

MINUTES OF THE THIRTY SECOND MEETING OF THE COMMITTEE OF CREDITORS OF SKYLARK MANSIONS PRIVATE LIMITED - PROJECT ITHACA THAT WAS HELD AT 5:30 P.M., TUESDAY ON 23RD JANUARY 2024, AT 404/2, 7TH MAIN, 9TH CROSS, 2ND BLOCK, JAYANAGAR, BENGALURU - 560 011 THROUGH VIDEO CONFERENCING

ATTENDANCE

- | | |
|---|---------------------------------|
| 1. Chairman
& Resolution Professional | Mr. Kondisetty Kumar Dushyantha |
| 2. Authorized Representative of
the Homebuyers | Mr. Raghuram Manchi |
| 3. ICICI Bank Limited | Mr. Rajeev Angamuthu |
| 4. HDFC Limited | Mr. Shridhar Chinni |
| 5. ICICI Home Finance Limited | Mr. Arpit Kela |
| 6. Member of SIBWA | Mr. Krishnan V |
| 7. Member of SIBWA | Mr. Mahesh Jagiasi |
| 8. Member of SIBWA | Mr. Dhimant Antani |
| 9. Director of the Suspended
Board | Mr. Saleem Sheriff |

Special Invitee's for Item No. 5

- | | |
|-----------------|--------------------------|
| 10. Ramky Group | Mr. Taraka Rajesh Dasari |
| 11. Ramky Group | Mr. Nanda Kishore, CEO |

1. CHAIRMAN OF THE MEETING

Pursuant to Regulation 24(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. Mr. Kondisetty Kumar Dushyantha, the Resolution Professional occupied the chair and initiated the roll call for the participants of the meeting.

2. QUORUM OF THE MEETING

Pursuant to Regulation 22(1) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, the Resolution Professional confirmed the presence of requisite quorum.

S. No	Attendees	% Voting Rights
1.	HDFC Limited	00.69
2.	Homebuyers	84.93
3.	ICICI Bank Limited	14.13
4.	ICICI Home Finance Limited	00.25
	Total	100.00

The meeting being quorate, the Resolution Professional called the meeting to order.

3. NOTING THE MINUTES OF THE PREVIOUS COC MEETING HELD ON 2ND DECEMBER 2023

The Chairman placed the minutes of the 31st Meeting of the Committee of Creditors held on 2nd December 2023 that was circulated on 4th December 2023.

The Committee took note of the same.

4. NOTING THE STATUS OF THE CORPORATE INSOLVENCY RESOLUTION PROCESS OF SKYLARK MANSIONS PRIVATE LIMITED- PROJECT ITHACA

The Chairman presented the status of the Corporate Insolvency Resolution Process of the Corporate Debtor as follows:

a. PROCEEDINGS BEFORE THE APPELLATE AUTHORITY:

Below are the appeals before the Hon'ble NCLAT against admission of CIR Process:

Sl. No	Appeal Number	Transfer appeal number	Appellant	Respondents
1	Company Appeal (AT) (Ins) No. 647/20	TA (AT) No. 102/2021	Nishaat Saleem	Skylark Ithaca Buyers Welfare Association & 2 Ors.
2	Company Appeal (AT) (Ins) No. 682/2020	TA (AT) No. 103/2021	ICICI Bank Ltd.	Skylark Ithaca Buyers Welfare Association & 2 Ors.

The matters were listed before the Hon'ble NCLAT on 28th November 2023. However, due to paucity of time, the same has been adjourned to 2nd February 2024.

b. PROCEEDINGS BEFORE THE ADJUDICATING AUTHORITY:

Below is the status of the applications before this Hon'ble NCLT:

Sl No	IA No	Petitioner	Respondent	Sec under which the application has been filed	Brief on the application
1	201/2023	RP	NA	60(5)(a)	a) to pass appropriate orders of the MoU

