

IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH

C.P. No. 1079/I&BP/2017

Under section 9 of the IBC, 2016

In the matter of  
N. R. Enterprises  
5, Steel Yard House, Sant Tukaram Road,  
Iron Market, Masjid (E),  
Mumbai – 400 009.

....Applicant

v/s.

Sarvesh Builders (I) Pvt. Ltd.  
201, Sea Homes, 2<sup>nd</sup> Floor, Plot No. 3,  
Sector 36, Palm Beach Road,  
Karave Village,  
Opp. Poddar International School  
Navi Mumbai – 400 706.

....Respondent

Order delivered on: 28.07.2017

Coram: Hon'ble Mr. M.K. Shrawat, Member (Judicial)  
Hon'ble Mr. Ravikumar Duraisamy, Member (Technical)

For the Petitioner : Adv. Yadu Bhargavan i/b R. Bhargavan & Associates.  
For the Respondent : Adv. Ankur Kalal i/b Markand Gandhi & Co.

**ORDER**

1. Learned Representative of both sides are present.
2. From the side of the Petitioner a Consent Term of 17.07.27 is placed on record, to be made part of this Order.
3. In the light of the Consent Term, the Petitioner is seeking permission to withdraw the Petition.
4. Petition is '**disposed of**' as withdrawn, with a liberty to mention as prescribed under law, if any, non-compliance of the Consent Terms.

Sd/-

**Ravikumar Duraisamy**  
**Member (Technical)**

Dated : 28.07.2017.

Sd/-

**M.K. Shrawat**  
**Member (Judicial)**

Encl.: Consent Terms.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH AT MUMBAI

APPLICATION NO. 1078 OF 2017

AND

APPLICATION NO. 1099 of 2017

AND

APPLICATION NO. 1079 of 2017

(Under rule 6 of the Insolvency and Bankruptcy (Application to adjudicating Authority) Rules 2016)

CONSENT TERMS

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH AT MUMBAI

APPLICATION NO. 1078 OF 2017

N.R. Enterprises

...Applicant

Vs

Ruparel Estates India Pvt. Ltd.

...Respondent Company

AND

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH AT MUMBAI

APPLICATION NO. 1099 OF 2017

N.R. Enterprises

...Applicant

Vs

Shree Sukhakarta Developers Pvt. Ltd.

...Respondent Company

AND

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH AT MUMBAI

APPLICATION NO. 1079 OF 2017

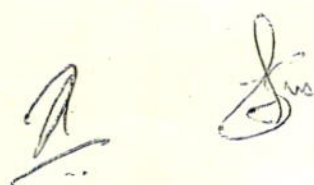
N.R. Enterprises

...Applicant

Vs

Sarvesh Builders (I) Pvt. Ltd.

...Respondent Company



**Whereas:**

**M/S. N. R. ENTERPRISES**, through its Proprietor **SHRI GAUTAM RAKESH GUPTA**, has filed 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017 before the Hon'ble NCLT at Mumbai under Section 9 of the Insolvency and Bankruptcy Code 2016; M/s. N.R. Enterprises is for the sake of brevity hereinafter referred to as "N.R";

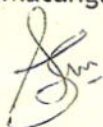
**RUPAREL ESTATES INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act 1956, having its corporate/registered office at Ruparel Iris, 1<sup>st</sup> Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016, is Respondent in Application No 1078 of 2017. **RUPAREL ESTATES INDIA PRIVATE LIMITED** is for the sake of brevity hereinafter referred to as "Ruparel Estates";

**SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its corporate/registered office at Ruparel Iris, 1<sup>st</sup> Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai - 400016, is Respondent in Application no. 1099 of 2017. **SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED** is for the sake of brevity hereinafter referred to as "Sukhakarta".

**SARVESH BUILDERS (INDIA) PVT. LTD.** a Company incorporated under the Companies Act, 1 of 1956, having its corporate/registered office at Ruparel Iris, 1<sup>st</sup> Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016, is Respondent in Application No. 1079 of 2017. **SARVESH BUILDERS (INDIA) PVT. LTD.** for the sake of brevity hereinafter referred to as "Sarvesh".

