

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507,
TPS IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai – 400028
(Maharashtra).

Tel. No.: 022-49669011 | Email: liquidation.ashapura@gmail.com

01st February, 2023

1	BSE Limited P J Towers Dalal Street MUMBAI - 400 001. Scrip Code : 534567	2	National Stock Exchange of India Limited Exchange Plaza, 5th Floor Plot No.C/1, G Block, Bandra - Kurla Complex Bandra (E), MUMBAI - 400 051. Scrip Code : AIFL
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Dear Sir/Madam,

Sub: Intimation of Stakeholders meetings to be held on 04th March, 2023 as per the order of the Hon'ble National Company Law Tribunal, Court – I Mumbai Bench ("NCLT") dated 15th November, 2022.

Please be informed that as per the order dated November 15, 2022, the Hon'ble National Company Law Tribunal, Court-I Mumbai Bench ("Tribunal" or "NCLT") has directed to convene stakeholders meeting which shall be a separate meeting of the secured creditors, unsecured creditors, operational creditors and workmen employees of the Company to be held, for the purpose of considering, and if thought fit, the the compromise embodied in the Scheme of Compromise under section 230 of Companies Act, 2013 ("Scheme") under the provisions of Sections 230 of the Companies Act, 2013 and the other applicable provisions thereof and applicable rules thereunder.

In pursuance of the aforesaid Order and as directed therein, in compliance with the applicable provisions of the Companies Act, 2013 ("Act") and circulars issued thereunder, as amended from time to time and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR"), further intimation is hereby given that separate meeting of secured creditors, unsecured creditors and operational creditors of the Company will be held through video conferencing/other audio-visual means ("VC/OAVM"), as per the schedule mentioned below:

S. No.	Class of Meeting	Time(IST)	Date of Meeting
1.	Secured Creditors	11:00 AM	04-03-2023
2.	Unsecured Creditors	02:00 PM	04-03-2023
4.	Operational Creditors	10:00 AM	06-03-2023
5.	Workmen Employees	02:00 PM	06-03-2023

In connection with the same, please find enclosed herewith the following:

1. Copy of the order dated 15th November, 2022 passed by the National Company Law Tribunal Court-I, Mumbai Bench directing, interalia, convening the meeting of the stakeholders of Ashapura Intimates Fashion Limited.
2. Copy of scheme of compromise or arrangement;

3. Separate notices of meetings to be held of Secured Creditors, Unsecured Creditor, Operational Creditors and Workmen Employees.

Kindly take the same on record.

Thanking you,

Yours faithfully,

For Ashapura Intimates Fashion Limited

The image shows a handwritten signature in blue ink on the left. To its right is a circular purple stamp. The stamp contains the text: "BHAVESH M. RATHOD" at the top, "IP REGN. No. IBB/I/PA-001" in the center, "IP-P01200/" below that, and "2018-19/11910" at the bottom. The outer ring of the stamp reads "INSOLVENCY PROFESSIONAL".

(Bhavesh Rathod)

Chairperson appointed by Hon'ble NCLT for the Meeting of Stakeholders of the
Ashapura Intimates Fashion Limited

liquidation.ashapura@gmail.com

Encl.: as above

NOTICE OF FINANCIAL CREDITORS

ASHAPURA INTIMATES FASHION LIMITED

Registered Office	:	Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai 400028, (MH).
Tel. no.	:	022-49669011
CIN	:	L17299MH2006PLC163133
E-mail	:	liquidation.ashapura@gmail.com

NOTICE OF TRIBUNAL CONVENED MEETING OF THE FINANCIAL CREDITORS OF ASHAPURA INTIMATES FASHION LIMITED

(Convened pursuant to orders dated 15-11-2022 Passed by Hon'ble Bench of the National Company Law Tribunal, Court-I, Mumbai Bench)

MEETING

DAY	Saturday
DATE	04 th March, 2023
TIME	11.00A.M. (Indian Standard Time)
VENUE	Meeting to be held through Video Conferencing ("VC") or Other Audio Visual Means ("OAVM")

REMOTE E-VOTING:

Commencing on 13 February, 2023 at 9:00 A.M. (Indian Standard Time) and ending on 28 February, 2023 at 5.00 P.M. (Indian Standard Time).

POSTAL BALLOT:

Commencing on 13 February, 2023 at 9:00 A.M. (Indian Standard Time) and ending on 28 February, 2023 at 5.00 P.M. (Indian Standard Time).

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road,
Mahim Division, Dadar-W, Mumbai – 400028 (Maharashtra).

Tel. No.: 022-49669011 | Email: liquidation.ashapura@gmail.com

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FORM NO. CAA. 2

[Pursuant to Section 230 (3) and rule 6 and 7)]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
COURT-I, MUMBAI BENCH**

**Company Petition No. IA 2410/2020 IA 279/2021 IA 726/2021 IA2990/2021 IA
765/2021 in C.P./(IB)/4488/MB/2018**

In the matter of:

The Companies Act 2013.

And

In the matter of:

An application under Sections 230 of the Companies Act 2013.

And

In the matter of:

The Companies (Compromises, Arrangements and Amalgamations) Rules 2016

In the matter of:

**The Insolvency and Bankruptcy Code, 2016 read with IBBI (Liquidation Process)
Regulations, 2016**

And

In the matter of:

**Ashapura Intimates Fashion Limited, a company incorporated under the provisions of the
Companies Act, 1956 and having its registered office Shop No 3-4 Ground Floor, Pacific
Plaza Plot No 507, TPS IV Off, B.S.Road, Mahim Division, Dadar-W Mumbai – 400028
(MH), and**

Their Respective Shareholders and Creditors

**NOTICE CONVENING THE MEETING OF FINANCIAL CREDITORS OF
ASHAPURA INTIMATES FASHION LIMITED**

To,

All the Financial Creditors of ASHAPURA INTIMATES FASHION LIMITED.

NOTICE is hereby given that by an Order dated 15-11-2022 ("**Order**"), of the National Company Law Tribunal, Court-I, Mumbai Bench ("**NCLT**") has directed a meeting of the stakeholders which shall include Financial Creditors of Ashapura Intimates Fashion Limited to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the compromise embodied in the Scheme of Compromise under section 230 of Companies Act, 2013 ("**Scheme**"). In pursuance of the Order and as directed therein further notice is hereby given that a meeting of the Financial Creditors of the Company will be held on Saturday 04th day of March, 2023 from 11:00 A.M. ("**Meeting**") through video conferencing or other audio visual means ("**VC/OAVM**"). At such day you are requested to attend the meeting.

Copy of the notice in relation to the Meeting, together with the documents accompanying the same, including the explanatory statement under Sections 230(3) and 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("**Rules**") ("**Explanatory Statement**") and the Scheme can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 during business hours.

The Tribunal has appointed Mr. Bhavesh Rathode (Liquidator) as the Chairperson of the Meeting, including for any adjournment(s) thereof. The Tribunal has also appointed Ms. Alka Hinge, Practicing Chartered Accountant, as the Scrutinizer for the Meeting, including for any adjournment(s) thereof. The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Tribunal.

Take notice that at the meeting, following resolutions will be considered and if thought fit, be passed, with or without modification(s) with the requisite majority:

"RESOLVED THAT pursuant to the provisions of Sections 230 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable and subject to the provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval of National Company Law Tribunal, Court-I, Mumbai Bench (NCLT), or its appellate authority(ies)/ Court(s) and subject to such other approval(s), permission(s) and sanction(s) of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, the arrangement embodied in the Scheme of Compromise placed before this meeting and initiated by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT Mr. Bhavesh Rathode (Liquidator) be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as it may deem fit and proper."

TAKE FURTHER NOTICE that persons entitled to attend and vote at the said meeting, may vote through e-voting or through postal ballot, provided that a postal ballot in the prescribed form is deposited at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013, not later than 48 (forty-eight) hours before the time fixed for the aforesaid meeting. The form of postal ballot can be obtained free of charge from the liquidator office of the Company.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013.

NCLT has appointed undersigned as Chairperson and Ms. Alka Hinge, Practicing Chartered Accountant has appointed as a scrutinizer of the said meeting of Financial Creditors of Company.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of National Company Law Tribunal, Court-I, Mumbai Bench. A copy of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Dated: 31-01-2023
Place: Mumbai



Bhavesh Rathod
Chairman appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Notes:

1. The notice in relation to the tribunal convened meeting of the financial creditors of Ashapura Intimates Fashion Limited together with the documents accompanying the same, including the explanatory statement and the scheme (collectively, the "notice") is being sent by e-mail and through post whose email address are not with us at the last known address to all the financial creditors of the company whose names appear in list as on 27-01-2023 in case the e-mail/postal address of any financial creditor is not updated with the company, then such financial creditor is requested to contact the company for updation of the same by emailing at liquidation.ashapura@gmail.com or alternatively by letter at liquidator office of the company.
2. In terms of the orders dated 15-11-2022 of the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench ("Order"), the company is convening the ensuing meeting through Video Conferencing/ Other Audio Visual Means ("VC/ OAVM"), and there shall be no meeting requiring physical presence at a common venue. The proceedings of the meeting shall however be deemed to be conducted at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 which shall be the deemed venue of the meeting.
3. A person/ entity who is not a financial creditor as on the date referred in note 1 above should treat this notice for information purposes only and will not be entitled to vote.
4. The financial creditors of the Company are entitled to vote through e-voting facility made available during the meeting which will be held through VC/ OAVM, as described below. Further, since the meeting will be held through VC/ OAVM, physical attendance of financial creditors has been dispensed with.
5. The facility for voting financial creditors who has not already cast their vote by ballot form or remote e-voting shall be able to exercise their right of voting at the meeting. Financial creditors can opt for only one mode of voting, i.e., either by ballot form or remote e-voting/e-voting. In case financial creditors cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through ballot form shall be treated as invalid.
6. A body corporate which is financial creditor of the company is entitled to appoint an authorized representative for the purpose of participating and, or voting during the meeting held through VC/ OAVM. Further, such body corporates (i.e. other than Individuals, HUF, NRI, etc.) are required to send scanned certified copy (pdf file) of the relevant resolution/ authority letter together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/ authority letter/ specimen signature should be in the naming format 'corporate name event name.
7. Authorized representative of the financial creditors should additionally e-mail copy of their valid and legible identity proof (pdf file) issued by a statutory authority (i.e. pan card/ aadhaar card/ passport/ driving license/ voter id card) to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/ authority letter/ specimen signature should be in the naming format 'corporate name event

name.’

8. In terms of Sections 230 of the Act, the Scheme shall be considered approved by the financial creditors of the Company if the resolution mentioned above in the Notice has been approved at the Meeting by a majority of Financial creditors with three fourth of the value in rupees. Voting through e-voting or by Postal ballot shall be counted to decide the majority and value.
9. In terms of the directions contained in the Order, the notice convening the meeting will be published by the Company through advertisement in the “Free Press Journal” (English edition) and “Nav Shakti” (Marathi Edition) indicating the day, date, mode and time of the Meeting and stating that the copies of the Scheme and the Explanatory Statement and other relevant documents can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 during business hours.
10. The Financial creditors desiring to exercise their vote by using e-voting facility made available during the Meeting, are requested to carefully follow the instructions set out in the notes below.
11. The voting rights of financial creditors shall be in proportion to their total outstanding debts.
12. The scrutinizer will submit his/her report to the chairperson after completion of the scrutiny of the votes cast by the creditors through e-voting during the Meeting. The scrutinizer’s decision on the validity of the votes shall be final. The result along with the report of the scrutinizer shall be communicated to the stock exchanges namely, the National Stock Exchange of India Limited and BSE Limited (collectively, the “Stock Exchanges”) where the equity shares of the Company are listed.
13. Any person who is a financial creditor as on the date, will be assigned a Unique ID number (“Unique ID/ User ID”) and Password which will be communicated via e-mail along with this Notice at the last known address available with the Company.

The Financial creditor may additionally obtain the Password for participating and voting at the Meeting in the manner as mentioned below:

VOTING THROUGH E-VOTING FACILITY MADE AVAILABLE DURING THE MEETING

INSTRUCTIONS FOR E-VOTING:

- i. **START AND END TIME:** The voting period will begin on Monday, **13th of February, 2023 (9:00 AM IST)** and ends on Tuesday, **28th of February, 2023 (9:00 AM IST)**. During this period, the financial creditors are being provided the platform to cast their vote electronically. The e-voting module shall be disabled by Right2Vote for voting thereafter.
- ii. **WEBSITE LINK:** The participating members of the Committee of Creditors should log on to the e-voting website **<https://right2vote.in/login/>** during the voting period.
- iii. **USER ID:** Enter your Email ID. **Your Email ID is your user ID.** Kindly ensure you use the same Email ID as notified to the IRP for e-Voting. You will also receive an INVITE mail from Right2Vote on this email ID and the mail will have the link, user ID and other details mentioned. Do not try to log in with mobile number if you have received the invite on the email.
- iv. **PASSWORD:** Press GET OTP. OTP (One Time Password) would be **delivered on your Email.** The OTP is the password. Once you enter the OTP and press Sign In, you would be logged in.
- v. **VOTING PAGE:** Once logged in, you would be directed to VOTER page. Here you would see the poll from the Company/IRP listed. Click on the poll and you would be taken to voting page.
- vi. **OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:
 - a. ACCEPT / APPROVE / YES
 - b. REJECT / NO
 - c. ABSTAIN

Select the option ACCEPT or REJECT, as desired. The option ACCEPT implies that you assent to the respective item and option REJECT implies that you dissent to the respective item. The participating member can also select ABSTAIN. In that case, participating member, shall be deemed to have abstained from voting for that respective item.

- vii. **CONFIRMATION:** After selecting the option, click on “DONE”. You would receive a “THANK YOU” message on the screen. This is a confirmation that your vote has been recorded.
- viii. **VOTE RECORD:** You can anytime check what you voted or how your vote has been recorded by clicking on MORE on VOTER page and selecting VOTE RECORD. You can also take a print out from here.
- ix. **MOBILE APP:** Apart from the website, votes can also cast using Right2Vote’s mobile app: ‘Right2Vote’, available for android and iOS based mobiles. (App link: <https://right2vote.in/getapp/>)
- x. **CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to contact@Right2vote.in.

VOTING THROUGH POSTAL BALLOT

- 23. The financial creditors desiring to exercise their votes by postal ballot are requested to carefully read the instructions printed in the enclosed postal ballot form and in the notice of the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred below (as applicable) by e-mail to the company at liquidation.ashapura@gmail.com from their registered email address, no later than 5:00 p.m. on 28th February, 2023 the file/ scanned image should be in the naming format ‘corporate name event name.’ if any e-mail containing the postal ballot is received after 5:00 p.m. on 28th February, 2023, it will be considered that no reply from the Financial creditors has been received. Alternatively, the Financial creditors may send by registered post (if feasible), the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred herein, in the sealed prepaid envelope to the company at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013. However, the company encourages creditors to send copy of the duly completed postal ballot form and other documents via e-mail or avail the e-voting facility made available prior to or at the meeting instead of sending physical copies under the present circumstances.

Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer. There will be only one postal ballot form for every creditor. The vote on postal ballot cannot be exercised through proxy.
- 24. The resolutions shall be deemed to be passed at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on the date of the Meeting, subject to receipt of the requisite number of votes in favour of the resolutions.

25. Submission of Questions/ queries prior to the Meeting:

Financial creditors of the Company desiring any additional information or having any question or query are requested to e-mail liquidation.ashapura@gmail.com, at least 7 days before the date of the Meeting so as to enable Company to keep the information ready.

26. Speaker Registration before the Meeting: In addition to the above, speaker registration may also be allowed during the period from 13th February, 2023 to 28th February, 2023.

Financial creditors who wish to register as speakers during such period are requested to email at liquidation.ashapura@gmail.com. The creditors are requested to wait for their turn to be called by the Chairperson of the Meeting during the Question & Answer Session. Due to inherent limitation of transmission and coordination during the Meeting, the Company may have to dispense with or curtail the Question & Answer Session. Hence, shareholders are encouraged to send their questions/queries etc., in advance as provided above.

28. All documents referred to in the Notice and the accompanying Explanatory Statement will be available for inspection by the creditors at the liquidator's office of the Company at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on all days, except Saturday, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M. upto the date of the Meeting.

29. Any queries/ grievances in relation to the Notice may be addressed to the Company through e-mail at liquidation.ashapura@gmail.com.