					<p>dated 13-12-2022 entered between the Promoters and SIBWA, as part of 'Going Concern' voted with approval of 84.92% of CoC members</p> <p>b) If MOU is approved for implementation as part of Going Concern during CIRP, pass orders to extend the CIRP timeline for a period of another 14months to 4 years till the Project is completed or all the creditors are settled whichever is earlier</p> <p>c) pass orders with respect to pending avoidance application</p>
2	41/2021	RP	<p>Saleem Sheriff-R1 Omar Sheriff-R2 Shorab Sheriff-R3 ICICI Bank-R4 ICICI Home Finance-R5</p>	66	<p>PUFE Transaction</p> <p>a)Directions against R1,R2 and R3 to pay Rs.113 cr</p> <p>b)Directions against R1,R2 and R3 to pay Rs.94.90 cr</p> <p>c)Directions to R4 to withdraw claim of Rs.110 Cr on account of negligence</p>

					d)Directions to R4 for utilization of 4 Acre land at Hirandanahalli which was purchased out of funds diversion e)Directions to R5 to withdraw claim of Rs.1.94 Cr
3	169/2021	L&T	Skylark Mansions Pvt Ltd-R1 Ithaca Estates Pvt Ltd-R2 Ramanathan Bhuvaneshwari-R3	Sec 60(5)(a), (b), (c) and Sec 14(1)(d) and Section 18	a) Direction to the RP to take stock of materials, machinery and other items of the applicant and return materials, machinery and other items to the applicant b) To Direct the RP to admit the claims of the applicant to the extent of Rs.20,98,84,009/-
4	485/2023	Homebuyers association	RP	60(5)	Direction to RP for implementation of MoU
5	337/2023	L&T	RP		The IA was filed for facilitating removal of material from site, which has been completed to a major extent.
6	656/2023	ICICI Bank Limited and ICICI Home Finance Company Limited	RP		Impleading Application in IA 201/2023

7	657/2023	ICICI Bank Limited and ICICI Home Finance Company Limited	SIBWA and RP	60(5)	Impleading Application in IA 485
8	670/2023	filed by ICICI			Challenging the MOU

Further, the Hon'ble NCLT was pleased to grant exclusion of 217 days from calculation of CIR Period from 24th March 2020 to 30th July 2020 on account of High Court Stay and from 31st August 2023 to 28th November 2023 on account of pendency of appeal before the Hon'ble NCLAT, at the hearing held on 5th January 2024. Accordingly, the revised date of closure of CIRP shall be 27th February 2024.

The next date of the hearing is 30th January 2024.

c. DISCLOSURE ON THE WEBSITE:

As informed earlier, the website has been created at <https://www.projectihaca.in> and the homebuyers are re-submitting the claim form which is enabling the undersigned to collate the details and address the concerns of the homebuyers.

Following disclosures have been made on the website for the information of the stakeholders from the conclusion of previous meeting till date of this meeting:

- a. CIRP Cost allocation to Homebuyers
- b. Details of Bank Account for remittance of CIRP Cost

d. INTERACTION WITH HOMEBUYERS:

Subsequent to the meeting of Committee of Creditors on 2nd December 2023 at 6.15 pm, an interactive meet with the homebuyers was organized to update the

homebuyers about the status of the CIRP and to address the issues of the Homebuyers.

e. MEMORANDUM OF UNDERSTANDING FOR CONSTRUCTION OF THE PROJECT:

The Chairman briefed that on 12th December 2023, the Resolution Professional received confirmation vide email from Ramky Estates & Farms Limited to enter into an MoU for commencement of construction at the Project Ithaca and that they shall be sharing the draft MoU shortly for discussion and necessary actions.

Further, the draft MoU was received on 30th December 2023 and the revised draft MoU was received on 11th January 2024.

5. DISCUSSION ON WAY FORWARD FOR EXECUTION AND COMPLETION OF THE PROJECT ITHACA

The Chairman placed the draft MoU dated 23.01.2024 being entered into between homebuyers, development manager, promoters, SMPL and IEPL as provided by Ramky Group considering the suggestions and amendments made by the members of SIBWA before the Committee of Creditors.

