemplated under this Resolution Plan (including for the Standalone Capital Reduction, increase in authorised share capital, issuance of Equity Shares as contemplated in this Resolution Plan, Amalgamation and issuance of RA Equity Shares) and that the fees payable to the ROC in respect of the restructuring, recategorisation and increase of authorised share capital and amendment of memorandum of association and articles of association of the Corporate Debtor for allotment of fresh shares to the Resolution Applicant and / or its Nominees and other relevant parties be waived and the ROC be directed to approve the relevant forms under the Companies Act and rules thereto without payment of fees in respect thereof;

- 9.11 that the Hon'ble NCLT be pleased to approve and sanction the Amalgamation as part of this Resolution Plan and be pleased to approve, confirm and sanction the following in respect of the Amalgamation:
- 9.11.1 that the SPV and the Corporate Debtor are dispensed from following the procedural requirement relating to the Amalgamation as laid down in sections 230 to 232 and 66 of the Companies Act and provision applicable to issue of shares on amalgamation, specifically with respect to holding the meeting of the creditors, or class of creditors or of the members or class of members of the SPV and the Corporate Debtor including issuance of any notice for calling the meeting of creditors and exemption from sending various documents such as statement disclosing the details of the amalgamation and copy of the valuation report;
- 9.11.2 that the approval of the Resolution Plan by the Hon'ble NCLT shall be deemed to be an order under Sections 230 to 232 of the Companies Act as well as an order under Section 66 of the Companies Act along with other applicable provisions of the Companies Act, sanctioning and approving the Amalgamation and all matters hereto. No further approval of the Hon'ble NCLT will be required to give effect to the provisions of the Amalgamation under the Companies Act;
- 9.11.3 that the Corporate Debtor and/or the SPV shall not be required to make any separate application for the Amalgamation before the Hon'ble NCLT under the provisions of the IBC and that the approval of this Resolution Plan by the Hon'ble NCLT shall be treated as if the necessary approvals required to have been obtained under the Companies Act, including consent of shareholders or creditors of the SPV and the Corporate Debtor and applications to any other appropriate authority, as required under the Companies Act, together with the process laid down under the Companies Act, have been obtained and duly complied with;
- 9.11.4 that the Standalone Capital Reduction and Amalgamation (including, the change of name and capital reduction) is approved and implemented pursuant to the provisions of the IBC, specifically, Regulation 37 of the CIRP Regulations read with Section 31 of the IBC. The compliance with the provisions of the Resolution Plan and the provisions relating to Amalgamation hereunder shall be deemed to be in accordance with and constitute compliance with any and all provisions of law that would have otherwise applied to a

Page 92



9

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

similar merger or reduction of capital under the Companies Act, the Income Tax Act 1961 and/ or under rules/ circulars/ regulations issued thereunder;

- 9.11.5 that the approval of the Hon'ble NCLT pursuant to Section 31 of the IBC shall constitute adequate approval for issuance of equity shares by the Corporate Debtor to the shareholders of the SPV, pursuant to the Resolution Plan in accordance with all provisions of Applicable Law. Accordingly, no further approval or consent shall be necessary from any other Person/ Governmental Authority in relation to either of these actions under any agreement, the constitution documents of the Corporate Debtor or under any Applicable Law; and
- 9.12 that the Hon'ble NCLT be pleased to pass an order directing that in accordance with Section 238 of the Code, any action taken by the Resolution Applicant or Corporate Debtor pursuant to this Plan, will not require compliance with requirements of other laws. Accordingly, the process stipulated under the Code for implementation of the resolution plan is a final and binding process on all stakeholders (including Governmental Authorities).


Yours faithfully,

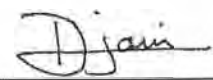


MTC Business Private Limited

401, 4th Floor, Navkar Commercial Complex,
Sir M.V. Road,
Andheri (East)
Mumbai- 400069, Maharashtra, India
Telephone No.: 022-67872900/ 9832224933 (Mr. Anil Jain)
E-mail address: RPlan.SAPL@mtcgroup.in

WITNESS

1. 
Name Anil Jain
Designation:
Date:

2. 
Name Dharmesh Jain
Designation:
Date:



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

SCHEDULE – 1: COMPLIANCE CHECKLIST AGAINST MANDATORY CONTENTS OF THE RESOLUTION PLAN AS PER THE CODE AND THE CIRP REGULATIONS