Enclosures: As above



Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 31-01-2023
Place: Mumbai

EXPLANATORY STATEMENT UNDER SECTION 102 READ WITH SECTIONS 230(3), 231(1) AND (2) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the Order passed by the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench, (the "NCLT") dated 15/11/2022 ("**Order**") a meeting of the Financial Creditors of Ashapura Intimates Fashion Limited (hereinafter referred to as the "Company"), is being convened and held on Saturday on 04th March, 2023 at 11:00 AM through video conferencing or other audio visual means (VC/OAVM) for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise among the Company with their respective shareholders and creditors and other stakeholders, under Sections 230 of the Companies Act, 2013 (the "Act") (including any statutory modification or re-enactment or amendment thereof) read with the rules issued there under.
2. In terms of the said Order, NCLT has appointed undersigned as the Chairman and Ms. Alka Hinge as a scrutinizer of the said meeting of Financial Creditors of Company.
3. This statement is being furnished as required under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the "Rules").
4. As stated earlier NCLT by its said Order has, inter alia, a meeting of the Financial Creditors of the Company shall be convened and held on Saturday on 04th March, 2023 through video conferencing or other audio visual means (VC/OAVM) at 11:00 AM for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise between Company and their respective shareholders and Creditors and other stakeholders under Sections 230 of the Companies Act, 2013 (the "Act"). Financial Creditors would be entitled to vote in the said meeting either via e-voting facility or through postal ballot.
5. A copy of the Scheme setting out in detail the terms and conditions of the arrangement, inter alia, providing for the proposed Scheme of Compromise between the Company and their respective shareholders, creditors and other stakeholders.

6. OVERVIEW

5.1 ASHAPURA INTIMATES FASHION LIMITED

- 5.1.1 Ashapura Intimates Fashion Limited (CIN: L17299MH2006PLC163133) (the Company or the Corporate Debtor”) was originally incorporated under the name of Ashapura Appearls Private Limited under the provisions of the Companies Act, 1956, vide Certificate of Incorporation dated July 17, 2006 issued by Registrar of Companies, Mumbai.
- 5.1.2 The name of the Company was changed from “Ashapura Appearls Private Limited” to its current name i.e. “Ahsapura Intimates Fashion Limited”.
- 5.1.3 The Company is inter-alia engaged in the business of in the division of manufacture of various kinds of textile products, including wearing appearls. The Company operates through the lounge wear segment, both in domestic and global market. It offers a range of collection of lounge wear for men’s, women’s, kid’s and toddler under the Valentine Lougewear brand. Its products include Bermudas, capris, pyjamas, bridal sets in power net, chiffon, satin and other silky fabrics, individual sets and couple sets in terry fabric. Its Valentine Sports brand consists of products, such as gym wear, yoga wear, jogging wear, for men and women. It offers its products for women under the brand name; Valentine, N-Line, Night & Day, Valentine Sportswear, Valentine Secret Skin, and Valentine Pink brand names; and for men under the brand name TRICCI. The Company’s manufacturing facility was located at Vapi, Gujrat. The products offered by the Company were manufactured using the machines of reputed brands like Juki, Yamato, Pegasus, Siruba and Brother.
- 5.1.4 The shares of the Company are listed on BSE and NSE.
- 5.1.5 A petition bearing no CP 4488/2018 was filed by IDFC First Bank Limited, Financial Creditor of the Company, under section 7 of Insolvency & Bankruptcy Code, 2016 (“the Code”) against the Company, for initiating Corporate Insolvency resolution Process (“CIRP”) on November 29, 2018.
- 5.1.6 The National Company Law Tribunal, Mumbai Bench by its order dated June 28, 2019, admitted the CIRP application filed against the Company and appointed Mr. Kashyap Vaidya as the Interim Resolution Professional of the Company. The appointment of Mr. Kashyap Vaidya as the resolution Professional of the Company was approved by the Committee of Creditors in the 2nd COC meeting. No Resolution Plans were received during CIRP. The Adjudicating Authority ordered the Liquidation of the Corporate Person vide its order dated October 05, 2020 and appointed Mr. Bhavesh Rathod as the Liquidator having Registration No. IBBI/IPA-001/IP-P01200/2018-19/11910. Thus, the Liquidation Process has commenced w.e.f. October 05, 2020 as per the provisions of the Code and Liquidation Regulations. The Liquidator released a public announcement on October 13, 2020 inviting EOI for submission of a Scheme of Compromise or Arrangement by (i) Member(s) of the Company, (ii) Financial Creditors of the Company, and (iii) Operational Creditors of the Company, (iv) Any other creditor as per the provisions of regulations 32(e) and 32A(1) and as per the provisions of Section 230 of the Companies Act, 2013 in

Business Standard (All India edition) and Navshakti (Maharashtra edition).

5.2 DIVEE CREATION

5.2.1 Divee Creation is a proprietorship concern managed and run by Mr. Chetan Pravin Jain and the principal place of business is situated at Gala No. 3, Pearl Glass Compound, I B Patel Road, Goregaon (East), Mumbai Suburban, Maharashtra, 400063. Divee Creation is engaged in the business of Denim manufacturing and trading since 2018.

5.2.2 Divee Creation is in fashion sector since 8 years. It has tie up with many wholesale stores in southern as well as western region of India. It has recently launched a brand-new label “Valkers” for men’s clothing. As a part of a consortium of Nandivardhan group they also have good experienced and exposure to real estate industry.

5.3 NANDIVARDHAN INFRASTRUCTURE LIMITED

5.3.1 One of the most well-renowned real estate firms in Thane & Mumbai, the Nandivardhan Group is the quintessence of luxury living, Since its inception, building; construction has been the group’s core business. The Nandivardhan Group has been the architect of numerous luxury projects in Mumbai and has made a name to itself by always standing firm to its commitment of delivering nothing but the best. The Nandivardhan Group has more than 40 staff on its payroll. The team includes in house architects, engineers, legal and financial advisors etc. This helps it in substantially reducing the incremental overhead costs of projects. Recently the Nandivardhan Group shifted its registered office from Thane to Mumbai and its present registered address is 2403, A-Wing, Marathon Futurex, Mafatlal Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai – 400013 (MH).

7. RATIONALE AND BENEFITS OF THE SCHEME

7.1 The rationale for the scheme is out as below:

7.1.1 A consortium of both Divee Creation and Nandivardhan Infrastructure Limited (“Consortium”) through this scheme submit their proposal to revive the business and maximize the value of the assets of the Company, keep it running as a going concern and save the Company from going into liquidation.

7.1.2 Upon the scheme coming effect, the entire management of the Company will vest in the consortium, which will enable the Consortium to revise the Company. The experience of the Consortium shall be helpful in setting up the business operations and revitalizing the Company.

7.1.3 Vis-a vis Employee: They will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights. The Liquidation Value of the Company has not been provided. However, based on that experience and analysis of the Information Memorandum and the process documents and on a reasonable belief, the restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

7.1.4 Vis-à-vis Government dues: The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan Proposed by the

Consortium will ideally be more than the Liquidation Value.

- 7.1.5 Vis-à-vis Financial Creditors and Operational Creditors:** The scheme proposes to repay the Financial Creditors i.e. (i) Secured Financial Creditors who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 & (ii) Unsecured Creditors on another hand. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.
- 7.1.6** The Scheme will be in the best interest of shareholders, creditors, employees and other stakeholders of the Company.
- 7.1.7** The Business of the Company has potential for sustainable and profitable growth and is capable of attracting investors, strategic partners and since the Consortium has an experience and understanding of the functioning of the fabric industry, the Consortium has an upper hand in reviving the business of the Company.
- 7.1.8** In the view of above, the Consortium has devised a restructuring and reorganization scheme – (i) corporate restructuring and reorganization of the Company; and (ii) restructuring scheme whereby the debt obligations owed by the Company to its creditors are proposed to be restructured/refinanced and the defaults on the part of the Company are proposed to be regularized.
- 7.1.9** Upon the scheme coming into effect, the scheme shall be binding on the Company and its employees, members, Financial Creditors including those who have relinquished their security interest as per Section 52 of the Insolvency Bankruptcy Code, 2016, Operational Creditors, Guarantors, suppliers Government Authorities, (including Income Tax Department, Sales, tax Department, BMC, NSE and BSE, other statutory bodies, etc.), Resolution Professional, the Liquidator and other stake holders involved in this Scheme and/or otherwise concerned or connected with the Company and/or any of its Asset and Business, properties, Galas/Godowns, liabilities, obligations, etc.

8. REORGANIZATION/RESTRUCTURING OF SHARE CAPITAL

8.1 ISSUE OF NEW SHARES

- 8.1.1** Upon the Scheme coming into effect, in consideration of the Consortium infusing funds of an amount of Rs. 16,09,89,015/- and attempting to revive the Company pursuant to provisions of this Scheme, and without any further application, act, deed payment, consent, acts, instrument or deed, the Company will issue and allot 16098902 fully paid-up equity shares of Rs. 10 each (the “New Shares”), at par, to the Consortium and/or its associates within 90 days from the Effective Date in accordance with the terms of the Scheme. Any additional amount infused by the Consortium shall be in form of loan or any other mode as may be desired by the Consortium.
- 8.1.2** The Board of Directors of the Company shall consolidate all fractional entitlements, if any, arising due to the fresh issue of shares and allot the New Shares after rounding them off to the nearest integer to the respective shareholders.
- 8.1.3** The New Shares, to be issued and allotment by the Company, in terms of this Scheme,

shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company. The New Shares, to be issued and allotted, shall rank pari-passu in all respects with the existing shares of the Company, including in respect of dividends, if any, that may be declared by the Company, on or after the Effective Date.

8.1.4 The issue and allotment of the New Shares in the Company to the Consortium as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Section 42 and 62 of the Act and any other applicable provisions of the Act.

8.1.5 The Board of the Company shall take requisite steps to increase its Authorized Share Capital, if required, for allotment of shares to the Consortium.

8.1.6 Upon the Effective Date, the rights and obligations of the Liquidator shall cease to exist and Consortium will appoint 4 (Four) Directors or such number of Directors as the Consortium may deem fit on the Board of the Company. The Secured Financial Creditors can, if they desire, collectively appoint a Monitoring Committee till the payment of plan as per this Scheme is made to the Secured Financial Creditors.

8.2 CANCELLATION/REDUCTION OF SHARE CAPITAL OF THE COMPANY

8.2.1 Immediately upon the issuance and allotment of New Shares to the Consortium as stated hereinabove, as part of the Scheme, the (a) entire shareholding of promoter and promoter group and (b) certain pre-existing equity shares of total public shareholders of the Company prior to the Effective Date, shall stand cancelled and extinguished on and from the Effective Date (in such a manner or to such an extent that post the issue of New Shares, the new management will hold 95% of the issued, subscribed and paid-up equity share capital of the Company and the public shareholders will hold 5% of the issued, subscribed and paid-up equity share capital of the Company i.e. the public shareholders, in aggregate, will hold 12,55,000 fully paid-up equity shares of Rs. 10 each in aggregate and as an integral part of the scheme and accordingly, the Share Certificates in respect of the aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.

8.2.2 Accordingly, upon the scheme coming into effect and after taking into effect issue and allotment of the New Shares and after the aforesaid reduction of share capital, the issued, subscribed and paid-up equity shares capital of the Company shall stand revised to Rs. 17,35,39,020/- divided into 17353902 equity shares of the face value of Rs. 10 each fully paid to give effect to cancellation of equity shares held by such shareholders in the Company.

8.2.3 The cancellation, which amounts to reduction of share capital of the Company, shall be affected as an integral part of the Scheme itself and shall be deemed to be in accordance with the provisions of Section 230 of the Companies Act, 2013 and other applicable provisions of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-

up share capital. The order of the Adjudicating Bodies sanctioning the Scheme shall be deemed to be an order under Section 230 of the Companies Act, 2013 and other applicable provisions of the Act confirming the reduction without imposing a condition on the Company to add its name “and reduced”.

9. The list of Financial Creditors of the Company is annexed hereto and marked as **Annexure 3**.

10. Disclosure about the effect of the Scheme on various parties is given below:

	Persons	Effect of the Scheme
	Key Managerial Personnel	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. Subsequently, with effect from the effective date, the Company shall be managed by a reconstituted management/board of directors so appointed by the Consortium as defined in Scheme. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company. Appointment of Key Managerial Personnel and Company Secretary will be done by the Consortium as per applicable law.
	Employees	Employees will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights.
	Directors	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company.
	Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of

		scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed. The Consortium shall hold 95 % shareholding in the restructured share capital of the Company. Since Divee Creation through its proprietor has experience in garment industry, the representatives of Divee Creation shall be in control and management of affairs of the Company and the business of Company shall be carried on by the new management as appointed by Consortium Nandhivarshan Infrastructure Limited, being more of a financial partner, will although not be involved in day to day affairs of the Company but shall be part of the Consortium and guide its Consortium partner - Divee Creation.
	Non-Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.
	Depositors	NA
	Creditors	As on the cut off date, the Company owes a total admitted amount of Rs. 255.61 Crores to its Creditors. This Scheme provides for arrangement or compromise with Creditors, without any further act, applications or deed in full and final settlement of dues including interest within 30 (thirty) days from the effective date.

11. Disclosure about effect of compromise or arrangement on material interests of Director, Key Managerial Personnel (KMP) and Debenture Trustee: NA
12. Details of investigation or proceedings, if any, pending against the company under the Act: None
13. **Inspection Documents**

Inspection of the following documents may be had at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) on all working days between 11.00 A.M. and 5.00 P.M.:

- a. Copy of the order dated 15th November, 2022 passed by the National Company Law Tribunal Court-I, Mumbai Bench directing, *interalia*, convening the meeting of the stakeholders of Ashapura Intimates Fashion Limited.
- b. Copy of Memorandum and Articles of Association of Company;
- c. Copy of latest audited Financial Statements of the Company;
- d. Copy of scheme of compromise or arrangement;



Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 31-01-2023
Place: Mumbai

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza, Plot No 507, TPS

IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai – 400028 (Mh.)

Tel. No.: 022-49669011 | Email: liquidation.ashapura@gmail.com

SERIAL NO.

POSTAL BALLOT FORM

1. Name(s) of the Creditor
2. Registered Address :
3. Registered Folio No./Client ID No. :
4. Amount due :
5. I/We hereby exercise my / our vote in respect of the Resolutions to be passed through Postal Ballot for the business stated in the notice of the Company by sending my/our assent/ dissent to the said Resolution by placing (Tick) mark at the appropriate box below:

Sl. No.	Ordinary Resolution	I/We assent to the Resolution	I/We dissent to the Resolution
1.	Resolution for approval of the Scheme of Compromise or Arrangement for Ashapura Intimates Fashion Limited pursuant to the provisions of Section 230 and other provisions of the Companies Act, 2013 read with Rule 3 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.		

Place:

Date:

Signature of the creditor

Please read the instructions carefully

NOTES AND INSTRUCTIONS:

1. GENERAL INFORMATION

Pursuant to the Orders dated 15-11-2022 (“Order”), of the National Company Law Tribunal, Court-1, Mumbai Bench (“NCLT”) has directed a meeting of the Stakeholders which shall include Financial Creditors of Ashapura Intimates Fashion Limited (**Corporate Debtor**) to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Compromise or Arrangement with their respective shareholders and creditors under sections 230 of Companies Act, 2013 (“Scheme”).

Pursuant to Sections 230 read with Sections 108 and 110 of the Companies Act, 2013 and (b) Rule 6 (3)(xi) of the Rules; (c) Rules 20 and 22 of the with Companies (Management & Administration) Rules, 2014, (including any statutory modification or re-enactment thereof); assent or dissent of the creditor in respect of the resolution detailed in the Notice dated 31st January, 2023 is being additionally sought through Postal Ballot process/remote e-voting as per the directions of NCLT.

Voting right shall be reckoned on the amount due in the name of the creditor as at the close of business on 31st January, 2023 (“Cut-off date”)

The proposed Scheme, if assented to by majority of creditors representing three-fourth of the value, by way of Postal Ballot or e-voting shall be considered as passed on the date of the Meeting.

PROCESS FOR CREDITORS OPTING FOR VOTING BY BALLOT

Creditors desiring to cast their vote by Postal Ballot should complete and sign this Ballot Form and send it at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) in the enclosed postage prepaid self-addressed envelope. Ballot Forms deposited in person or sent by post or courier at the expense of the Member will also be accepted.

Creditors may sign the Postal Ballot Form through an attorney; in which case a certified true copy of the Power of Attorney should be attached to the Postal Ballot Form.

There will be one Ballot Form for every creditor.