**M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY**, a partnership firm registered under the Partnership Act, 1932, having its office Ruparel Iris, 1<sup>st</sup> Floor, Plot No. 273, Senapati Bapat Marg, Matunga West, Mumbai, hereinafter referred to as "SSIR", has had dealings with M/s. N.R. Enterprises and is for the sake of brevity hereinafter referred to as "Siddhivinayak";

**KD LITE DEVELOPERS PRIVATE LIMITED** (formerly known as M/s. K.D. Lite Developers) a company incorporated under the Companies Act, 1956, having its corporate office at Ruparel Iris, 1<sup>st</sup> Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016, has had dealings with M/s.



N.R. Enterprises and is for the sake of brevity hereinafter referred to as "KD Lite";

M/S. RENUKA REALTORS a partnership firm and having its administrative office at, 1<sup>st</sup> Floor, Ruparel Iris, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016, has had dealings with M/s. N.R. Enterprises and is for the sake of brevity hereinafter referred to as "Renuka";

1. Ruparel Estates, Sukhakarta, Sarvesh, Siddhivinayak, KD Lite and Renuka are all group companies, firms and entities that form part of the 'Ruparel Group of Companies' (hereinafter the said Companies are jointly referred to as "Ruparel Group of Companies").
2. Ruparel Group of Companies has promoted and are developing various real estate projects in and around Mumbai, Maharashtra; The Ruparel Group of Companies is developing the said various real estate projects under each of their promoted companies/firms/entities viz. Ruparel Estates, Sukhakarta, Sarvesh, Siddhivinayak, KD Lite and Renuka.
3. N.R., Ruparel Estates, Sukhakarta, Sarvesh, Siddhivinayak, KD Lite and Renuka are hereinafter collectively referred to as 'Parties'.
4. N.R., the Operational Creditor, has filed the present Petitions/Applications as against Ruparel Estates viz. Application No. 1078 of 2017; Sukhakarta viz. Application No. 1099 of 2017; and Sarvesh viz. Application No. 1079 of 2017 under Section 9 of the Insolvency and Bankruptcy Code 2016.
5. N.R. is a dealer of 'Steel Authority of India' and is engaged in the business of supplying and stocking of re-enforcing bars (TMT Bars) mainly used by infrastructure project contractors, developers and contractors for infrastructure projects and real estate projects.
6. N.R. has supplied TMT bars to Ruparel Group of Companies, more specifically to Ruparel Estates, Sukhakarta, Sarvesh, K.D. Lite, Siddhivinayak and Renuka vide various Purchaser Orders, Invoices and Delivery Challans as set out in the statement / table annexed hereto as Annexure "A" "B" "C" "D" "E" and "F" herewith.
7. Ruparel Estates, Sukhakarta, Sarvesh, K.D. Lite, Siddhivinayak and Renuka, issued postdated cheques payable approximately 120 (One Hundred and Twenty) days from the date of the Invoice and Delivery Challans. Also, reproduced in the statement/table annexed hereto as Annexure A, B, C, D, E and F are details of the cheques issued by Ruparel, Sukhakarta Sarvesh, K.D. Lite, Siddhivinayak and Renuka to N.R.

As a consequence of Default by the Corporate Debtor:

- A. A sum of Rs. 79,61,093/- (Rupees Seventy Nine Lakhs Sixty One Thousand and Ninety Three Only) towards principal amount and Rs. 10,88,411/- (Rupees Ten Lakhs Eighty Eight Thousand Four Hundred and Eleven Only) towards interest is admittedly due to NR - the Operational Creditor from Ruparel Estates - the Corporate Debtor, as set out in Application No. 1078 of 2017.
- B. A sum of Rs. 4,00,14,640/- (Rupees Four Crores Fourteen Thousand Six Hundred and Forty Only) towards principal amount and Rs. 54,93,773/- (Rupees Fifty Four Lakhs Ninety Three Thousand Seven Hundred and Seventy Three Only) towards interest is admittedly due to NR - the Operational Creditor from Sukhakarta - the Corporate Debtor, as set out in Application No. 1099 of 2017.
- C. A sum of Rs. 1,15,85,752/- (Rupees One Crore Fifteen Lakhs Eighty Five Thousand Seven Hundred and Fifty Two Only) towards principal amount and Rs. 23,81,963/- (Rupees Twenty Three Lakhs Eighty One Thousand Nine Hundred Sixty Three Only) towards interest is admittedly due to NR - the Operational Creditor from Sarvesh - the Corporate Debtor, as set out in Application No. 1079 of 2017.
- D. A total sum of Rs. 5,95,61,485/- (Rupees Five Crore Ninety Five Lakhs Sixty One Thousand Four Hundred and Eighty Five Only) towards principal admittedly due and Rs. 89,64,147/- (Rupees Eighty Nine Lakhs Sixty Four Thousand One Hundred Forty Seven Only) towards interest is admittedly due and payable to NR - the Operational Creditor by the Ruparel Estates, Sukhakarta and Sarvesh- the 'Ruparel Group of Companies'.
- E. N.R. has issued 3 (three) separate Demand Notices all dated 28<sup>th</sup> April 2017 upon Ruparel Estates, Sukhakarta and Sarvesh and thereafter filed 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017, before the National Company Law Tribunal, Bench at Mumbai ("NCLT") for Winding Up of the Corporate Debtors- Ruparel Estates, Sukhakarta and Sarvesh respectively.
8. The Ruparel Group of Companies, jointly and severally have offered to settle the admitted outstanding due to N.R. which N. R. has accepted in full and final settlement of all its claims against all the Group Companies of Ruparel Group of Companies on the following terms:



- a) Ruparel Estates, Sukhakarta, Sarvesh, K. D. Lite, Siddhivinayak and Renuka shall totally and jointly and severally for and on behalf of the Corporate Debtors:
- i. Handover/Pay a sum of Rs. 1,00,00,000/- (Rupees One Crore only) vide Pay Order/Bankers Cheque dated 3<sup>rd</sup> July 2017 bearing No. "749648", drawn on H.D.F.C. Bank Ltd., in favor of N.R. on or before filing of these Consent Terms;
  - ii. Handover 6 (Six) post dated cheques dated 31<sup>st</sup> August 2017 as per Annexure "G" hereto totally aggregating to a sum of Rs. 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) issued in favor of N.R., on or before filing of the Consent Terms. The said cheque(s) will be dated and payable on 31<sup>st</sup> August 2017;
  - iii. The aforesaid shall hereinafter for the sake of brevity be referred to as "Settlement Consideration".

#### 9. Representation and Warranty with respect to Settlement Consideration

Ruparel Estates, Sukhakarta, Sarvesh, K. D. Lite, Siddhivinayak and Renuka along with Mr. Amit Ruparel - Authorised Representative of Ruparel Group of Companies for and behalf of Corporate Debtors hereby jointly and severally represent and warrant that the 6 (six) post dated cheques dated 31<sup>st</sup> August 2017, issued in favor of N.R. aggregating to a sum of 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) as full and final Settlement Consideration shall be deposited by N.R. on 31<sup>st</sup> August 2017; and the same shall be honored without further reference to Parties.

#### 10. Event of Default

In the event the cheques as mentioned Annexure G for a sum of 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) issued, jointly and severally for and on behalf of the Corporate Debtors by Ruparel Estates, Sukhakarta, Sarvesh, K. D. Lite, Siddhivinayak and Renuka; is returned un-paid for any reason whatsoever - the same shall be considered an 'Event of Default' and be deemed default committed jointly and



severally by the Corporate Debtors including K. D. Lite, Siddhivinayak, Renuka and the Authorized Representative of the Ruparel Group of Companies - Mr. Amit Ruparel.

i. **Legal Remedies**

A. Notwithstanding anything contained in any law; in the Event of a Default i.e. in the event of return of Cheques bearing no. i) 000647 (Sarvesh), ii) 011384 (KD Lite), iii) 009224 (Shukhakarta), iv) 004061 (Ruparel), v) 001559 (Siddhivinayak), vi) 002042 (Renuka) all dated 31<sup>st</sup> August 2017 towards the total sum of Rs. 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) as unpaid for any reason whatsoever - the same shall, without any further reference to Parties be considered a breach of the Consent Terms. N.R. and/or its assigns shall in such event have the absolute right and discretion to pursue all such remedies available to N.R. and/or its assigns as under law including but not limited to remedies for breach of the Consent Terms and/or remedies under the Insolvency and Bankruptcy Code 2016