Section / Regulation	Requirement	Paragraph / Page No. of the Resolution Plan	Compliance (Yes / No)
Section 29A of the Code	As per provisions contained in the Section 29A of the Code.	Requisite details / Information / Documents pertaining to compliance with Section 29A of the Code have been provided by the Resolution Applicant as part of the Resolution Plan/ expression of interest and / or as part of the supporting documents with the Resolution Plan / expression of interest.	Yes.
Section 30(2)(a) of the Code	(2) The Resolution professional shall examine each resolution plan received by him to confirm that each resolution plan – (a) Provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of the other debts of the Corporate Debtor;	Please refer to Paragraph 3.7 of the Resolution Plan.	Yes.
Section 30(2)(b) of the Code	Provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than: (i) the amounts to be paid to the operational creditors in the event of liquidation of the corporate debtor under Section 53; or (ii) the amount that would have been paid to such creditors, if the amount to be distributed	Please refer to Paragraphs 3.8.4, 3.8.5, 3.9.1, 3.9.3, 3.9.4 and 3.15 of the Resolution Plan.	Yes.

Page 94



2

True Copy

J. R. Dave
J. R. Dave

J. R. Dave



Resolution Plan dated March 31, 2021 submitted by MTC Business Private Limited

	<p>under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,</p> <p>whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor</p>		
Section 30(2)(c) of the Code	Provides for the management of the affairs of the Corporate Debtor after approval of the Resolution Plan;	Please refer to Paragraph 5 of the Resolution Plan.	Yes.
Section 30(2)(d) of the Code	The implementation and supervision of the Resolution Plan;	Please refer to Paragraph 6 of the Resolution Plan.	Yes.
Section 30(2)(e) of the Code	Does not contravene any of the provisions of the law for the time being in force;	Please refer to Paragraph 7.8.1 of the Resolution Plan.	Yes.
Section 30(2)(f) of the Code	Confirms to such other requirements as may be specified by the Board	Please refer to the terms and conditions of the Resolution Plan.	Yes.
Regulation 38(1) (a) of the CIRP Regulations	The amount payable under a resolution plan – (a) to the operational creditors shall be paid in priority in payment over financial creditors.	Please refer to Paragraphs 3.8.4, 3.8.5, 3.9.1, 3.9.3, 3.9.4 of the Resolution Plan.	Yes.
Regulation 38(1) (b) of the CIRP Regulations	(b) to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan.	Please refer to Paragraph 3.15 of the Resolution Plan.	Yes.

Page 95



9

True Copy

J. R. Dave
 J. R. Dave
 J. R. Dave

J. R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Regulation 38(1A) of the CIRP Regulations	(1A) A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor	Please refer to Paragraph 7.1 of the Resolution Plan.	Yes.
Regulation 38(1B) of the CIRP Regulations	(1B) A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.	Please refer to Paragraph 7.8.2 of the Resolution Plan.	Yes.
Regulation 38(2)(a) of the CIRP Regulations	A resolution plan shall provide: (a) the term of the plan and its implementation schedule;	Please refer to Paragraph 6 of the Resolution Plan.	Yes.
Regulation 38(2)(b) of the CIRP Regulations	(b) the management and control of the business of the Corporate Debtor during its term; and	Please refer to Paragraph 5 of the Resolution Plan.	Yes.
Regulation 38(2)(c) of the CIRP Regulations	(c) adequate means for supervising its implementation.	Please refer to Paragraph 5 of the Resolution Plan.	Yes.
Regulation 38(3)(a) of the CIRP Regulations	A resolution plan shall demonstrate that – (a) it addresses the cause of default;	Please refer to Paragraphs 7.8.3(a) of the Resolution Plan.	Yes.
Regulation 38(3)(b) of the CIRP Regulations	(b) it is feasible and viable;	Please refer to Paragraphs 7.8.3(b) of the Resolution Plan.	Yes.
Regulation 38(3)(c) of the CIRP Regulations	(c) it has provisions for its effective implementation;	Please refer to Paragraphs 7.8.3(c) of the Resolution Plan.	Yes.



Q

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

Regulation 38(3)(d) of the CIRP Regulations	(d) it has provisions for approvals required and the timeline for the same; and	Please refer to Paragraphs 7.8.3(d) of the Resolution Plan.	Yes.
Regulation 38(3)(e) of the CIRP Regulations	(e) the resolution applicant has the capability to implement the resolution plan.	Requisite details / Information / Documents pertaining to eligibility/capability of the Resolution Applicant has been provided by the Resolution Applicant as part of the Resolution Plan / expression of interest and / or as part of the supporting documents with the Resolution Plan / expression of interest.	Yes.