In respect of shares held by corporate and institutional shareholders (companies, trusts, societies, etc.), a duly completed Postal Ballot Form should be signed by its authorized signatories. In such cases, the duly completed Ballot Form should also be accompanied by a certified copy of the relevant board resolution/appropriate authorization, with the specimen signature(s) of the authorised signatory(ies) duly attested.

Voting rights in the Ballot cannot be exercised by a proxy.

Completed Ballot Forms should reach at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) not later than the close of working hours i.e. at 5:00 p.m. (IST) on 28th February, 2023. Incomplete Ballot Forms or Ballot

Forms received after this date will be considered invalid.

An incomplete, unsigned, incorrectly completed, incorrectly ticked, defaced, torn, mutilated, overwritten, wrongly signed Postal Ballot Form will be rejected. The Scrutinizer's decision in this regard shall be final and binding.

A Member seeking duplicate Ballot Form or having any grievance pertaining to the Ballot process, can write to the Company Directly.

Members are requested not to send any paper (other than the resolution/authority as mentioned under "Process for Members opting for voting by Ballot") along with the Ballot Form in the enclosed self-addressed postage pre- paid envelope as all such envelopes will be sent to the Scrutinizer and if any extraneous paper is found in such envelope, the same would not be considered and would be destroyed by the Scrutinizer.

- j. The Scrutinizer's decision on the validity of the Postal Ballot Form shall be final.

2. E-VOTING

The Company is also providing e-voting facility to enable them to cast their votes electronically instead of through physical Postal Ballot Form. In case a Creditors votes through e- voting facility as well as sends his/her vote through physical vote, votes cast through e-voting shall prevail and the votes cast through ballot form shall be considered invalid by the Scrutinizer. Creditors are requested to refer to the Notice and notes thereto, for detailed instructions with respect to e-voting.

**NOTICE OF OPERATIONAL
CREDITORS**

ASHAPURA INTIMATES FASHION LIMITED

Registered Office	:	Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai 400028, (MH).
Tel. no.	:	022-49669011
CIN	:	L17299MH2006PLC163133
E-mail	:	liquidation.ashapura@gmail.com

**NOTICE OF TRIBUNAL CONVENED MEETING OF THE
OPERATIONAL CREDITORS OF ASHAPURA INTIMATES FASHION
LIMITED**

(Convened pursuant to orders dated 15-11-2022 Passed by Hon'ble Bench of the National
Company Law Tribunal, Court-I, Mumbai Bench)

MEETING

DAY	Monday
DATE	06 th March, 2023
TIME	11.00 A.M. (Indian Standard Time)
VENUE	Meeting to be held through Video Conferencing ("VC") or Other Audio Visual Means ("OAVM")

REMOTE E-VOTING:

Commencing on 13 February, 2023 at 9:00 A.M. (Indian Standard Time) and ending on 28 February, 2023 at 5.00 P.M. (Indian Standard Time).

POSTAL BALLOT:

Commencing on 13 February, 2023 at 9:00 A.M. (Indian Standard Time) and ending on 28 February, 2023 at 5.00 P.M. (Indian Standard Time).

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road,
Mahim Division, Dadar-W, Mumbai – 400028 (Maharashtra).

Tel. No.: 022-49669011 | Email: liquidation.ashapura@gmail.com

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MEETING OF THE OPERATIONAL CREDITORS OF THE COMPANY**

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FORM NO. CAA. 2

[Pursuant to Section 230 (3) and rule 6 and 7)]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
COURT-I, MUMBAI BENCH**

**Company Petition No. IA 2410/2020 IA 279/2021 IA 726/2021 IA2990/2021 IA
765/2021 in C.P./(IB)/4488/MB/2018**

In the matter of:

The Companies Act 2013.

And

In the matter of:

An application under Sections 230 of the Companies Act 2013.

And

In the matter of:

The Companies (Compromises, Arrangements and Amalgamations) Rules 2016

In the matter of:

**The Insolvency and Bankruptcy Code, 2016 read with IBBI (Liquidation Process)
Regulations, 2016**

And

In the matter of:

**Ashapura Intimates Fashion Limited, a company incorporated under the provisions of the
Companies Act, 1956 and having its registered office Shop No 3-4 Ground Floor, Pacific
Plaza Plot No 507, TPS IV Off, B.S.Road, Mahim Division, Dadar-W Mumbai – 400028
(MH), and**

Their Respective Shareholders and Creditors

**NOTICE CONVENING THE MEETING OF OPERATIONAL CREDITORS OF
ASHAPURA INTIMATES FASHION LIMITED**

To,

All the Operational Creditors of ASHAPURA INTIMATES FASHION LIMITED.

NOTICE is hereby given that by an Order dated 15-11-2022 ("**Order**"), of the National Company Law Tribunal, Court-I, Mumbai Bench ("**NCLT**") has directed a meeting of the stakeholders which shall include Operational Creditors of Ashapura Intimates Fashion Limited to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the compromise embodied in the Scheme of Compromise under section 230 of Companies Act, 2013 ("**Scheme**"). In pursuance of the Order and as directed therein further notice is hereby given that a meeting of the Operational Creditors of the Company will be held on Monday 06th day of March, 2023 from 11:00 A.M. ("**Meeting**") through video conferencing or other audio visual means ("**VC/OAVM**"). At such day you are requested to attend the meeting.

Copy of the notice in relation to the Meeting, together with the documents accompanying the same, including the explanatory statement under Sections 230(3) and 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 ("**Rules**") ("**Explanatory Statement**") and the Scheme can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 during business hours.

The Tribunal has appointed Mr. Bhavesh Rathode (Liquidator) as the Chairperson of the Meeting, including for any adjournment(s) thereof. The Tribunal has also appointed Ms. Alka Hinge, Practicing Chartered Accountant, as the Scrutinizer for the Meeting, including for any adjournment(s) thereof. The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Tribunal.

Take notice that at the meeting, following resolutions will be considered and if thought fit, be passed, with or without modification(s) with the requisite majority:

"RESOLVED THAT pursuant to the provisions of Sections 230 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable and subject to the provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval of National Company Law Tribunal, Court-I, Mumbai Bench (NCLT), or its appellate authority(ies)/ Court(s) and subject to such other approval(s), permission(s) and sanction(s) of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, the arrangement embodied in the Scheme of Compromise placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT Mr. Bhavesh Rathode (Liquidator) be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as it may deem fit and proper.”

TAKE FURTHER NOTICE that persons entitled to attend and vote at the said meeting, may vote through e-voting or through postal ballot, provided that a postal ballot in the prescribed form is deposited at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013, not later than 48 (forty-eight) hours before the time fixed for the aforesaid meeting. The form of postal ballot can be obtained free of charge from the liquidator office of the Company.

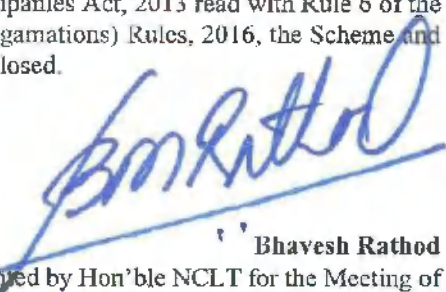
Copies of the Scheme and of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013.

NCLT has appointed undersigned as Chairperson and Ms. Alka Hinge, Practicing Chartered Accountant has appointed as a scrutinizer of the said meeting of Operational Creditors of Company.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of National Company Law Tribunal, Court-I, Mumbai Bench. A copy of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Dated: 01-02-2023
Place: Mumbai




Bhavesh Rathod
Chairman appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Notes:

1. The notice in relation to the tribunal convened meeting of the Operational creditors of Ashapura Intimates Fashion Limited together with the documents accompanying the same, including the explanatory statement and the scheme (collectively, the "notice") is being sent by e-mail and through post whose email address are not with us at the last known address to all the Operational creditors of the company whose names appear in list as on 27-01-2023 in case the e-mail/postal address of any Operational creditor is not updated with the company, then such Operational creditor is requested to contact the company for updation of the same by emailing at liquidation.ashapura@gmail.com or alternatively by letter at liquidator office of the company.
2. In terms of the orders dated 15-11-2022 of the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench ("Order"), the company is convening the ensuing meeting through Video Conferencing/ Other Audio Visual Means ("VC/ OAVM"), and there shall be no meeting requiring physical presence at a common venue. The proceedings of the meeting shall however be deemed to be conducted at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 which shall be the deemed venue of the meeting.
3. A person/ entity who is not a Operational creditor as on the date referred in note 1 above should treat this notice for information purposes only and will not be entitled to vote.
4. The Operational creditors of the Company are entitled to vote through e-voting facility made available during the meeting which will be held through VC/ OAVM, as described below. Further, since the meeting will be held through VC/ OAVM, physical attendance of Operational creditors has been dispensed with.
5. The facility for voting Operational creditors who has not already cast their vote by ballot form or remote e-voting shall be able to exercise their right of evoting at the meeting. Operational creditors can opt for only one mode of voting, i.e., either by ballot form or remote e-voting/e-voting. In case Operational creditors cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through ballot form shall be treated as invalid.
6. A body corporate which is Operational creditor of the company is entitled to appoint an authorized representative for the purpose of participating and, or voting during the meeting held through VC/ OAVM. Further, such body corporates (i.e. other than Individuals, HUF, NRI, etc.) are required to send scanned certified copy (pdf file) of the relevant resolution/ authority letter together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/ authority letter/ specimen signature should be in the naming format 'corporate name event name'.
7. Authorized representative of the Operational creditors should additionally e-mail copy of their valid and legible identity proof (pdf file) issued by a statutory authority (i.e. pan card/ aadhaar card/ passport/ driving license/ voter id card) to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/

authority letter/ specimen signature should be in the naming format 'corporate name event name.'

8. In terms of Sections 230 of the Act, the Scheme shall be considered approved by the Operational creditors of the Company if the resolution mentioned above in the Notice has been approved at the Meeting by a majority of Operational creditors with three fourth of the value in rupees. Voting through e-voting or by Postal ballot shall be counted to decide the majority and value.
9. In terms of the directions contained in the Order, the notice convening the meeting will be published by the Company through advertisement in the "Free Press Journal" (English edition) and "Nav Shakti" (Marathi Edition) indicating the day, date, mode and time of the Meeting and stating that the copies of the Scheme and the Explanatory Statement and other relevant documents can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai - 400013 during business hours.
10. The Operational creditors desiring to exercise their vote by using e-voting facility made available during the Meeting, are requested to carefully follow the instructions set out in the notes below.
11. The voting rights of Operational creditors shall be in proportion to their total outstanding debts.
12. The scrutinizer will submit his/her report to the chairperson after completion of the scrutiny of the votes cast by the creditors through e-voting during the Meeting. The scrutinizer's decision on the validity of the votes shall be final. The result along with the report of the scrutinizer shall be communicated to the stock exchanges namely, the National Stock Exchange of India Limited and BSE Limited (collectively, the "Stock Exchanges") where the equity shares of the Company are listed.
13. Any person who is an Operational creditor as on the date, will be assigned a Unique ID number ("Unique ID/ User ID") and Password which will be communicated via e-mail along with this Notice at the last known address available with the Company.

The Operational creditor may additionally obtain the Password for participating and voting at the Meeting in the manner as mentioned below:

VOTING THROUGH E-VOTING FACILITY MADE AVAILABLE DURING THE MEETING

INSTRUCTIONS FOR E-VOTING:

- i. **START AND END TIME:** The voting period will begin on Monday, 13th of February, 2023 (9:00 AM IST) and ends on Tuesday, 28th of February, 2023 (9:00 AM IST). During this period, the Operational creditors are being provided the platform to cast their vote electronically. The e-voting module shall be disabled by Right2Vote for voting thereafter.
- ii. **WEBSITE LINK:** The participating members of the Committee of Creditors should log on to the e-voting website <https://right2vote.in/login/> during the voting period.
- iii. **USER ID:** Enter your Email ID. **Your Email ID is your user ID.** Kindly ensure you use the same Email ID as notified to the IRP for eVoting. You will also receive an INVITE mail from Right2Vote on this email ID and the mail will have the link, user ID and other details mentioned. Do not try to log in with mobile number if you have received the invite on the email.
- iv. **PASSWORD:** Press GET OTP. OTP (One Time Password) would be delivered on your Email. The OTP is the password. Once you enter the OTP and press Sign In, you would be logged in.
- v. **VOTING PAGE:** Once logged in, you would be directed to VOTER page. Here you would see the poll from the Company/IRP listed. Click on the poll and you would be taken to voting page.
- vi. **OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:
 - a. ACCEPT / APPROVE / YES
 - b. REJECT / NO
 - c. ABSTAIN

Select the option ACCEPT or REJECT, as desired. The option ACCEPT implies that you assent to the respective item and option REJECT implies that you dissent to the respective item. The participating member can also select ABSTAIN. In that case, participating member, shall be deemed to have abstained from voting for that respective

- item.
- vii. **CONFIRMATION:** After selecting the option, click on “DONE”. You would receive a “THANK YOU” message on the screen. This is a confirmation that your vote has been recorded.
 - viii. **VOTE RECORD:** You can anytime check what you voted or how your vote has been recorded by clicking on MORE on VOTER page and selecting VOTE RECORD. You can also take a print out from here.
 - ix. **MOBILE APP:** Apart from the website, votes can also cast using Right2Vote's mobile app: 'Right2Vote', available for android and iOS based mobiles. (App link: <https://right2vote.in/getapp/>)
 - x. **CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to contact@Right2vote.in.

VOTING THROUGH POSTAL BALLOT

23. The Operational creditors desiring to exercise their votes by postal ballot are requested to carefully read the instructions printed in the enclosed postal ballot form and in the notice of the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred below (as applicable) by e-mail to the company at liquidation.ashapura@gmail.com from their registered email address, no later than 5:00 p.m. on 28th February, 2023 the file/ scanned image should be in the naming format 'corporate name event name.' if any e-mail containing the postal ballot is received after 5:00 p.m. on 28th February, 2023, it will be considered that no reply from the Operational creditors has been received. Alternatively, the Operational creditors may send by registered post (if feasible), the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred herein, in the sealed prepaid envelope to the company at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013. However, the company encourages creditors to send copy of the duly completed postal ballot form and other documents via e-mail or avail the e-voting facility made available prior to or at the meeting instead of sending physical copies under the present circumstances.

Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer. There will be only one postal ballot form for every creditor. The vote on postal ballot cannot be exercised through proxy.

24. The resolutions shall be deemed to be passed at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on the date of the Meeting, subject to receipt of the requisite number of votes in favour of the resolutions.

25. Submission of Questions/ queries prior to the Meeting:

Operational creditors of the Company desiring any additional information or having any question or query are requested to e-mail liquidation.ashapura@gmail.com, at least 7 days before the date of the Meeting so as to enable Company to keep the information ready.

26. Speaker Registration before the Meeting: In addition to the above, speaker registration may also be allowed during the period from 13th February, 2023 to 28th February, 2023.

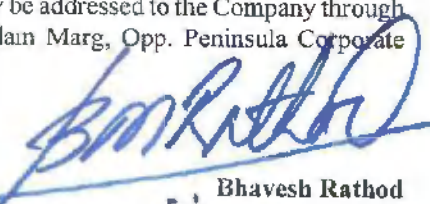
Operational creditors who wish to register as speakers during such period are requested to email at liquidation.ashapura@gmail.com. The creditors are requested to wait for their turn to be called by the Chairperson of the Meeting during the Question & Answer Session. Due to inherent limitation of transmission and coordination during the Meeting, the Company may have to dispense with or curtail the Question & Answer Session. Hence, shareholders are encouraged to send their questions/queries etc., in advance as provided above.

27. All documents referred to in the Notice and the accompanying Explanatory Statement will be available for inspection by the creditors at the liquidator office of the Company at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on all days, except Saturday, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M. upto the date of the Meeting.

28. Any queries/ grievances in relation to the Notice may be addressed to the Company through e-mail at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013.