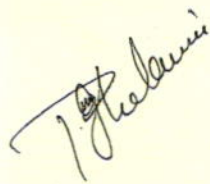
It is agreed by and between the Parties that in the Event of Default; in the event N.R. were to continue and/or revive Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017 before the Hon'ble NCLT and/or were to initiate fresh proceedings against Ruparel Estates, Sukhakarta and/or Sarvesh for balance of claims as set out more specifically in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017, the parties agree that the claim(s) of N.R. as contained in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017 being admitted and accepted jointly and severally by Ruparel Estates, Sukhakarta and Sarvesh (the Ruparel Group of Companies); Ruparel Estates, Sukhakarta and Sarvesh- Corporate Debtors shall not for any reason whatsoever dispute the admitted claim(s) of N.R. and/or be entitled to dispute the claim(s). The Corporate Debtor, in the aforesaid event, further waives service of fresh notice(s) per Form 3, 4 and Section 9 of the Insolvency and Bankruptcy Code, 2016 - as may be required with respect to revival of the claims of N.R. as contained in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017

B. It is admitted by and between the Parties that the total Settlement Consideration of Rs. 5,72,95,353/- - (Rupees Five Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) is a discount to the amount(s) admittedly due and payable by Ruparel Estates, Sukhakarta and Sarvesh to N.R. as set out more specifically in 3 (three) Applications

shall not raise any claim(s) and/or demand(s) and/or initiate any civil and/or criminal or any other proceeding in any court and/or forum or otherwise in any manner whatsoever against Ruparel Estates, Sukhakarta, Sarvesh, Siddhivinayak, K.D. Lite and Renuka - the Ruparel Group of Companies and/or its Share Holders or its Directors, Partners, office bearers as the case may be. Parties shall in such event forthwith concede and/or withdraw any claims/ litigation, Complaint/Proceedings if any, filed or to be filed against each other with respect to all their dealing with each other. It is understood by the Parties, the aforesaid undertaking shall be deemed 'null and void' in the Event of Default.

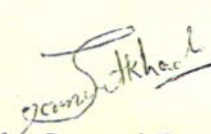
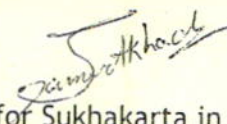
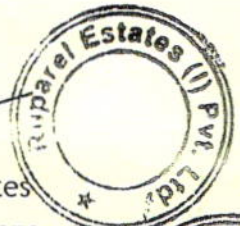
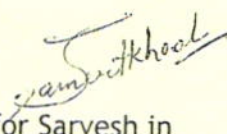
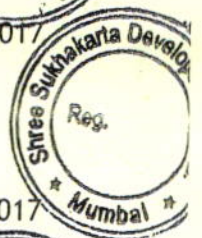
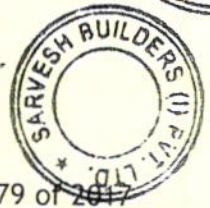
- iii. The parties hereto record that what is stated herein is the complete understanding arrived at between them and accordingly the parties have recorded the same in this Consent Terms. No variance in the terms herein shall be binding on any party unless the same is in writing and duly signed by the parties hereto.

Dated this 17<sup>th</sup> of July 2017

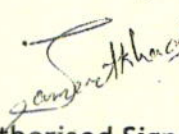


Advocate for Ruparel Estates,  
Sukhakarta, Sarvesh,

for M/s. Markand Gandhi & Co.

  
for Ruparel Estates  
Application no.1078 of 2017  
for Sukhakarta in  
Application no.1099 of 2017  
for Sarvesh in  
Application no.1079 of 2017

For Siddhivinayak

  
(Authorised Signatory)



bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017, before the Hon'ble NCLT.

- C. N.R. - the Operational Creditor, notwithstanding the admitted outstanding due and payable by Ruparel Estates, Sukhakarta and Sarvesh to N.R. as set out more specifically in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017; has agreed to restrict the settlement amount as reflected in the Settlement Consideration on the condition that the 6 (Six) postdated cheques all dated 31<sup>st</sup> August 2017 for an amount Rs. 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) shall be honored without any further reference to Parties, on its deposit by N.R. on 31<sup>st</sup> August 2017.
- D. However, in the Event of Default i.e. in the event of return of cheques bearing no. i) 000647 (Sarvesh), ii) 011384 (KD Lite), iii) 009224 (Shukhakarta), iv) 004061 (Ruparel), v) 001559 (Siddhivinayak), vi) 002042 (Renuka) all dated 31<sup>st</sup> August 2017 towards the total sum of Rs. 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) as unpaid for any reason whatsoever; the Parties admit and agree that N.R. shall be entitled to receive and/or recover from Ruparel Estates, Sukhakarta and Sarvesh (the Ruparel Group of Companies) jointly and severally the entire principle due and payable as set out more specifically in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017 along with interest @ 24% p.a. from the expiry of 120 days of the credit period of the Invoice as set out in the said Applications. The discounted Settlement Consideration as set out in these Consent Terms shall in such event in no way be deemed a waiver of its claim(s) as set out more specifically in 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017, by N.R.