Mr. Mahesh Jagiasi, representative of SIBWA, welcomed the MoU and expressed that the homebuyers were looking forward for the same. He also submitted that they wished to make some minor amendments to certain clauses of the MoU before its execution.

Mr. Nandakishore, CEO of Ramky Group confirmed that they shall be able to conclude the MoU soon with only minor terms or covenants remaining to be amendment before it can be executed.

The Highlights of the MoU were presented in brief by the Resolution Professional.

PARTIES TO THE MOU:

1. Members of the Committee of Creditors

Mr. Raghuram Manchi, Authorized Representative of Homebuyers
Representative of Allotees
Representative of Creditors

2. Ramky Estates & Farms Limited (Ramky)

to be Represented by its Managing Director/ Chairman

3. Skylark Mansions Private Limited (SMPL)

to be Represented by Mr. Saleem Sheriff, Managing Director

4. Ithaca Estate Private Limited (IEPL)

to be Represented by its Authorized Representative

5. Mr. Saleem Sheiff, Mr. Omar Sheriff & Mr. Shorab Sheriff

Promoters of SMPL and IEPL are also termed as Developers.

❖ RAMKY TO BE APPOINTED AS DEVELOPMENT MANAGER FOR THE PROJECT.

Ramky Estates as the Development Manager shall be granted all the necessary authority required to develop and manage the Project by executing Development Management Agreement along with general power of attorney /supplemental development agreements, letters of authorization, etc., as shall be called for by Ramky Estates.

❖ SETTLEMENT OF ICICI LOAN

Subject to the terms of this MOU within 90 (ninety) days from the date of execution of MOU, the Developers/ Promoters with the support of Ramky Estates shall ensure that the existing

loan/mortgage on the Project and Project land shall be cleared and discharged or taken over by ARCs/AIFs/NBFCs/Financial Institutions.

❖ **WITHDRAWAL OF THE CORPORATE DEBTOR FROM CIRP**

CoC with unanimous favourable voting shall pass the requisite resolution for invocation of section 12A of IBC and file the application in this regard before NCLT/NCLAT for withdrawal of the Company Petition (IB) No. 389/BB/2019 filed before NCLT, Company Appeal (AT) No.647 of 2020 filed before NCLAT and connected matters filed in respect thereof; and accordingly, obtain the unconditional withdrawal order in connection therewith.

Homebuyers suggested the following in connection with the withdrawal of CD from CIRP process:

COC should start process of 12A, post settlement of ICICI, All other admitted claim/debtors & after receiving below documents

- a) ARCs/AIFs/NBFCs/Financial Institutions NOC for sale of the units booked by the home buyers who are part of SIBWA & Non-Association Buyers who are willing to pay enhanced rates etc.
- B) Issue of Registered mortgage redemption deeds for home buyers to confirm that ARCs/AIFs/NBFCs/Financial Institutions claims against the sold units stand closed.

Mr. Mahesh Jagiasi insisted on a NOC from ICICI Bank to this effect to assure the Homebuyers.

Mr. Saleem Sheriff, the Suspended Director concurred with Mr. Tarak Dasari and assured the homebuyers that the hypothecation to ICICI Bank was only against the receivables from the Project.

Mr. Krishnan, representative of SIBWA, also confirmed that he was also informed by ICICI Bank that the mortgage pertain to only to the receivables from the Project and not on sold units.

Mr. Rajeev, representative of ICICI Bank, also confirmed the understanding that on sold units non-existence of mortgage by it.

Further, Mr. Tarak Dasari, representative of Ramky group stated that 12A withdrawal as envisaged in the MoU shall be only after ARC takes over the loan of ICICI Bank and accordingly the security interest held by ICICI Bank shall also move to the acquirer/investor and no new NOC shall thus be required for sold units as the security is only on the receivables of the Project.