Enclosures: As above




Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 31-01-2023
Place: Mumbai

EXPLANATORY STATEMENT UNDER SECTION 102 READ WITH SECTIONS 230(3), 231(1) AND (2) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the Order passed by the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench, (the "NCLT") dated 15/11/2022 ("Order") a meeting of the Operational Creditors of Ashapura Intimates Fashion Limited (hereinafter referred to as the "Company"), is being convened and held on Monday on 06th March, 2023 at 11:00 AM through video conferencing or other audio visual means (VC/OAVM) for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise among the Company with their respective shareholders and creditors and other stakeholders, under Sections 230 of the Companies Act, 2013 (the "Act") (including any statutory modification or re-enactment or amendment thereof) read with the rules issued there under.
2. In terms of the said Order, NCLT has appointed undersigned as the Chairman and Ms. Alka Hinge as a scrutinizer of the said meeting of Operational Creditors of Company.
3. This statement is being furnished as required under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the "Rules").
4. As stated earlier NCLT by its said Order has, inter alia, a meeting of the Operational Creditors of the Company shall be convened and held on Monday on 06th March, 2023 through video conferencing or other audio visual means (VC/OAVM) at 11:00 AM for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise between Company and their respective shareholders and Creditors and other stakeholders under Sections 230 of the Companies Act, 2013 (the "Act"). Operational Creditors would be entitled to vote in the said meeting either via e-voting facility or through postal ballot.
5. A copy of the Scheme setting out in detail the terms and conditions of the arrangement, inter alia, providing for the proposed Scheme of Compromise between the Company and their respective shareholders, creditors and other stakeholders.

6. OVERVIEW

5.1 ASHAPURA INTIMATES FASHION LIMITED

- 5.1.1 Ashapura Intimates Fashion Limited (CIN: L17299MH2006PLC163133) (the Company or the Corporate Debtor) was originally incorporated under the name of Ashapura Appearls Private Limited under the provisions of the Companies Act, 1956, vide Certificate of Incorporation dated July 17, 2006 issued by Registrar of Companies, Mumbai.
- 5.1.2 The name of the Company was changed from "Ashapura Appearls Private Limited" to its current name i.e. "Ashapura Intimates Fashion Limited".
- 5.1.3 The Company is inter-alia engaged in the business of in the division of manufacture of various kinds of textile products, including wearing apparels. The Company operates through the lounge wear segment, both in domestic and global market. It offers a range of collection of lounge wear for men's, women's, kid's and toddler under the Valentine Lougewear brand. Its products include Bermudas, capris, pyjamas, bridal sets in power net, chiffon, satin and other silky fabrics, individual sets and couple sets in terry fabric. Its Valentine Sports brand consists of products, such as gym wear, yoga wear, jogging wear, for men and women. It offers its products for women under the brand name; Valentine, N-Line, Night & Day, Valentine Sportswear, Valentine Secret Skin, and Valentine Pink brand names; and for men under the brand name TRICCI. The Company's manufacturing facility was located at Vapi, Gujarat. The products offered by the Company were manufactured using the machines of reputed brands like Juki, Yamato, Pegasus, Siruba and Brother.
- 5.1.4 The shares of the Company are listed on BSE and NSE.
- 5.1.5 A petition bearing no CP 4488/2018 was filed by IDFC First Bank Limited, Financial Creditor of the Company, under section 7 of Insolvency & Bankruptcy Code, 2016 ("the Code") against the Company, for initiating Corporate Insolvency resolution Process ("CIRP") on November 29, 2018.
- 5.1.6 The National Company Law Tribunal, Mumbai Bench by its order dated June 28, 2019, admitted the CIRP application filed against the Company and appointed Mr. Kashyap Vaidya as the Interim Resolution Professional of the Company. The appointment of Mr. Kashyap Vaidya as the resolution Professional of the Company was approved by the Committee of Creditors in the 2nd COC meeting. No Resolution Plans were received during CIRP. The Adjudicating Authority ordered the Liquidation of the Corporate Person vide its order dated October 05, 2020 and appointed Mr. Bhavesh Rathod as the Liquidator having Registration No. IBB/IPA-001/IP-P01200/2018-19/11910. Thus, the Liquidation Process has commenced w.e.f. October 05, 2020 as per the provisions of the Code and Liquidation Regulations. The Liquidator released a public announcement on October 13, 2020 inviting EOI for submission of a Scheme of Compromise or Arrangement by (i) Member(s) of the Company, (ii) Secured Creditors of the Company, and (iii) Unsecured Creditors of the Company, (iv) Any other creditor as per the provisions of regulations 32(e) and

32A(1) and as per the provisions of Section 230 of the Companies Act, 2013 in Business Standard (All India edition) and Navshakti (Maharashtra edition).

5.2 DIVEE CREATION

5.2.1 Divee Creation is a proprietorship concern managed and run by Mr. Chetan Pravin Jain and the principal place of business is situated at Gala No. 3, Pearl Glass Compound, 1 B Patel Road, Goregaon (East), Mumbai Suburban, Maharashtra, 400063. Divee Creation is engaged in the business of Denim manufacturing and trading since 2018.

5.2.2 Divee Creation is in fashion sector since 8 years. It has tie up with many wholesale stores in southern as well as western region of India. It has recently launched a brand-new label "Valkers" for men's clothing. As a part of a consortium of Nandivardhan group they also have good experienced and exposure to real estate industry.

5.3 NANDIVARDHAN INFRASTRUCTURE LIMITED

5.3.1 One of the most well-renowned real estate firms in Thane & Mumbai, the Nandivardhan Group is the quintessence of luxury living. Since its inception, building; construction has been the group's core business. The Nandivardhan Group has been the architect of numerous luxury projects in Mumbai and has made a name to itself by always standing firm to its commitment of delivering nothing but the best. The Nandivardhan Group has more than 40 staff on its payroll. The team includes in house architects, engineers, legal and financial advisors etc. This helps it in substantially reducing the incremental overhead costs of projects. Recently the Nandivardhan Group shifted its registered office from Thane to Mumbai and its present registered address is 2403, A-Wing, Marathon Futurex, Mafatall Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai - 400013 (MH.).

7. RATIONALE AND BENEFITS OF THE SCHEME

7.1 The rationale for the scheme is out as below:

7.1.1 A consortium of both Divee Creation and Nandivardhan Infrastructure Limited ("Consortium") through this scheme submit their proposal to revive the business and maximize the value of the assets of the Company, keep it running as a going concern and save the Company from going into liquidation.

7.1.2 Upon the scheme coming effect, the entire management of the Company will vest in the consortium, which will enable the Consortium to revise the Company. The experience of the Consortium shall be helpful in setting up the business operations and revitalizing the Company.

7.1.3 Vis-a vis Employee: They will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights. The Liquidation Value of the Company has not been provided. However, based on that experience and analysis of the Information Memorandum and the process documents and on a reasonable belief, the restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

7.1.4 Vis-à-vis Government dues: The Liquidation Value of the Company has not been

provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan Proposed by the Consortium will ideally be more than the Liquidation Value.

- 7.1.5 Vis-à-vis Financial Creditors and Operational Creditors:** The scheme proposes to repay the Financial Creditors i.e. (i) Secured Financial Creditors who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 & (ii) Unsecured Financial Creditors on another hand. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.
- 7.1.6** The Scheme will be in the best interest of shareholders, creditors, employees and other stakeholders of the Company.
- 7.1.7** The Business of the Company has potential for sustainable and profitable growth and is capable of attracting investors, strategic partners and since the Consortium has an experience and understanding of the functioning of the fabric industry, the Consortium has an upper hand in reviving the business of the Company.
- 7.1.8** In the view of above, the Consortium has devised a restructuring and reorganization scheme – (i) corporate restructuring and reorganization of the Company; and (ii) restructuring scheme whereby the debt obligations owed by the Company to its creditors are proposed to be restructured/refinanced and the defaults on the part of the Company are proposed to be regularized.
- 7.1.9** Upon the scheme coming into effect, the scheme shall be binding on the Company and its employees, members, Financial Creditors including those who have relinquished their security interest as per Section 52 of the Insolvency Bankruptcy Code, 2016, Financial Creditors, Guarantors, suppliers Government Authorities, (including Income Tax Department, Sales, tax Department, BMC, NSE and BSE, other statutory bodies, etc.), Resolution Professional, the Liquidator and other stakeholders involved in this Scheme and/or otherwise concerned or connected with the Company and/or any of its Asset and Business, properties, Galas/Godowns, liabilities, obligations, etc.

8. REORGANIZATION/RESTRUCTURING OF SHARE CAPITAL

8.1 ISSUE OF NEW SHARES

- 8.1.1** Upon the Scheme coming into effect, in consideration of the Consortium infusing funds of an amount of Rs. 16,09,89,015/- and attempting to revive the Company pursuant to provisions of this Scheme, and without any further application, act, deed payment, consent, acts, instrument or deed, the Company will issue and allot 16098902 fully paid-up equity shares of Rs. 10 each (the "New Shares"), at par, to the Consortium and/or its associates within 90 days from the Effective Date in accordance with the terms of the Scheme. Any additional amount infused by the Consortium shall be in form of loan or any other mode as may be desired by the Consortium.

- 8.1.2 The Board of Directors of the Company shall consolidate all fractional entitlements, if any, arising due to the fresh issue of shares and allot the New Shares after rounding them off to the nearest integer to the respective shareholders.
- 8.1.3 The New Shares, to be issued and allotment by the Company, in terms of this Scheme, shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company. The New Shares, to be issued and allotted, shall rank pari-passu in all respects with the existing shares of the Company, including in respect of dividends, if any, that may be declared by the Company, on or after the Effective Date.
- 8.1.4 The issue and allotment of the New Shares in the Company to the Consortium as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Section 42 and 62 of the Act and any other applicable provisions of the Act.
- 8.1.5 The Board of the Company shall take requisite steps to increase its Authorized Share Capital, if required, for allotment of shares to the Consortium.
- 8.1.6 Upon the Effective Date, the rights and obligations of the Liquidator shall cease to exist and Consortium will appoint 4 (Four) Directors or such number of Directors as the Consortium may deem fit on the Board of the Company. The Secured Financial Creditors can, if they desire, collectively appoint a Monitoring Committee till the payment of plan as per this Scheme is made to the Secured Financial Creditors.
- 8.2 CANCELLATION/REDUCTION OF SHARE CAPITAL OF THE COMPANY**
- 8.2.1 Immediately upon the issuance and allotment of New Shares to the Consortium as stated hereinabove, as part of the Scheme, the (a) entire shareholding of promoter and promoter group and (b) certain pre-existing equity shares of total public shareholders of the Company prior to the Effective Date, shall stand cancelled and extinguished on and from the Effective Date (in such a manner or to such an extent that post the issue of New Shares, the new management will hold 95% of the issued, subscribed and paid-up equity share capital of the Company and the public shareholders will hold 5% of the issued, subscribed and paid-up equity share capital of the Company i.e. the public shareholders, in aggregate, will hold 12,55,000 fully paid-up equity shares of Rs. 10 each in aggregate and as an integral part of the scheme and accordingly, the Share Certificates in respect of the aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.
- 8.2.2 Accordingly, upon the scheme coming into effect and after taking into effect issue and allotment of the New Shares and after the aforesaid reduction of share capital, the issued, subscribed and paid-up equity shares capital of the Company shall stand revised to Rs. 17,35,39,020/- divided into 17353902 equity shares of the face value of Rs. 10 each fully paid to give effect to cancellation of equity shares held by such shareholders in the Company.
- 8.2.3 The cancellation, which amounts to reduction of share capital of the Company, shall

be affected as an integral part of the Scheme itself and shall be deemed to be in accordance with the provisions of Section 230 of the Companies Act, 2013 and other applicable provisions of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital. The order of the Adjudicating Bodies sanctioning the Scheme shall be deemed to be an order under Section 230 of the Companies Act, 2013 and other applicable provisions of the Act confirming the reduction without imposing a condition on the Company to add its name "and reduced".

9. The list of Operational Creditors of the Company is annexed hereto and marked as **Annexure 3**.
10. Disclosure about the effect of the Scheme on various parties is given below:

	Persons	Effect of the Scheme
	Key Managerial Personnel	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. Subsequently, with effect from the effective date, the Company shall be managed by a reconstituted management/board of directors so appointed by the Consortium as defined in Scheme. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company. Appointment of Key Managerial Personnel and Company Secretary will be done by the Consortium as per applicable law.
	Employees	Employees will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights.
	Directors	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company.

Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed. The Consortium shall hold 95 % shareholding in the restructured share capital of the Company. Since Divee Creation through its proprietor has experience in garment industry, the representatives of Divee Creation shall be in control and management of affairs of the Company and the business of Company shall be carried on by the new management as appointed by Consortium Nandhivarsan Infrastructure Limited, being more of a financial partner, will although not be involved in day to day affairs of the Company but shall be part of the Consortium and guide its Consortium partner - Divee Creation.
Non-Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.
Depositors	NA
Creditors	As on the cut off date, the Company owes a total admitted amount of Rs. 255.61 Crores to its Creditors. This Scheme provides for arrangement or compromise with Creditors, without any further act, applications or deed in full and final settlement of dues including interest within 30 (thirty) days from the effective date.

11. Disclosure about effect of compromise or arrangement on material interests of Director, Key Managerial Personnel (KMP) and Debenture Trustee: NA

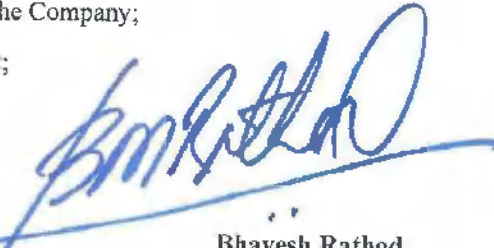
12. Details of investigation or proceedings, if any, pending against the company under the Act: None

13. **Inspection Documents**

Inspection of the following documents may be had at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) on all working days between 11.00 A.M. and 5.00 P.M.:

- a. Copy of the order dated 15th November, 2022 passed by the National Company Law Tribunal Court-I, Mumbai Bench directing, *interalia*, convening the meeting of the stakeholders of Ashapura Intimates Fashion Limited.
- b. Copy of Memorandum and Articles of Association of Company;
- c. Copy of latest audited Financial Statements of the Company;
- d. Copy of scheme of compromise or arrangement;




Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 01-02-2023
Place: Mumbai

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza, Plot No 507, TPS
IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai – 400028 (Mh.)

Tel. No.: 022-49669011 | **Email:** liquidation.ashapura@gmail.com

SERIAL NO.

POSTAL BALLOT FORM

1. Name(s) of the Creditor
2. Registered Address :
3. Registered Folio No./Client ID No. :
4. Amount due :
5. I/We hereby exercise my / our vote in respect of the Resolutions to be passed through Postal Ballot for the business stated in the notice of the Company by sending my/our assent/ dissent to the said Resolution by placing (Tick) mark at the appropriate box below:

Sl. No.	Ordinary Resolution	I/We assent to the Resolution	I/We dissent to the Resolution
1.	Resolution for approval of the Scheme of Compromise or Arrangement for Ashapura Intimates Fashion Limited pursuant to the provisions of Section 230 and other provisions of the Companies Act, 2013 read with Rule 3 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.		

Place:

Date:

Signature of the creditor

Please read the instructions carefully

NOTES AND INSTRUCTIONS:

1. GENERAL INFORMATION

Pursuant to the Orders dated 15-11-2022 ("**Order**"), of the National Company Law Tribunal, Court-I, Mumbai Bench ("**NCLT**") has directed a meeting of the Stakeholders which shall include Operational Creditors of Ashapura Intimates Fashion Limited (**Corporate Debtor**) to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Compromise or Arrangement with their respective shareholders and creditors under sections 230 of Companies Act, 2013 ("**Scheme**").

Pursuant to Sections 230 read with Sections 108 and 110 of the Companies Act, 2013 and (b) Rule 6 (3)(xi) of the Rules; (c) Rules 20 and 22 of the with Companies (Management & Administration) Rules, 2014, (including any statutory modification or re-enactment thereof); assent or dissent of the creditor in respect of the resolution detailed in the Notice dated _____ is being additionally sought through Postal Ballot process/remotely e-voting as per the directions of NCLT.

Voting right shall be reckoned on the amount due in the name of the creditor as at the close of business on _____ ("**Cut-off date**")

The proposed Scheme, if assented to by majority of creditors representing three-fourth of the value, by way of Postal Ballot or e-voting shall be considered as passed on the date of the Meeting.

PROCESS FOR CREDITORS OPTING FOR VOTING BY BALLOT

Creditors desiring to cast their vote by Postal Ballot should complete and sign this Ballot Form and send it at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) in the enclosed postage prepaid self-addressed envelope. Ballot Forms deposited in person or sent by post or courier at the expense of the Member will also be accepted.

Creditors may sign the Postal Ballot Form through an attorney; in which case a certified true copy of the Power of Attorney should be attached to the Postal Ballot Form.

There will be one Ballot Form for every creditor.