ii. **Full and Final Settlement of all Claims**

In the event the postdated cheques dated 31<sup>st</sup> August 2017 for Rs. 4,72,95,353/- (Rupees Four Crore Seventy Two Lakhs Ninety Five Thousand Three hundred and Fifty-Three Only) is honored on its deposit by N.R. and/or its assigns as contemplated between the Parties; N.R. undertakes to unconditionally withdraw all 3 (three) separate Demand Notice(s) dated 28<sup>th</sup> April 2017 issued to Ruparel Estates, Sukhakarta and Sarvesh and also withdraw all 3 (three) Applications bearing Nos. (i) 1078 of 2017, (ii) 1099 of 2017 & (iii) 1079 of 2017, filed by him/it before the Hon'ble NCLT being the applications for Winding Up of Ruparel Estates, Sukhakarta and Sarvesh respectively. NR further agrees and undertakes that he /it



For KD Lite

*Sankhad*  
(Authorised Signatory)



For Renuka

*Sankhad*  
(Authorised Signatory)



*R. Bhargavan*

Advocate for NR Enterprises  
R. Bhargavan & Associates

*Guatam Gupta*

For NR Enterprises  
Guatam Gupta



ANNEXURE "A"

Statement / Table of Purchaser Orders of Ruparel Estates

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	NRE326/15-16	11,58,894	2,08,029	15-07-2016	11,58,894
2.	NRE336/15-16	12,75,893	2,22,320	25-07-2016	12,75,893
3.	NRE019/16-17	13,59,709	2,01,162	15-08-2016	13,59,709
4.	NRE046/16-17	13,45,806	1,73,443	15-09-2016	13,45,806
5.	NRE062/16-17	13,66,198	1,57,206	25-09-2016	13,66,198
6.	NRE111/16-17	14,54,593	1,26,251	15-12-2016	14,54,593
	<b>TOTAL</b>	<b>79,61,093</b>	<b>10,88,411</b>		

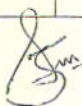
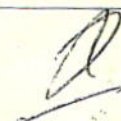




ANNEXURE "B"