True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

SCHEDULE – 2: PROJECTED FINANCIALS

Corporate Debtor:

1. Projected Profitability

FY ended March 31,	All amounts in Rs Cr					
	2022	2023	2024	2025	2026	2027
TOTAL Sales	-	919	1,323	1,378	1,378	1,378
Other Income (Scrap)		14	41	42	42	42
Total Income	-	933	1,364	1,420	1,420	1,420
Total Expenses	-	874	1,154	1,194	1,194	1,194
EBIDTA	-	59	210	226	226	226
% EBIDTA		6.3%	15.4%	15.9%	15.9%	15.9%
Interest	4	32	42	39	35	31
Depreciation	118	121	112	90	72	58
PBT	-122	-94	57	97	119	138
Less: Tax						
Current Tax	-	-	12	18	36	41
Deferred Tax	-12	-5	-3	-1	1	2
PAT	-110	-89	47	80	82	95



2

True Copy

 Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

2. Projected Cash Flows

FY ending March 31,	All amounts in Rs Cr					
	2022	2023	2024	2025	2026	2027
Cash Inflows						
RA Funds (Equity/ Quasi-Equity)	99	70	-	-	-	-
Debt (Capex/WC Margin)	69	140	-	-	-	-
EBIDTA	-	59	210	226	226	226
Incr in WC Borrowings	-	129	25	15	-	-
(Incr)/ Decr in Net Current Assets	-	-173	-43	-38	-5	-
Total Inflows	169	225	193	203	222	226
Cash Outflows						
Major Capex	100	150	-	-	-	-
Nomal Capex			10	10	10	10
Loans Repayment						
Upfront Cash payment	54					
FC Deferred Payment	11	43	72	72	72	45
Capex Loan			35	35	35	35
Interest on loans						
Capex Loan	4	17	23	19	15	10
WC Int	-	16	19	20	20	20
Tax payment	-	-	12	18	36	41
Total Outflows	169	225	171	174	188	161
Opening Cash	-	-	0	22	51	85
Surplus/ (Deficit)	-	0	22	29	34	65
Closing Cash	-	0	22	51	85	149



2

[Signature]
James R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

3. Projected Balance Sheet

	All amounts in Rs Cr					
FY ended March 31,	2022	2023	2024	2025	2026	2027
Shareholder's Funds	178	159	206	286	369	464
RA Funds (Equity/ Quasi-Equity)	99	169	169	169	169	169
0.001% OCRPS	189	189	189	189	189	189
Reserves and Surplus	-110	-199	-152	-72	10	106
Non-Current Liabilities	362	453	343	235	129	51
Long Term Liabilities	374	470	363	256	150	70
Secured Loans						
FC Deferred Debt	304	261	189	117	45	-
Capex Loan+WC Margin	69	209	174	139	105	70
Deferred Tax Liabilities/ (Assets)	-12	-17	-20	-21	-20	-19
Current Liabilities	-	186	228	246	246	246
Working Capital Borrowings	-	129	154	169	169	169
Trade Payables	-	57	74	77	77	77
Total Liabilities	540	798	778	768	744	761
Non-Current Assets	540	569	466	387	324	277
Fixed Assets						
Tangible Assets	540	569	466	387	324	277
Current Assets	-	229	311	382	420	485
Inventories	-	154	214	222	222	222
Trade Receivables	-	76	76	109	113	113
Cash and Cash Equivalents	-	0	22	51	85	149
Total Assets	540	798	778	768	744	761

Page 100



3

True Copy

[Signature]
Jimmy R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

SCHEDULE – 3: INDUSTRY OVERVIEW

Introduction

India was the world's second-largest steel producer with production standing at 111.2 million tonnes (MT) in 2019. The growth in the Indian steel sector has been driven by domestic availability of raw materials such as iron ore and cost-effective labour. Consequently, the steel sector has been a major contributor to India's manufacturing output.

The Indian steel industry is modern with state-of-the-art steel mills. It has always strived for continuous modernisation of older plants and up-gradation to higher energy efficiency levels.

Indian steel industry is classified into three categories - major producers, main producers and secondary producers.

Market Size

India's finished steel consumption grew at a CAGR of 5.2% during FY16-FY20 to reach 100 MT. India's crude steel and finished steel production increased to 108.5 MT and 101.03 MT in FY20P, respectively.