In respect of shares held by corporate and institutional shareholders (companies, trusts, societies, etc.), a duly completed Postal Ballot Form should be signed by its authorized signatories. In such cases, the duly completed Ballot Form should also be accompanied by a certified copy of the relevant board resolution/appropriate authorization, with the specimen signature(s) of the authorised signatory(ies) duly attested.

Voting rights in the Ballot cannot be exercised by a proxy.

Completed Ballot Forms should reach at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) not later than the close of working hours i.e. at 5:00 p.m. (IST) on 28th February, 2023. Incomplete Ballot Forms or Ballot

Forms received after this date will be considered invalid.

An incomplete, unsigned, incorrectly completed, incorrectly ticked, defaced, torn, mutilated, overwritten, wrongly signed Postal Ballot Form will be rejected. The Scrutinizer's decision in this regard shall be final and binding.

A Member seeking duplicate Ballot Form or having any grievance pertaining to the Ballot process, can write to the Company Directly.

Members are requested not to send any paper (other than the resolution/authority as mentioned under "Process for Members opting for voting by Ballot") along with the Ballot Form in the enclosed self-addressed postage pre-paid envelope as all such envelopes will be sent to the Scrutinizer and if any extraneous paper is found in such envelope, the same would not be considered and would be destroyed by the Scrutinizer.

- j. The Scrutinizer's decision on the validity of the Postal Ballot Form shall be final.

2. E-VOTING

The Company is also providing e-voting facility to enable them to cast their votes electronically instead of through physical Postal Ballot Form. In case a Creditors votes through e-voting facility as well as sends his/her vote through physical vote, votes cast through e-voting shall prevail and the votes cast through ballot form shall be considered invalid by the Scrutinizer. Creditors are requested to refer to the Notice and notes thereto, for detailed instructions with respect to e-voting.

SCHEME OF COMPROMISE OR ARRANGEMENT

BETWEEN

ASHAPURA INTIMTAE'S FASHION LIMITED

AND

ITS SHAREHOLDERS AND CREDITORS

(Under Section 230 of the Companies Act, 2013)

The Scheme is divided into the following parts:

- A. **Part I** deals with Introduction and Rationale;
- B. **Part II** deals with the Definitions, Interpretations and Share Capital;
- C. **Part III** deals with Scheme of Compromise and Arrangement;
- D. **Part IV** deals with Reorganisation of Share Capital of the Company; and
- E. **Part V** deals with the General Terms and Conditions.

This Scheme of Compromise or Arrangement hereinafter referred to as "**Scheme**" or "**the Scheme**" or "**this Scheme**" is presented under provisions of Section 230 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 (the "**Act**"), if any, read with Regulation 2(b) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("**Liquidation Regulations**") as may be



applicable, for compromise by the Shareholders and Creditors (*as defined hereinafter*) in the manner provided for herein and as envisaged in this Scheme.

In addition, this Composite Scheme of Arrangement or Compromise also provides for various other matters consequential or otherwise integrally connected herewith.

PART I INTRODUCTION AND RATIONALE

1. INTRODUCTION

1.1. ASHAPURA INTIMATES FASHION LIMITED:

1.1.1. Ashapura Intimates Fashion Limited (CIN: L17299MH2006PLC163133) (the "*Company*" or the "*Corporate Debtor*") was originally incorporated under the name of Ashapura Apparels Private Limited under the provisions of the Companies Act, 1956, *vide* Certificate of Incorporation dated July 17, 2006 issued by Registrar of Companies, Mumbai.

1.1.2. The name of the Company was changed from "*Ashapura Apparels Private Limited*" to its current name i.e. "*Ashapura Intimates Fashion Limited*".



1.1.3. The Company is *inter-alia* engaged in the business of in the division of manufacture of various kinds of textile products, including wearing apparels. The Company operates through the lounge wear segment, both in domestic and global market. It offers a range of collection of lounge wear for men's, women's, kid's and toddler under the Valentine Loungewear brand. Its products include Bermudas, capris, pyjamas, bridal sets in power net, chiffon, satin and other silky fabrics, individual sets and couple sets in terry fabric. Its Valentine Sports brand consists of products, such as gym wear, yoga wear, jogging wear, for men and women. It offers a range of satin nighty's collection and bathrobes for both men and women. It offers its products for women under the brand name; Valentine, N-Line, Night & Day, Valentine Sportswear, Valentine Secret Skin, and Valentine Pink brand names; and for men under the brand name TRICCI. The Company's manufacturing facility was located at Vapi, Gujarat. The products offered by the Company were manufactured using the machines of reputed brands like Juki, Yamato, Pegasus, Siruba and Brother.

1.1.4. The shares of the Company are listed on BSE and NSE.

1.1.5. The Founder and Managing Director of the Company, Mr. Harshad Thakkar has been missing from October 2, 2018 and a police complaint for the same has been lodged with Mumbai Police. His unexpected exit setback to the Company's smooth operations. Eventually all directors of the Company started



resigning leading to collapse of business operations of the Company and was eventually closed by March 2019.

- 1.1.6. A petition bearing no CP 4488/2018 was filed by IDFC First Bank Limited, Financial Creditor of the Company, under section 7 of Insolvency & Bankruptcy Code, 2016 (the "**Code**") against the Company, for initiating Corporate Insolvency Resolution Process ("**CIRP**") on November 29, 2018.
- 1.1.7. The National Company Law Tribunal, Mumbai Bench by its order dated June 28, 2019, admitted the CIRP application filed against the Company and appointed Mr. Kashyap Vaidya as the Interim resolution professional of the Company. The appointment of Mr. Kashyap Vaidya as the Resolution Professional of the Company was approved by the Committee of Creditors in the 2nd CoC meeting. No Resolution Plans were received during CIRP. The Adjudicating Authority ordered the Liquidation of the Corporate Person *vide* its order dated October 05, 2020 and appointed Mr. Bhavesh Rathod as the Liquidator having Registration no.
- 1.1.8. : IBBI/PA-001/IP-P01200/2018-19/11910. Thus, The Liquidation Process has commenced w.e.f. October 05, 2020 as per provisions of the Code and Liquidation Regulations. The Liquidator released a public announcement on October 13, 2020 inviting EOI for submission of a Scheme of Compromise or Arrangement by (i) Member(s) of the Company, (ii) Financial Creditors of the Company, and (iii) Operational Creditors of the Company, (iv) Any other



Creditor as per provisions of Regulations 32(e) and 32A(1) and as per provisions of Section 230 of the Companies Act, 2013 in Business Standard (All India edition) and Navshakti (Maharashtra edition).

1.2. DIVEE CREATION

1.2.1. Divee Creation is a proprietorship concern managed and run by Mr. Chetan Pravin Jain and the principal place of business is situated at gala no.3, Pearl Glass Compound, I B Patel Road, Goregaon (East), Mumbai Suburban, Maharashtra, 400063. Divee Creation is engaged in the business of Denim manufacturing and trading since 2018.

1.2.2. Divee Creation is in fashion sector since 8 years. It has tie up with many wholesale stores in southern as well as western region of India. It has recently launched a brand-new label "Valkers" for men's clothing. As a part of a consortium of Nandivardhan Group they also have good experienced and exposure to real estate industry.

1.3. Nandhivardhan Infrastructure Limited

1.3.1. One of the most well-renowned real estate firms in Thane & Mumbai, the Nandivardhan Group is the quintessence of luxury living. Since its inception, building; construction has been the group's core business. The Nandivardhan Group has been the architect of numerous luxury projects in Mumbai and has made a name of itself by always standing firm to its commitment of delivering



nothing but the best. The Nandivardhan Group has more than 40 staff on its payroll. The team includes in house architects, engineers, legal and financial advisors etc. This helps it in substantially reducing the incremental overhead costs of projects. Recently the Nandivardhan Group has shifted its registered office from Thane to Mumbai and its present registered address is 2403, A-Wing, Marathon Futurex, Mafatlal Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai-400013.

2. RATIONALE FOR THE SCHEME:

2.1. The rationale for the Scheme is set out as below:

2.1.1. A consortium of both Divee Creation and Nandhivardhan Infrastructure Limited ("**Consortium**") through this Scheme submit their proposal to revive the business and maximise the value of the assets of the Company, keep it running as a going concern and save the Company from going into liquidation.

2.1.2. Upon the Scheme coming into effect, the entire management of the Company will vest in the Consortium, which will enable the Consortium to revive the Company. The experience of the Consortium shall be helpful in setting up the business operations and revitalizing the Company.

2.1.3. Vis-a vis Employees: They will have benefits of continuing employment in the Company under a new effective management and will be able to see the



Company reach new heights. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document and on a reasonable belief, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.4. Vis-a vis all government dues: The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.5. Vis-à-vis Financial Creditors and Operational Creditors: The Scheme proposes to repay the Financial Creditors i.e. (i) Secured Financial Creditors who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 & (ii) Unsecured Financial Creditors on one hand and the Operational Creditors on another hand. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.6. The Scheme will be in the best interest of shareholders, creditors, employees and other stakeholders of the Company.



- 2.1.7. The Business of the Company has potential for sustainable and profitable growth and is capable of attracting investors, strategic partners and since the Consortium has an experience and understanding of the functioning of the fabric industry, the Consortium has an upper hand in reviving the business of the Company.
- 2.1.8. In view of the above, the Consortium has devised a restructuring and reorganisation scheme – (i) corporate restructuring and reorganisation of the Company; and (ii) restructuring scheme whereby the debt obligations owed by the Company to its creditors are proposed to be restructured/refinanced and the defaults on the part of the Company are proposed to be regularised.
- 2.2. Upon the Scheme coming into effect, the Scheme shall be binding on the Company and its employees, members, Financial Creditors including those who have relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016, Operational Creditors, guarantors, suppliers Governmental Authorities, (including Income Tax Department, Sales Tax Department, BMC, NSE and BSE, other statutory bodies, etc.), Resolution Professional, the Liquidator and other stake holders involved in this Scheme and / or otherwise concerned or connected with the Company and/or any of its Asset and Business, properties, Galas/Godowns, liabilities, obligations, etc.



PART II

DEFINITIONS AND SHARE CAPITAL

3. DEFINITIONS

3.1. In this Scheme unless the context otherwise requires, and unless defined above, the following expressions shall have the following meaning:

3.1.1. "**Act**" means the Companies Act, 2013, or any statutory modification or re-enactment thereof for the time being in force, rules, regulations, orders, or a statutory modification or re-enactment or amendments thereof;

3.1.2. "**Asset and Business**" shall include the following:

3.1.2.1. All properties owned or occupied by the Company;

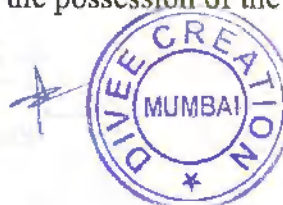
3.1.2.2. all inventories wherever located, including all semi-finished and finished goods, work in process, raw materials, samples, packaging materials and all other materials and supplies to be used in the production of finished goods owned or occupied by the Company;

3.1.2.3. all third party accounts receivable as set out in the financial statements of the Company or otherwise;

3.1.2.4. all rights in and to products under development as part of, or contemplated to be a part of the Company;



- 3.1.2.5. all furniture, fixtures, office equipment, laboratory equipment, all other moveable assets, properties, resources, facilities, utilities and services, including machinery, equipment, systems, implements, apparatus, instruments, mechanical and spare parts, tools, tooling, dyes, production supplies, storage tanks, pipes and fittings, utilities, vehicles, utensils, communication facilities and capital work-in-progress, training materials and equipment, supplies, owned and leased motor vehicles, mobile phones and personal digital assistants used by the Company, and other tangible property of any kind located at the properties of the Company;
- 3.1.2.6. all Governmental Authority to the extent used in, or related to, the Company supported by and which are permitted to be transferred in accordance with applicable Law and including: (a) the original documents and all related data, records, and correspondence under the possession of the Company evidencing the Governmental Authority issued to the Company by a Governmental Authority in any country of the world, in each case to the extent assignable with or without the consent of the issuing Governmental Authority; and (b) all related applications, design history files, technical files, drawings, manufacturing, packaging and labeling specifications, validation documentation, packaging specifications, quality control standards and other documentation, research tools, laboratory notebooks, files and correspondence with regulatory agencies and quality reports, and all relevant pricing information and correspondence with Governmental Authority with respect to such pricing matters under the possession of the Company; all product labeling,



- advertising, marketing and promotional materials and all other printed or written materials used primarily in connection with, or related primarily to, the Company;
- 3.1.2.7. all trademarks, right to use licensed trademark and all other intangible rights in the Company or used by the Company;
- 3.1.2.8. all software owned, created, acquired, licensed to or used primarily in the Company at any time prior to the Cut Off Date;
- 3.1.2.9. all books, records, files, studies, manuals, reports and other materials (*in any form or medium*) used in or related to the Company, including all catalogues, price lists, mailing lists, distribution lists, client and customer lists, referral sources, supplier and vendor lists, purchase orders, sales and purchase invoices, correspondence, production data, purchasing materials and records, research and development files, records, data books, intellectual property disclosures and records, manufacturing and quality control records and procedures, product shipping or storing requirements, service and warranty records, equipment logs, operating guides and manuals, product specifications, product processes, engineering specifications, financial and accounting records, litigation files, personnel and employee benefits records to the extent transferable under applicable Law, and copies of all other personnel records of the Employees to the extent the Company is legally permitted to provide copies of such records to the Consortium;
- 3.1.2.10. all claims, rights, credits, causes of actions, defenses and rights of set-off of any kind (including the right to sue for past, present or future infringement,



misappropriation or dilution of any intellectual property or, to the extent related to the Company), in each case to the extent arising from, or related to, the Company, after the Cut Off Date;

3.1.2.11.all direct and indirect Tax related benefits available with the Company subject to applicable Law;

3.1.2.12.all claims or benefits in, to or under any express or implied warranties from suppliers of goods or services relating to inventory;

3.1.2.13.copies of Tax Returns;

3.1.2.14.all rights relating to deposits and prepaid expenses of the Company, claims for refunds and rights of offset of the Company;

3.1.2.15.the goodwill of the Company;

3.1.2.16.the profits and losses relating to the Company on and after the Cut off Date;

3.1.2.17.all trade accounts payable to third party creditors of the Company whether or not as set out in the financial statements of the Company;

3.1.2.18.all investments of the Company including the investments made by the Company in AIFL Vastram Private Limited, AIFL Ecommerce Private Limited and AIFL Retails Private Limited;

3.1.3. "**Appointed Date**" shall mean 05.10.2020, and is the date with effect from which the Scheme shall take effect;

3.1.4. "**Board**" in relation to the Company shall mean the Board of Directors of the Company;

3.1.5. "**Claim(s)**" means a right to payment (either in form of debt given to the Company, goods/services provided to the Company or due to any other



reason), right to remedy/damages arising pursuant to a 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, execution, fixed, verified or unverified, claim made or not by the Creditors whether disputed, undisputed, legal, equitable, matured, unmatured, contingent crystallised or fructified, of any nature whatsoever including any accrued interest, surcharge, damages, penalties, losses, sanctions, costs, expenses and fines to be received from the Company and such claims have been filed or not filed with the Liquidator as per the Liquidation Regulations;

3.1.6. "**Creditors**" collectively means the Financial Creditors, Operational Creditors, employees and other creditors as reflecting in the Information Memorandum of the Company or otherwise;

3.1.7. "**Cut-off date**" means 05.10.2020;

3.1.8. "**Effective Date**" means the last of the dates on which the certified copy of the order of the National Company Law Tribunal, is issued and filed with the relevant Registrar of Companies;

3.1.9. "**Financial Creditors**" means the creditors that have extended financial debt in the nature of fund base and non-fund based limits to the Company and who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016, the details and proportion of those who have not relinquished security interest as reflected in the Information Memorandum of the Company which is more particularly laid down in **Schedule A** hereto;



- 3.1.10. "**Financial Creditors Facilities**" means the facilities extended by the Financial Creditors, the details and proportion of which are reflecting in the Information Memorandum of the Company which is laid down in **Schedule A** hereto;
- 3.1.11. "**Galas/Godowns**" shall mean all galas/godowns owned by the Company the details of such is set out in **Schedule F**;
- 3.1.12. "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India;
- 3.1.13. "**Information Memorandum**" means the Information Memorandum of the Company, prepared by the Resolution Professional under the provisions of the Code and CIRP Regulations, as provided to the Consortium;
- 3.1.14. "**IT Act**" means the Income Tax Act, 1961;
- 3.1.15. "**National Company Law Tribunal**" or "**NCLT**" means the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Company;
- 3.1.16. "**Operational Creditors**" means a person to whom an operational debt is owed and includes any person to whom such debt has been legally assigned or transferred;
- 3.1.17. "**Scheme**" means this Scheme of Arrangement or Compromise in its present form, including the schedules, as amended or modified in accordance with the provisions hereof.