❖ **PAYMENT OF BALANCE DUES AND ENHANCEMENT:**

The allottees shall pay the balance consideration as per milestone stated in the original agreements. Out of the said escalated cost of Rs. 1,200/- per sq. ft. of saleable area:

- (i) Rs.1,000/- per sq. ft. of saleable area shall be paid on the basis of milestone achievement as per the payment milestones as provided under **Schedule D** hereunder and also recorded under the supplementary agreements to be executed with the Allottees; and

Schedule D

Milestone	Amount payable
Within 120 days from the date of commencement of construction	Rs.200/- per Sq. ft.
Upon completion of Painting of specific block	Rs.200/- per Sq. ft.
Upon completion of Flooring of specific unit	Rs.200/- per Sq. ft.
Upon completion of fixing of Joinery for specific unit	Rs.200/- per Sq. ft.

Upon renewal of all the approvals	Rs.200/- per Sq. ft.
Upon Possession	Rs.200/- per Sq. ft. + GST on Rs.1,200/- per Sq. ft.

- (ii) Rs. 200/- per sq. ft. of saleable area + GST on the entire Rs. 1,200/- shall be paid at the time of execution of the absolute sale deed whereunder possession of the unit shall be handed over to the Allottees.
- (iii) Delay in payment of the cost/consideration as per the agreed payment schedule shall be subject to delay interest calculated @16% per annum calculated from the due date till the actual date of payment.
- (iv) Execution of the absolute sale deed shall be subject to the Allottees paying the entire sale consideration for the unit (including the escalated cost). In this regard, COC shall within 15 (fifteen) days from the date hereof seek consent of all of the Allottees, in the format annexed herewith as Annexure IV;

SIBWA suggested the following:

- a. Initially project shall be funded by Ramky Estates to complete 2 to 3 towers before we they could move into milestone-based payment.
- b. If Ramky Estate does not meet the agreed timelines RERA penalty shall apply as applicable.

Mr. Tarak Dasari, representative of Ramky Group, informed the committee that they shall bring working capital for the initial 90 days of the construction to bring momentum. However, asking to fund construction of 2 to 3 towers shall not be feasible.

The Resolution Professional in light of the same requested Ramky Group to provide a works and cost estimate for the period to have clarity and to avoid ambiguity of the same.

Mr. Krishnan, representative of SIBWA also insisted that a budget to incur for 120 days be provided to build confidence.

Mr. Nandakishore, CEO of Ramky Group expressed that they have a background detailing 90 days was only feasible.

❖ **TIMELINES FOR THE COMPLETION OF PROJECT**

Development Manager shall ensure to complete the Phase I Development within 15 months from the execution of the Transaction Documents; and Phase II Development within 3 (three) years from the execution of the Transaction Documents.

Further, swapping of units from Phase II to Phase I shall be facilitated based on various scenarios and availability.

Mr. Tarak Dasari, representative of the Ramky Group informed that the timelines for execution of the Project shall begin from the time of execution of definitive agreements and not the MoU.

The Resolution Professional insisted that we have definitive timelines for the definitive documents and suggested them to be placed along with the MoU.

Mr. Nandakishore, CEO of Ramky Group informed that definitive agreements could be made within 45 days from execution of the MoU.

❖ EXIT OF ALLOTTEES FROM THE PROJECT AND EXECUTION OF DEED OF CANCELLATION

Allotees wishing to exit shall have to enter into a cancellation agreement/deed, within 15 days of the execution of the cancellation deed the payments shall be processed.

Mr. Raghuram Manchi, representative of Homebuyers requested clarity on the home loans of allottees opting for exit from the Project.

Mr. Nandakishore, CEO in response confirmed that exit homebuyers shall be paid only the principal sums without penalty or interest and that the allottees shall have to independently handle the home loans and credit facilities availed by them with financial institutions.

❖ SETTLEMENT OF OTHER CREDITORS

Mr. Mahesh Jagiasi, representative of SIBWA expressed that the clause to settle other creditors was essential as they were envisaging withdrawal under 12A and contemplate other creditor post withdrawal may litigate further.