Statement / Table of Purchaser Orders of Sukhakarta

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	NRE274/15-16	11,22,599	2,33,255	25-05-2016	11,22,599
2.	NRE299/15-16	11,25,152	2,21,208	15-06-2016	11,25,152
3.	NRE304/15-16	12,18,229	2,37,905	15-06-2016	12,18,229
4.	NRE305/15-16	11,86,817	2,30,990	15-06-2016	11,86,817
5.	NRE309/15-16	11,41,893	2,19,994	25-01-2016	11,40,669
6.	NRE312/15-16	10,28,689	1,94,803	25-06-2016	10,28,689
7.	NRE314/15-16	13,75,967	2,56,043	15-06-2016	13,75,967
8.	NRE328/15-16	7,65,986	1,36,996	25-07-2016	7,65,986
9.	NRE337/15-16	13,01,866	2,26,846	15-07-2016	13,01,866
10.	NRE338/15-16	10,17,324	1,76,596	25-07-2016	10,17,324
11.	NRE342/15-16	10,46,780	1,76,891	15-07-2016	10,46,780
12.	NRE004/15-16	12,62,018	1,98,327	15-08-2016	12,62,018
13.	NRE005/15-16	12,70,599	1,98,840	15-08-2016	12,70,599
14.	NRE015/16-17	12,83,807	1,94,998	15-08-2016	12,83,807
15.	NRE025/16-17	13,23,222	1,90,544	25-08-2016	13,23,222
16.	NRE031/16-17	14,21,555	1,96,291	25-08-2016	14,21,555
17.	NRE035/16-17	14,96,034	2,02,641	25-08-2016	14,96,034
18.	NRE040/16-17	13,73,422	1,83,324	15-09-2016	13,73,422
19.	NRE042/16-17	14,11,311	1,84,669	15-09-2016	14,11,311
20.	NRE048/16-17	12,65,068	1,58,047	25-09-2016	12,65,068
21.	NRE051/16-17	9,37,220	1,15,856	25-09-2016	9,37,220
22.	NRE056/16-17	12,40,210	1,47,602		
23.	NRE057/16-17	12,00,816	1,41,334		
24.	NRE068/16-17	14,23,522	1,58,186		
25.	NRE072/16-17	13,41,403	1,47,297		
26.	NRE079/16-17	14,28,203	1,52,133	15-10-2016	14,28,203
27.	NRE087/16-17	14,47,246	1,49,403	25-10-2016	14,47,246
28.	NRE096/16-17	14,19,428	1,39,998	25-10-2016	14,19,428
29.	NRE103/16-17	14,64,473	1,33,849	15-11-2016	14,64,473
30.	NRE108/16-17	15,30,792	1,36,891	15-11-2016	15,30,792
31.	NRE174/16-17	10,35,383	27,232		
32.	NRE178/16-17	10,76,935	24,784		
33.	NRE252/15-16	30,671	None	None	None
	<b>TOTAL</b>	<b>4,00,14,640</b>	<b>54,93,773</b>		

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ANNEXURE "C"

Statement / Table of Purchaser Orders of Sarvesh

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	NRE192/15-16	9,68,570	2,38,189		
2.	NRE254/15-16	13,51,931	3,11,129		
3.	NRE255/15-16	12,23,279	2,71,870		
4.	NRE257/15-16	9,17,427	2,03,292		
5.	NRE267/15-16	11,18,863	2,38,364		
6.	NRE271/15-16	5,37,419	1,13,432		
7.	NRE272/15-16	12,07,978	2,52,583		
8.	NRE284/15-16	9,64,809	1,92,856		
9.	NRE329/15-16	5,29,616	94,721		
10.	NRE343/15-16	13,47,750	2,27,751		
11.	NRE344/15-16	14,18,110	2,37,776		
12.	On account cheques received as against the outstanding amount.			15-04-2016	10,40,997
				25-04-2016	46,13,563
	<b>TOTAL</b>	<b>1,15,85,752</b>	<b>23,81,963</b>		



ANNEXURE "D"

Statement / Table of Purchaser Orders of K.D. Lite

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	279/16-17	989963			
2.	293/16-17	1000389			
3.	334/16-17	1068948			
4.	67/16-17	1128226			
5.	175/16-17	951131			

*[Handwritten Signature]*

*[Handwritten Signature]*

,997  
,563

ANNEXURE "E"

Statement / Table of Purchaser Orders of Siddhivinayak

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	NRE023/16-17	11,16,839			
2.	NRE113/16-17	1174110			



ANNEXURE "F"

Statement / Table of Purchaser Orders of Renuka

Sr. No.	Sale Invoice No./Purchase Orders	Outstanding Amount (in Rupees)		Post-dated Cheque Date	Post-dated Cheque Amount (in Rupees)
		Principal	Interest		
1.	32/16-17	1050840			
2.	81/16-17	1125709			
3.	97/16-17	1168757			
4.	172/16-17	1183712			
5.	179/16-17	806644			

*[Handwritten Signature]*

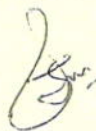
*[Handwritten Signature]*



ANNEXURE "G"

Table of post dated cheques

Sr. No.	Date	Cheque No.	Amount (Rupees)
1.	31.08.2017	000647	Rs.1,15,85,027/-
2.	31.08.2017	001559	Rs. 22,90,949/-
3.	31.08.2017	011384	Rs.51,38,653/-
4.	31.08.2017	002042	Rs.53,35,662/-
5.	31.08.2017	004061	Rs.79,61,093/-
6.	31.08.2017	009224	Rs.1,49,83,969/-
		TOTAL	Rs.4,72,95,353/-



RENUKA REALTORS

Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273,  
Senapati Bapat Marg, Matunga Road (W),  
Mumbai - 400016. Mob: 24391100



RUPAREL  
REALTY  
LIVE ICONIC

AUTHORITY LETTER

We Sarvesh Builders (I) Pvt Ltd, being partner of Renuka Realtors, through our Director Mr. Amit Mahendra Ruparel do hereby authorized SAMEER KHADE, to be the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, in the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company"

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR M/S. RENUKA REALTORS  
Sarvesh Builders (I) Pvt Ltd

*Amit*

Partner



RUPAREL REALTY

Corporate Office: Ruparel Iris, Level 1 & 2, Next to Agmark Laboratory, Senapati Bapat Marg,  
Matunga Road (West), Mumbai - 400016.