4. SHARE CAPITAL



4.1. The share capital of the Company as on date is as under:

Particulars	In INR.
Authorized:	
3,90,00,000 shares of Rs. 10 each	39,00,00,000
Total	39,00,00,000
Issued, Subscribed and Paid –Up:	
2,52,11,406 shares of Rs. 10 each	25,21,14,060
Total	25,21,14,060

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Company.

PART III

SCHEME OF COMPROMISE AND ARRANGEMENT

5. ARRANGEMENT OR COMPROMISE WITH THE CREDITORS OF THE COMPANY

5.1. As on the Cut Off Date, the Company owes a total admitted amount of Rs. 255.61 Crores to its Creditors. This Scheme provides for arrangement or compromise with Creditors, without any further act, application or deed in full



and final settlement of the dues including interest within 30 (thirty) days from the Effective Date in the manner provided hereinafter.

- 5.2. The Consortium has provided a deposit of Rs. 5,00,000/- is paid to liquidator as expenses to be incurred towards meeting expenses. It is clarified that the deposits so provided shall be utilized first for meeting the cost and expenses till the approval of the scheme by NCLT and balance if any remaining will be refunded immediately to the Consortium in the event this Scheme has not received an approval, in the manner and form as may be required by the Consortium, from the NCLT or any other necessary authorities.

5.3. Payment of CIRP Costs and Liquidation Costs:

- 5.3.1. The Corporate Insolvency Resolution Process (CIRP) Costs and the Liquidation Costs shall be paid at actuals in priority to any other debt of the Company and shall be made within 15 days from the Effective Date. As per the information provided by Liquidator, the estimated CIRP Cost and Liquidation Cost till Date is Rs. 3,88,08,296/-. Actual cost may vary which would be paid in full in priority to any other creditor.

- 5.3.2. The CIRP Cost has been considered in full and the Liquidation Cost has been factored in till date of submission of the scheme. It is clarified that at the time of the distribution of the amounts as per the Scheme, the actual Liquidation Cost so incurred shall be considered.



5.3.2.1. An amount of Rs. 1,46,25,904/- shall be paid by the Consortium within 15 working days of the Application for the approval of the Scheme is filed with NCLT as performance guarantee to the Liquidator.

5.3.3. The balance amount of Rs. 14,62,59,042/- will be paid by the Consortium, either directly or through the Company, to the Secured Financial Creditors, Unsecured Financial Creditors, Operational Creditors, Employees and others as a full and final settlement of entire dues within 90 days from the Effective Date.

5.4. Financial Creditors Facilities:

5.4.1. The total Financial Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. Rs. 185,67,68,002/-. The admitted amount due towards the First Charge Secured Financial Creditors being SBI Bank, and Reliance is Rs. 134,33,58,361/-. Subservient Second Charge Secured Financial Creditor being IDFC Bank is Rs.51,34,09,641 and towards the Unsecured Financial Creditors is Rs.55,14,14,477. The First Charge Secured Financial Creditors and Subservient Second Charge Secured Financial Creditor shall collectively referred to as "Secured Financial Creditors".

5.4.2. Restructuring Plan of the Secured Financial Creditors: The restructuring will involve the following mechanism:



- 5.4.2.1. Upon the Scheme coming into effect, the properties and Galas/Godowns that have been charged with such Secured Financial Creditors will be reconveyed back to the Company and all charges/ encumbrances would be released by such Secured Financial Creditors, as more particularly set out in **Schedule A** hereunder along with other Assets of the Company as more particularly set out in **Schedule A1**.
- 5.4.2.2. The intellectual property rights and intangible rights including, the brand name being "*Valentine, Night and Day, TRICCI and N-Line* " shall be retained by the Company without any kind of encumbrances or Claims from the Creditors of any kind.
- 5.4.2.3. The amount so paid under this Scheme to the Secured Financial Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Secured Financial Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released



and discharged, and the Secured Financial Creditors shall waive all rights to invoke or enforce the same. The Secured Financial Creditors have deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment and release all the securities of the Company including the following:

- (i) All assets (including, properties, Galas/Godowns, whether freehold, leasehold or license basis) of the Company which have been charged with the Secured Financial Creditors shall without any auction be peacefully re-vested/re-conveyed in the Company upon the aforesaid payment, with good and marketable title and free and clear of all Encumbrances, liens and charges;
- (ii) All title deeds and other documents (including charge documents, if any) held by the Secured Financial Creditors shall be returned to the Company prior to the payments to be made by the Company and the Secured Financial Creditors shall perform all the acts and deeds, as required, to file necessary charge satisfaction with Registrar of Companies and release of security interest over the assets of the Company; and
- (iii) The Secured Financial Creditor shall cooperate with the Company, execute all necessary documents and undertake all necessary actions as may be required by the Company in this regard.



5.4.2.4. Further, Secured Financial Creditors shall withdraw all enforcement actions, notices under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002, suits and cases filed by them against the Company with various authorities with effect from Effective Date upon the full and final payment as provided under Schedule A to this Scheme.

5.4.2.5. It is clarified that any claims submitted by any of the Secured Financial Creditor and admitted by the Liquidator after the submission of this Scheme shall be adjusted from the money released to Secured Financial Creditors proportionately.

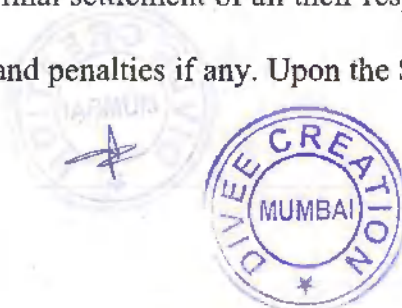
5.4.2.6. The details of the Restructuring Plan of the Secured Financial Creditors as well as details of charged assets are more particularly contained in the Schedule A.

5.4.3. Restructuring Plan of the Unsecured Financial Creditors: The restructuring will involve the following mechanism:

5.4.3.1. The Unsecured Financial Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. 5,28,20,610/-.

5.4.3.2. The Company shall make a payment of 1% of the amount of claim admitted within 90 days from the Effective Date.

5.4.3.3. The amount so paid under this Scheme to the Unsecured Financial Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and



the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Unsecured Financial Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released and discharged, and the Unsecured Financial Creditors shall waive all rights to invoke or enforce the same. The Unsecured Financial Creditors has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

5.4.3.4. The details of the Restructuring Plan for the Unsecured Financial Creditors are more particularly contained in the **Schedule B**.

5.5. Operational Creditors Facilities:

5.5.1. The Operational Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. 14,65,75,338/-/-.

5.5.2. Restructuring Plan of Operational Creditors: The restructuring will involve the following mechanism:



5.5.2.1. The Company shall make a payment of 1% of the value of claim admitted within 90 days from the Effective Date.

5.5.2.2. The amount so paid under this Scheme to the Operational Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Operational Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released and discharged, and the Operational Creditors shall waive all rights to invoke or enforce the same. The Operational Creditors has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

5.5.2.3. The details of the Restructuring Plan for the Operational Creditors are more particularly contained in the Schedule C.

5.6. Employee Claims:

5.6.1. The admitted Employee Claims, as on the Cut Off Date have a total outstanding of Rs. 89,64,541/-.



5.6.2. **Restructuring Plan of Employees:** The restructuring will involve the following mechanism:

5.6.2.1. The Company shall make a payment of Rs. 89,64,541/- i.e. 50% of the value of claim admitted within 90 days from the Effective Date

5.6.2.2. The amount so paid under this Scheme to the Employees shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties including employee benefits, gratuity etc if any. The Employees has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

5.6.2.3. The details of the Restructuring Plan for the Employees are more particularly contained in the **Schedule D**.

5.7. Other Creditor/Residual Creditors Claim

5.7.1. The Company has other creditors/residual creditors' claims, including other contingent claims, of various entities, which are as follows:

5.7.2. The Company shall make a payment of 0.5% of the amount of claim admitted within 90 days from the Effective Date .

Other/ Residual Creditors
Hitesh Punjani
Employees Benefits Payable



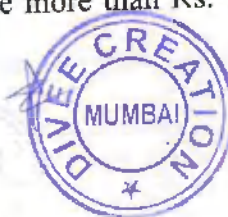
Gratuity Provisions
Other payables
Capital creditors
Security deposits
Provisions for Employees benefits
Statutory dues
Current Tax Liabilities
Differed Tax Liabilities
Stock exchanges/SEBI outstanding fees

5.7.3. . The amount so paid under this Scheme to the aforesaid residual creditors shall be a full and final settlement of *all their* respective dues, claims, liabilities including interest and penalties if any.

5.8. The Consortium has adequate means for supervising and implementing the Scheme for the giving effect to the same, the Consortium has a turnaround strategy to revive and run the Company as a going concern. The details of such restructuring which includes the (i) Management & control of affairs of the Company during the term of the plan and its supervision (ii) Prayer for Reliefs and Concessions (iii) Source of Funds and (iv) Revival plan of the Corporate Debtor and (v) Term of the Scheme and Implementation Schedule are more particularly contained in **Schedule E**.



- 5.9. Upon making payment as per the Repayment Plan as set out in the Scheme to the Creditors, all the liabilities and Claims of the respective Creditors, gratuity, employee benefits, statutory payments, assessed / unassessed income taxes, state sales taxes, CST, GST, excise duty, municipality dues, dues of CTO, Directorate of Commercial Taxes, Government of Maharashtra, Property Tax and all other dues and statutory payments to any Governmental Authority) and all other taxes and dues shall deemed to have been settled without any act or deed. It is further clarified that aall indebtedness of the Company (past, present and till the Effective Date), which is due as of the Cut Off Date and till the Effective Date, whether claimed or unclaimed, admitted or rejected, contingent or actual, current or differed shall stand *ipso facto* irrevocably and unconditionally extinguished in perpetuity on and with effect from the Effective Date.
- 5.10. On the Scheme coming into effect any amount in excess of the Repayment Plan as set out in the Scheme shall stand extinguished and waived without any act or deed. On the Scheme coming into effect, the Creditors shall have no claim (*including, Claim*) or right over the Company other than the Repayment Plans to be payable to such Creditor(s).
- 5.11. Notwithstanding anything contrary provided under this Agreement, the total/aggregate payout by the Company/Consortium to all the creditors shall, in any event and under any head, not be more than Rs. 16,09,89,015/- (save and



except payment to residual creditors). The Consortium shall not be liable to pay any amount over and above aforesaid aggregate amount. If Consortium/Company is required to pay any additional amount over and above the aggregate amount then amount payable to the Creditors under this Scheme shall proportionately reduce to such extent. In case any further claim is admitted by the Liquidator under any head, then amount payable to the Creditors under this Scheme shall proportionately reduce to such extent.

- 5.12. Following the discharge of all the Secured Financial Creditors and Unsecured Financial Creditor, Operational Creditors, Employees and Other Creditors/Residual Creditors, in accordance with this Scheme, any and all other claims or demands made by, or Liabilities or obligations, owed or payable to, (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, and other charges already accrued / accruing in connection with any third party claims), any actual or potential Liability or Claims of the Company towards any Person, whether admitted (*including by Resolution Professional/Liquidator*) or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or set out in the balance sheets and / or profit and loss account statements of the Company including Financials Creditors who have relinquished security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 and or the Creditors List in relation to any period prior to the Effective Date or arising on account of the acquisition of management and control of the Company by the Consortium will be written off in full and shall be deemed to be



permanently extinguished by virtue of the order of the Adjudicating Authority approving this Scheme and the Company and / or the Consortium shall, at no point of time, be directly or indirectly have any obligation, Liability or duty in relation thereto.

5.13. Any variation in the price of the US dollar or any other foreign currency after the Appointed Date would not affect the Outstanding Amount and accordingly, would not affect the Repayment Plans as set out in this Scheme. The Outstanding Amount as provided in the books of account of the Company as on the Appointed Date shall remain constant for the purpose of this Scheme. Further, repayment by the Company in accordance to the Repayment Plans shall be calculated only in terms of Indian Rupees (INR) and shall not vary due to any variation in exchange rate.

5.14. Any difference in the Outstanding Amount between the Appointed Date and the Effective Date shall be deemed to have been waived by the Creditors.

5.15. Any difference in calculation of the Outstanding Amount by the Creditors as compared to the Outstanding Amount present in the books of accounts of the Company as on the Appointed Date shall be deemed to have been waived by the Creditors.



- 5.16. This Repayment Plan provided by the Company under this Scheme should not be considered as acceptance of any claim or liability by the Company and the proposal till the Scheme coming into effect is without prejudice to the rights of the Company against such Creditors. This Scheme is prepared for long term benefit of the Company, concentrates on business activities of the Company and resolves all the grievances of concerned stakeholders of the Company.
- 5.17. Notwithstanding anything contained in the Scheme, it is clarified that any guarantee and/or security undertaking given by the promoter or erstwhile management in favour of the Secured Financial Creditors or other creditors shall not be affected by this Scheme and the Secured Financial Creditors and the other creditors shall have full right, title, interest to continue to initiate and institute any actions, proceedings against the promoter or erstwhile management as the case may be to the exclusion of and without any effect on the Company and the Consortium. However, it is hereby expressly stated that *(with no requirement of any further consent of any creditor)* the Company is permanently released and discharged from all securities, indemnity, corporate guarantee (including guarantees given by the Company on behalf of any subsidiaries including – AIFL E-Commerce Private Limited, AIFL Retails Pvt. Ltd. and AIFL Vastrain Pvt Ltd.) and like obligations, in relation to any financial indebtedness availed by any third person where such financial indebtedness has been provided by such creditor and guaranteed or secured by Company fully or partially.



- 5.18. The Consortium shall not, without prior consent of the Secured Financial Creditors, sell any immovable properties of the Company till the payment is made to Secured Financial Creditors as per this Scheme.

6. Compliances with SEBI

- 6.1. The Company shall duly comply with various provisions of the Circular No.CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with Circular No.CFD/DIL3/CIR/2017/26 dated March 23, 2017, the SEBI Circular no. CFD/DIL3/CIR/2018/2 dated January 03, 2018, the SEBI Circular SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated September 12, 2019, the SEBI Circular SEBI/HO/CFD/DIL1/CIR/P/2020/215, Master Circular SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 and Master Circular SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 being issued by the Securities and Exchange Board of India, applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with various concessions provided by the SEBI in relation to the Scheme of the companies involved in the liquidation.
- 6.2. It is clarified that no amount is payable by the Company to NSE and BSE apart from as stated hereinabove including, any fees for relisting of shares of the



Company on the stock exchanges of NSE and BSE. The BSE and NSE shall withhold all delisting process pending the Effective Date and upon the Scheme coming into effect, any delisting process initiated either by NSE and BSE shall deemed to have been withdrawn by the said authorities.

- 6.3. The Consortium undertakes to SEBI, BSE and NSE that it shall achieve 10% of minimum public shareholding within 12 months from the date of relisting of shares of the Company on NSE and BSE and shall achieve 25% of minimum public shareholding within 36 months from the date of relisting of shares of the Company on NSE and BSE as enumerated under SEBI Board Meeting dated PR No.-61/2020 dated December 16, 2020 and the same shall *mutatis mutandis* be applicable to this Scheme.

7. General terms of Settlement

- 7.1. Upon the Scheme coming into effect, any proceedings, pending or decrees/ award obtained (by the Creditors) before or after the Appointed Date against the Company, its Directors, officers or any other person arising due to, directly indirectly, from non-payment of the dues and Claims by the Company, relating to any of the Creditors shall, on the Scheme being effective, be terminated and the rights, obligations and liabilities of the parties shall be governed by the terms of this Scheme without any act or deed. For completion of formalities, the Creditors shall withdraw all proceedings. However, it is clarified here that the Creditors can file separate proceeding for any violations by the Company in repayment of any amount as set out in this Scheme.