Mr. Nandakishore, CEO of Ramky group assured that enough ring fencing was being was being carried out at the MoU stage itself, building consensus among all creditors.

Further, Mr. Tarak, representative of Ramky group clarified that the creditors (other than ICICI Bank) who have an agreement shall be settled from the Project's cash flows.

❖ WITHDRAWAL OF PETITIONS / COMPLAINTS / APPEALS

Within 90 (ninety) days from the date of settlement ICICI Loan, the Allottees shall keep all such complaints, petitions, and /or appeals that are pending before various courts claiming refund, of amounts with interest, delay compensation, handover of units and so on against the Project, IEPL and SMPL or its directors/promoters in the various forum including but not limited to RERA, statutory tribunals, judicial authorities and quasi-judicial authorities withdrawn. List of the Allottees, along with details of the units allocated to them, petitions/appeals/complaints filed by each of the Allottees is more fully listed under.

SIBWA suggested the following:

- a) Project, IEPL and SMPL or its directors/promoters in the various forums including but not limited to RERA, statutory tribunals, judicial authorities and quasi-judicial authorities shall be on hold.
- b) Cases will stand withdrawn post possession of flat or cancellation of deed with refund whichever is earlier.

Mr. Tarak emphasized that it was essential to withdraw appeals, litigations, petitions, complaints for Ramky Group to take over the Project and bring investors and for further funding and execution of the Project.

Mr. Raghuram Manchi, representative of Homebuyers concurred with the same and expressed that it was not legally possible to keep pending the decrees or order passed.

Mr. Rajeev, representative of ICICI Bank, informed the committee that the document was under perusal by their legal team, and that they will offer their comments by email shortly.

Mr. Shridhar Chinni, representative of HDFC Bank, informed the committee to explore the options to settle them as well upfront. He also expressed that he would be ok if homebuyers agreed to pay their loans vicariously.

The Resolution Professional also proposed to form a subcommittee to assist in the execution of the construction of the project with key members of the committee of creditors, promoter as an invitee, and development manager as invitees.

“RESOLVED THAT the Resolution Professional be and is hereby be authorized to form a Sub-Committee for Committee of Creditors for commencement of construction and execution of Project and be constituted with authorized representative of home buyers, inclusive of nominees from members of financial institutions, promoters and development manager as invitees to committee.

RESOLVED FURTHER THAT the Sub-Committee shall be authorized to oversee the construction of the project, to negotiate terms of reference of the Memorandum of Understanding and Definitive Agreements in connection with commencement of construction and execution of the Project.

RESOLVED FURTHER THAT the Resolution Professional shall act as chairman for the sub-committee and the notice period for the sub-committee meetings shall be 48 hours.”

6. APPROVAL OF FEE TO THE RESOLUTION PROFESSIONAL, MR. KONDISETTY KUMAR DUSHYANTHA

The Chairman stated that the Resolution Professional was appointed by the Hon'ble National Company Law Tribunal vide order dt. 03.05.2023 in I.A No. 263 of 2023 in C.P IB 389 BB 2019.

The Resolution Professional had agreed to take up the assignment for a professional fee of Rs. 3,50,000/- per month inclusive of GST, excluding out-of-pocket expenses which shall be approved by the members of the Committee of Creditors.

The Chairman, after due deliberations, placed the following Resolution(s) for consideration and approval of the Committee of Creditors:

“Resolved that the Committee of Creditors be and hereby approve the Professional Fee of Rs. 3,50,000/- per month inclusive of GST (Rupees Three Lakhs Fifty Thousand Only), excluding out of pocket expenses to Mr. Kondisetty Kumar Dushyantha, the Resolution Professional.”

As the members of the Committee of Creditor attend the meeting through video conferencing the Chairman has proposed to put the resolution for voting through electronic means.