Tel.No.: 022 2439 1100 • Email: info@ruparel.in • Website: www.ruparel.in



CERTIFIED TRUE COPY of the Resolution passed by the Board of Directors of RUPAREL ESTATES INDIA PRIVATE LIMITED. in their meeting held on 30<sup>th</sup> day of June, 2017 at their Administrative Office at Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016.


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“RESOLVED THAT SAMEER KHADE, the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, in the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company”

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR RUPAREL ESTATES INDIA PRIVATE LIMITED

  
Director





CERTIFIED TRUE COPY of the Resolution passed by the Board of Directors of Shree Sukhakarta Developers Pvt. Ltd. in their meeting held on 30<sup>th</sup> day of June, 2017 at their Administrative Office at Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016.

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“RESOLVED THAT SAMEER KHADE, the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, before the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company”

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR SHREE SUKHAKARTA DEVELOPERS PVT. LTD.

Director





CERTIFIED TRUE COPY of the Resolution passed by the Board of Directors of SARVESH BUILDERS (INDIA) PVT. LTD. in their meeting held on 30<sup>th</sup> day of June, 2017 at their Administrative Office at Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016.

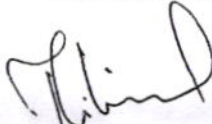
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“RESOLVED THAT SAMEER KHADE, the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, in the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company”

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR SARVESH BUILDERS (INDIA) PVT. LTD.

  
Director



SHREE SIDDHIVINAYAK REALHOMES PRIVATE LIMITED.

Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273,  
Senapati Bapat Marg, Matunga Road (W),  
Mumbai - 400016. Mob: 24391100



**RUPAREL**  
REALTY  
LIVE ICONIC

CERTIFIED TRUE COPY of the Resolution passed by the Board of Directors of SHREE SIDDHIVINAYAK REALHOMES PRIVATE LIMITED. in their meeting held on 30<sup>th</sup> day of June, 2017 at their Administrative Office at Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016.

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“RESOLVED THAT SAMEER KHADE, the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, in the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company”

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR SHREE SIDDHIVINAYAK REALHOMES PRIVATE LIMITED

Director



**RUPAREL REALTY**

Corporate Office: Ruparel Iris, Level 1 & 2, Next to Agmark Laboratory, Senapati Bapat Marg,  
Matunga Road (West), Mumbai - 400016.

Tel. No.: 022 2439 1100 • Email: info@ruparel.in • Website: www.ruparel.in



CERTIFIED TRUE COPY of the Resolution passed by the Board of Directors of KD LITE DEVELOPERS PRIVATE LIMITED. in their meeting held on 30<sup>th</sup> day of June, 2017 at their Administrative Office at Ruparel Iris, 1<sup>st</sup> Floor, Final Plot No. 273, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016.

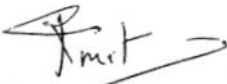
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“RESOLVED THAT SAMEER KHADE, the Authorized Representative of the Company is hereby authorized to sign and/or represent for and on behalf of the Company in Application No. 1099 of 2017, 1078 of 2017, 1079 of 2017, in the National Company Law Tribunal at Mumbai and all connected proceedings to settle and or withdraw complaint and all proceedings arising there from including if any, and to sign all the documents i.e. Vakalatnama, Agreement for Settlement, Consent Terms, etc. and all other ancillary documents in respect of Legal proceedings for and on behalf of the Company”

Certified True Copy

Date this 01<sup>st</sup> day of the July, 2017

FOR KD LITE DEVELOPERS PRIVATE LIMITED

  
Director



CONSENT TERMS

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DATED THIS 17<sup>th</sup> DAY OF JULY, 2017

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