- 7.2. Upon the Scheme coming into effect, the Company and the Consortium shall not be liable for any of the liabilities, claims, demand, obligations, penalties etc. arising out of any proceedings, inquiries, investigations, orders, show causes, notices, suits, litigation etc. (including those arising out of any (a) proceedings relating to Section 138 under the Negotiable Instruments Act, 1881, (b) orders passed by the NCLT pursuant to the provisions of the Code), whether civil or criminal, pending before any authority, court, tribunal or any other forum prior to the acquisition of control by the Consortium, that have been already initiated or instituted prior to the Effective Date and/or may be initiated or instituted post the approval of the Scheme by the NCLT on account of any transactions entered into, or decisions or actions taken by, such existing management, promoters, shareholders, managers, directors, officers, employees, workmen or other personnel. It is further clarified that the new management of the Company and/ or the Consortium shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.
- 7.3. Upon the Scheme coming into effect, and upon receipt of the all the amount due and payable in terms of this Scheme, the Creditors shall have no claim (including, Claim) on the Company in any manner whatsoever in respect to the Outstanding Amounts or any other amount due and payable by the Company to the Creditors including, any interest accruing thereof either before or after the Appointed Date and such payment of all amount as set out in this Scheme shall be deemed to be the full and final settlement of the Creditors.



- 7.4. The payment as contemplated in this Scheme shall be the Company's and Consortium's full and final performance and satisfaction of all its obligations to such persons and all claims (including for the avoidance of doubt, any unverified portion of their Claims) of such persons against the Company shall stand irrevocably and unconditionally settled and extinguished in perpetuity on and with effect from the Effective Date.
- 7.5. Each of the Creditors undertake that they shall not initiate or if initiated, the Creditor shall refrain from taking any action, legal proceedings against the Company in relation to the Outstanding Amounts or Claims that are proposed to be restructured under this Scheme either pending the sanction of the Scheme or after the Effective Date unless the Company defaults any of the terms of this Scheme.
- 7.6. All of the documents executed by the Company and any other persons on behalf of the Company in favour of the Creditors shall stand modified and settled to the extent and intent as set out in this Scheme.
- 7.7. Upon the Scheme coming into effect and upon payment to Creditors, the Company shall have all right, title and interest in AIFL Vastram Private Limited, AIFL Ecommerce Private Limited and AIFL Retails Private Limited as applicable under the law and equity including, right to appoint the directors on the board of the Directors of such companies and control the affairs of such companies as it deem fit.



- 7.8. All third parties or debtors of the Company shall continue to be liable to repay or complete their respective obligations as they were liable to the Company prior to insolvency period. The Company shall be entitled to receive all the pending receivables and shall be entitled initiate or continue the proceedings against such third parties/debtors of the Company.
- 7.9. Upon the Scheme coming into effect, all the Creditors would now be governed by the terms and conditions as stipulated in the Scheme and would not be entitled to take recourse under the present agreements.
- 7.10. Upon the Scheme coming into effect, all Assets and Business of the Company as on the Cut Off Date shall deem to be remain vested in the Company, on an as is where is basis, free from all encumbrances and/or without any encroachments (including but not limited to occupancy of possession by the erstwhile director/s or promoter/s or their men/agents/servants) and the same shall not be disposed off from the Appointed Date till the Effective Date.
- 7.11. Upon making payment in accordance with the Repayment Plans, all documents, collaterals and interests (legal and contractual) in relation to the Company and its subsidiaries held by any Creditors shall stand unconditionally and irrevocably released, without the requirement of any further deed or action on part of the Company. Further, Creditors shall complete all formalities of such release to the satisfaction of the Company.



- 7.12. Save and except the repayment as per the Repayment Plans to the Creditors under this Scheme, no other payments or settlements shall be made to any other person in respect of Claims and all other Claims against the Company in relation to or connected with any period prior to the Effective Date or arising on account of legal proceedings, including criminal proceedings and other penal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity on the Effective Date and with effect from the Appointed Date.
- 7.13. The accounting treatment in respect of the Scheme will be in accordance with the Accounting Standard as specified by the Central Government and the same be complied accordingly after the approval of the scheme by the NCLT.
- 7.14. Waiver of any income-tax and Minimum Alternate Tax (MAT) liability or consequences (including interest, fine, penalty, etc.) on the Company, the Consortium and its shareholders on account of various steps as proposed in this Scheme, including but not limited to liabilities if any under Section 41 (1), Section 56, Section 43, Section 43 B, Section 28, Section 115JB and Section 79 of the Income-tax Act, 1961, including, without limitation waiver of MAT and income tax implication arising due to write back/write off of liabilities in the books of accounts of the Company without any impact on brought forward tax and book loss /depreciation, pursuant to this Scheme. Any requirements to obtain waivers from any Tax Authorities including in terms of section 79 of the



IT Act is deemed to have granted upon approval of this Scheme on the Effective Date.

7.15. Upon the Scheme coming into effect,

7.15.1.1. All pending dues under the provisions of Income Tax Act, 1961 (IT Act'), including taxes, duties, penalties, interest, fines, cesses, unpaid TDS/TCS, whether admitted or not, due or contingent, crystallised or un-crystallised, known or unknown, secured or unsecured, disputed or undisputed, shall stand extinguished by virtue of the order of the NCLT approving this Scheme and the Company shall not be liable to pay any amount against such demand;

7.15.1.2. No notices should be issued under the provisions of the IT Act to initiate any proceedings viz. assessment/re-assessment/revision/penalty etc. against the Company in relation to the period after the Effective Date;

7.15.1.3. Any proceedings which were kept in abeyance in view of insolvency process or otherwise shall not be revived post the order of the NCLT;

7.15.1.4. No further demand for period prior to the Effective Date shall be raised by Income Tax Department; and

7.15.1.5. All carry forward losses and unabsorbed depreciation shall be allowed to be carried forward.

7.16. On and with effect from the Effective Date, all encumbrances, security interest, liens and /or attachments (including pursuant to Applicable Law and particularly Sections 281 of the IT Act and Section 8I of the Central Goods and



Services Tax Act 1961) created or suffered to exist over the assets of the Company or over the securities of the Company, whether by contract or by Applicable Law, whether or not in favour of Persons receiving settlements under this Plan or those who have provided debt to any third party, shall stand unconditionally and irrevocably released and all enforcement proceedings commenced by any Person over any of the assets of the Company or over any securities of the Company shall stand released and reversed, without the requirements of any further deed or action on part of the Consortium or the Company, except security charged in favour of Financial Creditors, which shall be released as per this Scheme.

7.17. All contracts between the Company and its related parties of erstwhile management shall stand terminated with effect from the Effective Date without any further act, deed or instrument and all liabilities and obligations of the Company to such related parties shall be discharged and be permanently extinguished. It is clarified here that the related parties shall continue to be obligated to the Company for any outstanding dues to be payable by related parties to the Company.

7.18. Notwithstanding anything to the contrary, the powers of attorney or authorisations issued by the Company shall stand cancelled without any further act, instrument or deed from the Effective Date.



- 7.19. Consortium and Company after the Effective Date shall not be responsible for any defaults for the period prior to Effective Date of any nature under any law as may be applicable from time to time including but not limited to ED/ RBI/ CBI/ CVC/ PMLA/ FEMA / FERA, customs, excise, VAT, GST, ST/ CST/ Octroi, Income Tax, Companies Act, 2013, SEBI Regulations, Stock Exchange Listing Agreement Compliances, Property Tax and any other law/ enforcement agencies even if not mentioned here.
- 7.20. The Central Board of Direct Taxes to i) not void or take any other actions with respect to the transactions contemplated under this Scheme under Section 281 of the IT Act ii) exempt the Consortium from any liability pursuant to Sections 56 and 170 of the IT Act and iii) not levy any Tax (including minimum alternate tax) arising as a result of giving effect to, or otherwise in relation to, the Scheme, in the hands of Company or the Consortium. The Central Board of Excise and Customs to not void or take any other actions with respect to the transactions contemplated under this Scheme (including the sale of collateral or any other act) under Section 81 of the Central Goods and Services Tax Act, 2017 and not to impose any successor liability on the Consortium and the Company.
- 7.21. It is clarified that the Consortium or any of its related parties have not 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.



PART III

REORGANISATION OF SHARE CAPITAL

8. ISSUE OF NEW SHARES

8.1. Upon the Scheme coming into effect, in consideration of the Consortium infusing funds of an amount of Rs.16,09,89,015/- and attempting to revive the Company pursuant to provisions of this Scheme, and without any further application, act, deed payment, consent, acts, instrument or deed, the Company will issue and allot 16098902 fully paid-up equity shares of Rs.10 each (the "*New Shares*"), at par, to the Consortium and/or its associates within 90 days from the Effective Date in accordance with the terms of the Scheme. Any additional amount infused by the Consortium shall be in form of loan or any other mode as may be desired by the Consortium.

8.2. The Board of Directors of the Company shall consolidate all fractional entitlements, if any, arising due to the fresh issue of shares and allot the New Shares after rounding them off to the nearest integer to the respective shareholders.

8.3. The New Shares, to be issued and allotted by the Company, in terms of this Scheme, shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company. The New Shares, to be issued and



allotted, shall rank *pari-passu* in all respects with the existing shares of the Company, including in respect of dividends, if any, that may be declared by the Company, on or after the Effective Date.

8.4. The issue and allotment of the New Shares in the Company to the Consortium as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Sections 42 and 62 of the Act and any other applicable provisions of the relevant Act.

8.5. The Board of Directors of the Company shall take requisite steps to increase its Authorized Share Capital, if required, for allotment of shares to the Consortium.

8.6. Upon the Effective Date, the rights and obligations of the Liquidator shall cease to exist and Consortium will appoint 4 (*four*) directors or such number of directors as the Consortium may deem fit on the Board of the Company. The Secured Financial Creditors can, if they desire, collectively appoint a Monitoring Committee till the payment of plan as per this Scheme is made to the Secured Financial Creditors.

9. CANCELLATION/ REDUCTION OF SHARE CAPITAL OF THE COMPANY

9.1. Immediately upon the issuance and allotment of the New Shares to the Consortium as stated hereinabove, as part of the Scheme, the (a) entire



shareholding of promoter and promoter group and (b) certain pre-existing equity shares of total public shareholders of the Company prior to the Effective Date, shall stand cancelled and extinguished on and from the Effective Date (*in such a manner or to such an extent that post the issue of New Shares, the new management will hold 95% of the issued, subscribed and paid-up equity share capital of the Company and the public shareholders will hold 5% of the issued, subscribed and paid-up equity share capital of the Company i.e. the public shareholders, in aggregate, will hold 12,55,000 fully paid-up equity shares of Rs.10 each in aggregate*) and as an integral part of the Scheme and accordingly, the Share Certificates in respect of the aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.

9.2. Accordingly, upon the Scheme coming into effect and after taking into effect issue and allotment of the New Shares and after the aforesaid reduction of share capital, the issued, subscribed and paid-up equity share capital of the Company shall stand revised to Rs. 17,35,39,020/- divided into 17353902 equity shares of the face value of Rs.10 each fully paid to give effect to cancellation of equity shares held by such shareholders in the Company.

9.3. The cancellation, which amounts to reduction of share capital of the Company, shall be affected as an integral part of the Scheme itself and shall be deemed to be in accordance with the provisions of Sections 230 of the Companies Act, 2013 and other applicable provisions of the Act as the same does not involve



either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital. The order of the Adjudicating Bodies sanctioning the Scheme shall be deemed to be an order under Section 230 of the Companies Act, 2013 and other applicable provisions of the Act confirming the reduction without imposing a condition on the Company to add to its name "and reduced".

PART III

OTHER TERMS AND CONDITIONS

10. ENFORCEMENT OF CONTRACTS, DEEDS AND BONDS

10.1. Save and except the various documents entered by the Company, from time to time with the Creditors in relation to the Claims which has been restructured in terms of this Scheme, nothing contained in this Scheme shall affect any other contract, deed, bond, agreement and other instrument of whatsoever nature to which the Company is a party in relation to the Creditors and which is subsisting or having effect on the Effective Date and shall remain in full force and effect against or in favour of the Company and may be enforced fully and effectively.

11. APPLICATION TO NCLT



- 11.1. The Company through the Liquidator and the Consortium shall, make applications and/or petitions under Sections 230 through 232 of the Act and the Code read with the Liquidation Regulations/ or other applicable provisions of the Act to the NCLT for sanction of this Scheme and all matters ancillary or incidental thereto.

12. MISCELLANEOUS PROVISIONS OF THE SCHEME

- 12.1. The approval of the Scheme of such class of persons of the Company as required in terms of the applicable provisions of the relevant Act and the Code as well as any requirements that may be stipulated by the NCLT in this respect.
- 12.2. The Company through the Liquidator and the Consortium, through its directors or authorised officers, are hereby empowered and authorised in their full and absolute discretion, to assent from time to time to any alterations or modifications in this Scheme including but not limited to those which the NCLT and/or any other authority may deem fit to direct or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith including any question or difficulty arising in connection with any deceased or insolvent stakeholder of the Company, whether by reason of any Order of the NCLT or any directive or order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme.



- 12.3. All costs, charges and expenses (*including any taxes including stamp duty and duties*) of the Company in relation to or in connection with this Scheme shall be borne by the Consortium.

13. SEVERABILITY AND INCONSISTENCIES

- 13.1. If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

- 13.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Company and its shareholders and/or creditors and the terms and conditions of this Scheme, the latter shall prevail.

14. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 14.1. Subject to the approval of the NCLT, the Company through the Liquidator and the Consortium assent from time to time on behalf of persons concerned to any modifications/amendments to this Scheme or any conditions or limitations which the NCLT or any authorities under the law may deem fit to approve of or



impose and to resolve any doubt or difficulties that may arise for carrying out this Scheme and to do and execute all such acts, deeds, matters and things necessary for putting the Scheme into effect.

- 14.2. For the purpose of giving effect to this Scheme or to any modifications or amendments, thereof, the Company through the Liquidator and the Consortium may give and are authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

15. EFFECTIVENESS AND CONDITIONALITY OF THE SCHEME

- 15.1. The effectiveness of the Scheme is and shall be conditional upon and subject to:

15.1.1. receipt of no adverse Observation/ No Objection Letters from the BSE Limited and the National Stock Exchange of India Limited;

15.1.2. the approval of the Scheme by such class of persons of the Company, as may be directed by the NCLT on the application made for directions under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act;

15.1.3. the sanctions of the NCLT being obtained under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act;



15.1.4. approval of Securities and Exchange Board of India and all other sanctions and approvals, as may be required by law;

16. OPERATIVE DATE OF THE SCHEME

16.1. This Scheme although to come into operation from Appointed Date shall not come into effect until the last date of -

16.1.1. the date on which the last of all the consents approvals, permissions resolutions sanctions and/or orders as are here in above referred to have been obtained or passed;

16.1.2. the date on which the necessary certified copy of the Order under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act are duly filed with the Registrar of Companies, Mumbai such date shall be referred to as Effective Date for the purpose of the Scheme or such other dates as the NCLT may direct; and



SCHEDULE A**Secured Financial Creditors and repayment mechanism****First Charge Secured Financial Creditor**

Sr	Name of Financial Creditor	Repayment Amount (Rs.)
I	State Bank of India	14,00,00,000
II	Reliance	9,10,334.36

Second Charge Secured Financial Creditor

Sr	Name of Financial Creditor	Repayment Amount (Rs.)
I	IDFC Limited	1% of the admitted claim amount.

Details of Secured Assets

DESCRIPTION	OWNED BY
Godown bearing No 101 to 109, on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 110 on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 111 on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 201 to 209, on the 2nd Floor on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 210, on the 2nd Floor Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 211, on the on the 2nd Floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 107, on the 1st Floor, Building No. D-5, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Unit-01, "Pacific Plaza", situated at Garage Gali, Off Bhavani Shankar Road. Dadar (West) Mumbai-400028	M/s Momai Apparels Ltd
Unit-03, "Pacific Plaza", situated at Garage Gali, Off	M/s Ashapura Intimates Fashion



Bhavani Shankar Road. Dadar (West) Mumbai-400028	Ltd
Unit-04, "Pacific Plaza", situated at Garage Gali, Off Bhavani Shankar Road. Dadar (West) Mumbai-400028	M/s Ashapura Intimates Fashion Ltd

Schedule A1

List of Other Assets

1. Plant & Machinery
2. Furniture & Fixture
3. Electrical Installation
4. Electrical Installation
5. Office Equipment
6. Computers & Printers
7. Air Conditioner
8. Garment Rack
9. Trademark



Schedule B**Unsecured Financial Creditors**

Sr.No	Unsecured Financial Creditor	Repayment Amount as per scheme
2	Yes Bank	1% of the admitted claim amount
3	IFCI Venture	
4	SBI Global Factors Ltd	
5	Union Bank of India	
6	Bank of Baroda	
7	Devasan Investments Pvt Ltd	
8	Tirumala Balaji Alloys Pvt Ltd	
9	Sky B Bangla	
10	Ajay Multi Projects	
11	Vinita Investments	
12	Apex Valves Pvt Ltd	
13	United bank of India	
14	Amrapali Barter Pvt Ltd.	