From April 2020 to September 2020, India's cumulative production of crude steel was 52.37 MT and finished steel was 47 MT.

Export and import of finished steel stood at 8.24 MT and 6.69 MT, respectively, in FY20P.

Export and import of finished steel stood at 7.10 MT and 2.35 MT, respectively, between April 2020 and October 2020.

Investments

Steel industry and its associated mining and metallurgy sectors have seen major investments and developments in the recent past.

According to the data released by Department for Promotion of Industry and Internal Trade (DPIIT), the Indian metallurgical industries attracted Foreign Direct Investment (FDI) to the tune of US\$ 14.22 billion in the period April 2000-June 2020.

Some of the major investments in the Indian steel industry are as follows:

- In a move towards becoming self-reliant, Indian steel companies have started boosting steel production capacity. To this end, SAIL announced doubling of its at 5 of its steel plants capacity in September 2020.
- In March 2020, Arcelor Mittal Nippon Steel India (AM/NS) acquired Bhandar Power plant in Hazira, Gujarat from Edelweiss Asset Reconstruction Company.
- In February 2020, GFG Alliance acquired Adhunik Metaliks and its arm Zion Steel for Rs. 425 crore (US\$ 60.81 million), marking its entry into the Indian steel market.
- For FY20, JSW Steel set a target of supplying around 1.5 lakh tonnes of TMT Rebars to metro rail projects across the country.
- In December 2019, Arcelor Mittal completed the acquisition of Essar Steel at Rs. 42,000 crore (US\$ 6.01 billion) and formed a joint venture with Nippon Steel Corporation.
- JSW Steel has planned a US\$ 4.14 billion capital expenditure programme to increase its overall steel output capacity from 18 million tonnes to 23 million tonnes by 2020.
- Ministry of Steel plans to invest US\$ 70 million in the eastern region of the country through accelerated development of the sector.

Page 101



True Copy

Jitendra R. Dave



Resolution Plan dated March 11, 2021 submitted by MTC Business Private Limited

- The production capacity of SAIL is expected to increase from 13 MTPA to 50 MTPA in 2025 with total investment of US\$ 24.88 billion.
- Tata Steel has decided to increase the capacity of its Kalinganagar integrated steel plant from 3 million tonnes to 8 million tonnes at an investment of US\$ 3.64 billion.

Government Initiatives

Some of the other recent Government initiatives in this sector are as follows:

- In September 2020, the Ministry of Steel prepared a draft framework policy for development of steel clusters in the country.
- On October 1, 2020, Directorate General of Foreign Trade (DGFT) announced that steel manufacturers in the country can avail duty drawback benefits on steel supplied through their service centres, distributors, dealers and stock yards.
- Government introduced Steel Scrap Recycling Policy to reduce import.
- An export duty of 30% has been levied on iron ore^ (lumps and fines) to ensure supply to domestic steel industry.
- Government of India's focus on infrastructure and restarting road projects is aiding the demand for steel. Also, further likely acceleration in rural economy and infrastructure is expected to lead to growth in demand for steel.
- The Union Cabinet, Government of India approved the National Steel Policy (NSP) 2017, as it intends to create a globally competitive steel industry in India. NSP 2017 envisage 300 million tonnes (MT) steel-making capacity and 160 kgs per capita steel consumption by 2030-31.
- The Ministry of Steel is facilitating setting up of an industry driven Steel Research and Technology Mission of India (SRTMI) in association with the public and private sector steel companies to spearhead research and development activities in the iron and steel industry at an initial corpus of Rs. 200 crore (US\$ 30 million).
- The Government of India raised import duty on most steel items twice, each time by 2.5% and imposed measures including anti-dumping and safeguard duties on iron and steel items.

Road ahead

The National Steel Policy, 2017 envisages 300 million tonnes of production capacity by 2030-31. The per capita consumption of steel has increased from 57.6 kgs to 74.1 kgs during the last five years. The government has a fixed objective of increasing rural consumption of steel from the current 19.6 kg/per capita to 38 kg/per capita by 2030-31.

As per Indian Steel Association (ISA), steel demand will grow by 7.2% in 2019-20 and 2020-21.

Huge scope for growth is offered by India's comparatively low per capita steel consumption and the expected rise in consumption due to increased infrastructure construction and the thriving automobile and railways sectors.

----- End of the Resolution Plan -----

Page 102



2

True Copy

 Jitendra R. Dave