7. APPROVAL OF CORPORATE INSOLVENCY RESOLUTION PROCESS COST FOR THE PERIOD STARTING FROM 25.07.2023 TILL 22.01.2024

The Chairman stated that the resolution professional has been in office since 03.05.2023 pursuant to his appointment by the Hon'ble National Company Law Tribunal, Bengaluru Bench vide Order dt. 03.05.2023 in I.A No. 263 of 2023 in C.P IB 389 BB 2019.

The following expenditure incurred in connection with the Corporate Insolvency Resolution Process for the period starting from 25.07.2023 to 22.01.2024 was placed before the meeting:

SKYLARK MANSIONS PRIVATE LIMITED - PROJECT ITHACA		
CIRP COST INCURED FROM 25.07.2023 to 22.01.2024		
S. No	Particulars	Amount in Rs.
1	Security Services	15,75,000
2	Accounting and Bookkeeping	3,29,150
3	Legal Fee for Counsel at NCLAT	2,00,100
4	Voting Platforms	20,060
5	Stationery	1,525
6	E Filing Fees	2,360
7	Website	2,65,500
8	Postage and Miscellaneous	4,336
9	Conveyance	392
10	Video Conferencing	3,000
11	Professional Fee of Authorized Representative and out of pocket expense	2,01,800
	TOTAL	26,03,223.00

The Chairman, after due deliberations, placed the following Resolution(s) for consideration and approval of the Committee of Creditors:

“RESOLVED THAT the Committee of Creditors be and hereby approve and ratify the expenses incurred for a period starting from i.e., 25.07.2023 till 22.01.2024 in connection with the Corporate Insolvency Resolution Process of Skylark Mansion Private Limited - Project Ithaca to the tune of Rs. 26,03,223 (Rupees Twenty-Six Lakhs Three Thousand Two Hundred Twenty-Three Only).”

As the members of the Committee of Creditor attend the meeting through video conferencing the Chairman has proposed to put the resolution for voting through electronic means.

8. APPROVAL OF THE ESTIMATED CORPORATE INSOLVENCY RESOLUTION PROCESS COST THE RESOLUTION PROFESSIONAL FOR THE PERIOD STARTING FROM MAY 2023 TO MARCH 2024

The Chairman presented the estimated the Corporate Insolvency Resolution Process from May 2023 to March 2024 as follows:

SKYLARK MANSIONS PRIVATE LIMITED - PROJECT ITHACA		
CIRP COST ESTIMATE FROM MAY 2023 - MARCH 2024		
S. No	Particulars	Amount in Rs.
1.	RP Fees inclusive of GST (03.05.2023 to 03.03.2024)	38,50,000.00
FEB 2024 - APRIL 2024		
2.	Security Services	6,75,000.00
3.	Legal Fee for Counsel at NCLAT	1,20,000.00
4.	Voting Platforms	40,000.00
5.	Stationery	1000.00
6.	E Filing Fees	9000.00
7.	Website	88,500
8.	Postage and Miscellaneous	1500.00
9.	Conveyance (Site Visit)	3000.00
10.	Video Conferencing	2000.00
11.	TOTAL	47,90,000.00

The Chairman, after due deliberations, placed the following Resolution(s) for consideration and approval of the Committee of Creditors:

“RESOLVED THAT the Committee of Creditors be and hereby approve the CIRP Cost estimated by the Resolution Professional, Mr. Kondisetty Kumar Dushyantha from May 2023 to March 2024 in connection with the Corporate Insolvency Resolution Process of Skylark Mansion Private Limited - Project Ithaca to the tune of Rs. 47,90,000/- (Rupees Forty-Seven Lakhs Ninety Thousand Only).”

As members of the Committee of Creditors attend the meeting through video conferencing the Chairman has proposed to put the resolution for voting through electronic means.

The meeting was concluded at 6.30 p.m.

Sd/-

Kondisetty Kumar Dushyantha

Resolution Professional of Skylark Mansions Private Limited

Regn No. IBBI/IPA-002/IP-N00237/2017-18/10688

#404/2, 7th Main, 9th Cross, 2nd Block, Jayanagar

Bengaluru - 560 011.

Place: Bengaluru

Date: 25.01.2024