SCHEDULE C

Operational Creditors and repayment mechanism

Sr. No	Operational Creditors Name	Repayment amount (Rs.)
1	AJ Trading	1% of the admitted claim amount
2	AR Clothing CO	
3	Aryan Advertising	
4	Ashirwad Creations	
5	B K Knit Fab	
6	Barmax Global Solutions Pvt Ltd.	
7	Creative Infonet	
8	Creative Plus Nettrade LLP	
9	Dhaga Ghar Threads Pvt Ltd	
10	DJ Mediaprint & Logistics Ltd	
11	DOLCE	
12	G6 Creation	
13	Get I.T. Solutions	
14	Global Enterprises	
15	Greenchilli Advetising	
16	J.M.K Enterprises	
17	Jalaram Packaging	
18	Kesavan Exports	
19	Knit Line Fab (India)	
20	Krish Marketing	
21	Lakshya Garments	
22	M/s MRP HUF	
23	M/s Rajkamal Prints	
24	M/s Suditi Industries SLimited	
25	M/s. B. Sorabji	
26	M/s. Geeta Textiles	
27	M/s. Prabhu Transport	
28	M/s. Spectrum Prints	



29	Maruti Super Distributer
30	MD Enterprise
31	Naresh Enterprises
32	NP Paper Products
33	NRS Garments
34	Paras Ram Textiles
35	R P Hosiery
36	R.S.Agencies
37	Riddhi Fashions
38	Royal Fabrics
39	Royal King Fashions Private Limited
40	S H Enterprises
41	Sanjay Trading Company
42	Shree Samarth Krupa Contractor
43	Shri Sidhhivinayak Knitwear
44	Shubhra Enterprises
45	Skyzz Apparels
46	Steadifilms
47	Sterling Enterprise
48	Tangent
49	Trendz international
50	Unique Zip Fastners
51	Vardhman Filaments
52	Vardhman Impex
53	Y S Apparels
54	Ziya Packaging
55	Bajaj Trading
56	BEST Undertaking
57	Bijay Marketing
58	Express Rail Cargo Services
59	H K Creation
60	Lotus Knit Fab

1% of the admitted claim amount



61	Mansi Textiles	1% of the admitted claim amount
62	Torrent Power	
63	Tradex Hoisery	
64	Uday Associates	
65	Ankur Lighting	
66	RV Stndio	
67	GST Department	
68	Shri Siddhivinayak Fashion	
69	FOTO Factory	
70	Nirvan Fabrics	



SCHEDULE D

Employees and repayment mechanism

Sr. No.	Employees	Amount As per Scheme
1	Abhijeet ANIL Kotekar	50% of the Admitted amount
2	Abhijit Gopinath Kalaskar	
3	Amey Anil Dantal	
4	Amit Raj Kumar Malik	
5	Anurag Kunthilal Gangwal	
6	Atmaram Gunaji Bandbe	
7	Avinash Prakash Amolik	
8	Balkrishna Shankaraiah Bale	
9	Bhavik Jakhubhai Bhanushali	
10	Bhoomi PramodKumar Mewada	
11	Binod Sahu	
12	Chandan Singh	
13	Deepak Anant Prasad Tiwari	
14	Dilip Kumar Rajaram Ray	
15	Dimple Kalra	
16	Ganpat Mahadev Chavan	
17	Kiran Jayprakash Mestry	
18	Kishor Ashok Navle	
19	Kishor Naik	
20	Kundan Kumar Kamta Sharma	
21	Manish Rajkumar Lath	
22	Manjunath Ganapathi Kamath	
23	Mihir Rajnikant Makwana	
24	Mohit Akhilesh Shah	
25	Munna Kumar Pachu Rajwar	
26	Nageshwar Rammurthi Mishra	
27	Navin Khimji Daiya	
28	Neha Choudhary	
29	Nikhil Ashok Lonishte	
30	Nisha chhaparia	
31	Nitin Kumar Om Prakash Sawai	
32	Pamash Balu Jadhav	
33	Pappu Ramashish Yadav	
34	Piyush Batuk Bhai Ramani	
35	Prabhudas Krishna Bhandari	
36	Pradyuman Krishna Shastri	
37	Prakash Bhaguram Jadhav	50% of the Admitted amount
38	Prashant Prakash Surve	



39	Prashant Mukund Pagare
40	Pravin Kashinath Waghmare
41	Pravin Sopan Navghane
42	Rajesh Kumar Tiwari
43	Rajesh Sambhulal Chawda
44	Rajkumar Gundayya Swami
45	Ramesh Sharma
46	Ravindra Sahadeo Gawande
47	Ravindra Shantaram Chavan
48	romil Gandhi
49	Roshan Vilas Yerunkar
50	Rupesh Prakash Amolik
51	Sachin Dattatray Petkar
52	Sadashiv Ramu Vartekar
53	Santosh Vasudev Amberkar
54	Sarita Suraj Chauhan
55	Shailesh Shivnath Prasad
56	Sumit Jaysingh Palan
57	Sunil Mahadev Vichare
58	Suryakant Ram Salunke
59	Sushil Subhash Pawar
60	Uttam Vasudev Haryan
61	Venkataramana Rajeshwar Margam
62	Vikram Ranjit Solanki
63	Vinod Kisan Sawant
64	Yogesh Vasudev Lachhwani
65	Zahiruddin Khan
66	Prakash Atmaram Salvi
67	Raju Vitthal Dhondaaley
68	Sanjeev Nathuram Soni
69	Shailesh Khandagale
70	Vishal Vasant Pevekar
71	Suresh Kumar Sharma
	Mohit Kamal



Schedule E

Details of restructuring

(i) Management & control of affairs of the Company:

The Company shall operate as a going concern in its normal course of business upon the Scheme coming into effect.

1. Reconstituted Management/ Board of Directors

1.1. The Consortium shall hold 95% shareholding in the restructured share capital of the Company. Since Divee Creation through its proprietor has experience in garment industry, the representatives of Divee Creation shall be in control and management of affairs of the Company and the business of Company shall be carried on by the new management as appointed by Consortium Nandhivardhan Infrastructure Limited, being more of a financial partner, will although not be involved in day to day affairs of the Company but shall be part of the Consortium and guide its Consortium partner – Divee Creation.

1.2. Pursuant to the approval of the Scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on Effective Date.



- 1.3. Subsequently, with effect from the Effective Date, the Company shall be managed by a reconstituted management/board of directors so appointed by the Consortium.
- 1.4. The Directors on the reconstituted board shall be appointed on the Effective Date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company.
- 1.5. Accordingly, the necessary form to be filed with the MCA intimating cessation of existing directors and appointment of new directors shall be concluded without affixation of digital signatures.
- 1.6. The Consortium will appoint such number of directors on the board of the Company, including independent directors, as may be necessitated.
- 1.7. The Consortium shall also exercise veto rights that it deems fit in the interest of operating the Company as a going concern. The erstwhile promoters would have no control, veto rights, and directorship in the Company with effect from the Effective Date.
- 1.8. Entire management control of the Company will vest with the Consortium, for the management of the day-to-day affairs.



1.9. Any change in the members managing the Company shall not affect the validity and enforceability of any agreement, lease deed, contract, etc. executed by the Company with various parties, authorities, companies, etc. save and except the provisions and scope of alterations / modifications / amendments as also such reliefs and concessions provided to the Consortium and the Company under this Scheme.

1.10. Consortium are authorised to Change of Signatories to Bank Accounts, Issue and Allotment of the New Shares.

1.11. The director of the Company or the newly appointed board of directors so constituted in accordance with this Scheme, shall convene a meeting (at a shorter notice, if required) of the board of directors of the Company (such date being referred to as the Transfer Date) and pass the following resolutions with requisite majority:

- a) Approving the change of signatories to designated bank account, creditor escrow account, if any, and other bank accounts maintained by the Company from the Liquidator and persons authorised by him to such nominees of the Consortium, the reconstituted board of directors may deem fit;
- b) Approving the issuance and allotment of and allotting the equity shares to the Consortium and its nominee(s) and the new public



shareholders in dematerialised form, free of all encumbrances in consideration for the equity subscription amount.

- c) Authorising the directors or any other authorised person of the Company to make the relevant entries in and update the register of members of the Company to reflect the aforesaid changes;
- d) Authorising the directors of the Company to file requisite forms and returns on behalf of the Company with the Registrar of Companies, for the aforesaid issuance and allotment of, the equity shares to the Consortium and/or its nominees and the new public shareholders;
- e) Authorising the directors of the Company to file for listing of New Shares and reduced share capital on the BSE and NSE;
- f) Approving/authorising such other matters as may be necessary and incidental in relation to the above or which may be required to give effect to this Scheme.

1.12. The Consortium will appoint new statutory auditors as per the applicable law.

1.13. Appointment of Key Managerial Personnel and Company Secretary will be done by the Consortium as per applicable law.

(ii) Prayer for Reliefs and Concessions



1. All relevant Governmental Authorities to grant relief from payment of stamp duty, registration fees and applicable fees (including fees payable to the jurisdictional Registrar of Companies) for the successful implementation of the Scheme (including for the capital reduction, issuance and transfer of shares and other securities, change of ownership of the Company and settlement of Debt); and for the execution and registration of the Deed of Conveyance/Reconveyance and other documents for transfer of clear legal title of the properties in favour of Company.

(iii) Source of Funds

The Consortium will be sourcing funds from internal accruals of the Consortium itself and as well as from the Nandivardhan group. Also, one of the Consortium members, the Nandivardhan group has given a letter of commitment. The Consortium has also received letter of intents' from Mr. Uttamchand K. Jain, director of Neon Laboratories Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 140, Damji Shamji, Industrial Complex, Mahalaxmi Caves Road, Andheri East, Mumbai 400 093, Maharashtra and from Inventure Finance Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 201, 2nd floor, Viraj Towers, Western Express, Highway near Landmark, Andheri East, Mumbai 400 069.

(iv) Revival plan of the Corporate Debtor



Upon the Scheme coming into effect, the new management will infuse 16.09 _____ crore funds as share capital, will provide the jobs to old employees, will continue working with the old distributors, agents, suppliers of the Company and will take all possible efforts to revive the Company to make it run as a going concern.

(v) Term of the Scheme and Implementation Schedule

The term of the Scheme shall commence from the Effective Date and shall continue until the payments as contemplated under this Scheme have been made. Notwithstanding anything contained in this Scheme, no part of this Scheme shall become effective or enforceable until either (i) the Scheme is approved by the NCLT in the manner proposed by the Liquidator; or (ii) if approved by the NCLT with any variance, then in the form and substance reasonably acceptable to the Consortium.

Summary of Implementation Timelines

Sl. No.	Activity	Estimated Time line
1.	Date of Scheme	[insert]
2.	NCLT Approval Date & Receipt of Copy	X (Effective Date)
3.	Payment of CIRP and liquidation costs	X + 90 days
4.	Payment of towards settlement of First Charge Secured Financial Creditors, Second Charge Secured Financial Creditors, Unsecured Financial Creditors, Employees and Operational Creditors and Residual Creditors as contemplated under the Plan.	X + 90 days



Schedule F**Details of Galas/Godown****Bhiwandi**

Building	Industrial Gala	Built-up area Sq. Ft.
D-6	101 to 109	24,750
	110	3,779
	111	3,669
	201 to 209	24,750
	210, 211	5,400
D-5	107	2,700
Maulikripa		10,119

Dadar

Floor	Shop/Unit no.	Carpet Area Sq. ft.
Ground	Unit 1	213
	Unit 3	213
	Unit 4	213
TOTAL		639



Creditors	Amount Admitted	Payment allocated
1st Charge FC	1,34,33,58,361	14,09,10,334 (SBI-14 Crs and Reliance - 9,10,334)
2nd Charge FC	51,34,09,641	51,34,096 1% of admitted claim amount
Unsecured FC	52,82,06,102	52,82,061 1% of admitted claim amount
Operational Creditor	14,65,75,338	14,65,753 1% of admitted claim amount
Employees	89,64,541	44,82,271 50% of admitted claim amount
	2,54,05,13,983	15,72,74,515
CIRP Cost		
Liq Cost		3,88,08,296
		19,60,82,811



NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 5

IA 2410/2020 IA 279/2021 IA 726/2021 IA2990/2021 IA 765/2021 in
C.P./(IB)/4488/MB/2018

CORAM:

SH. SHYAM BABU GAUTAM
HON'BLE MEMBER (T)

JUSTICE P.N. DESHMUKH (Retd.)
HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **15.11.2022**

NAME OF THE PARTIES: - **IDFC Bank Ltd V/s Ashapura Intimates**
Fashion Ltd

Appearance (via video-conference):

For the Liquidator : Mr. Ayush Rajani, PCA a/w. Khushboo
Shah i/b AKR Advisors

For the Applicant – IA 765 : Mr. Kunal Kanungo, Advocate

Section 43(1) r/w 44 (1), 60(1), 66(1) & 7 of the IBC, 2016

ORDER

IA 765/2021

This is an Application filed by the Applicant, Mr. Chetan Pravin Jain, seeking direction from this Tribunal to the Respondent to proceed under Section 230 of the Companies Act, 2013, by way of filing necessary Application seeking the calling of a meeting to consider the scheme of arrangement.

After hearing the parties for a considerable time, we are of the view that the said Scheme of Arrangement be put for voting before the stakeholders and the date, time and venue, mutually be agreed and accordingly meeting be called

out and the outcome of the meeting be placed on record, on the next date of hearing. List this matter on Board on 09.01.2023, for further consideration and hearing.

IA 2410/2020 IA 279/2021 IA 726/2021 IA 2990/2021

List these Applications on Board on 09.01.2023, for further consideration and hearing.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Vedant Kedare

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)

Sr.No	Creditor Name	Amount claimed as per Form B	Amount under review	Amount Admitted	Rejected Amount
1	AR Clothing CO	3,05,877		3,05,877	
2	Barmax Global Solutions Pvt Ltd.	2,92,883		2,92,883	
3	M/s. Prabhu Transport	3,37,791		3,37,791	
4	Paras Ram Textiles	1,64,29,768		1,26,79,521	37,50,247
5	R.S.Agencies	1,18,000		1,16,028	1,972
6	DJ Mediaprint & Logistics Ltd	3,24,980		2,34,514	90,466
7	Get I.T. Solutions	2,18,300		2,18,300	
8	Vardhman Filaments	19,34,043		19,34,043	
9	Trendz international	23,43,015		23,43,015	
10	Maruti Super Distributer	75,87,738		35,04,417	40,83,321
11	Unique Zip Fastners	7,80,789		7,80,789	
12	Bijay Marketing	18,77,260		18,77,260	
13	Aryan Advertising	1,70,71,050		1,70,71,050	
14	Knit Line Fab (India)	77,69,880		77,69,880	
15	Riddhi Fashions	4,84,656		4,84,656	
16	Lakshya Garments	15,18,521		13,18,521	2,00,000
17	M/s. Spectrum Prints	3,59,529		3,59,529	
18	M/s Suditi Industries Limited	9,59,484		9,55,945	3,539
19	M/s. B. Sorabji	31,54,773		26,44,887	5,09,886
20	DOLCE	22,17,638		22,17,638	
21	G6 Creation	76,22,352		76,22,352	
22	M/s MRP HUF	10,50,000		10,50,000	
23	Naresh Enterprises	7,94,736		7,94,736	
24	B K Knit Fab	5,54,849		5,54,849	
25	MD Enterprise	22,48,799		21,98,078	50,721
26	Y S Apparels	4,28,720		4,28,720	
27	AJ Trading	53,92,237		52,82,389	1,09,848
28	Tradex Hoisery	24,66,666		9,27,831	15,38,835
29	Dhaga Ghar Threads Pvt Ltd	1,47,300		1,47,300	
30	R P Hosiery	42,55,955		38,07,061	4,48,894
31	Kesavan Exports	11,87,173		11,87,173	
32	Krish Marketing	15,04,375		13,98,662	1,05,713
33	Creative Infonet	2,52,236		2,52,236	
34	Creative Plus Nettrade LLP	1,80,304		1,80,304	
35	Skyzz Apparels	11,95,249		11,95,249	
36	Shubhra Enterprises	1,94,413		1,94,413	
37	Greenchilli Advetising	1,88,800		1,88,800	
38	Sterling Enterprise	7,54,620		7,53,900	720
39	Express Rail Cargo Services	1,20,416		1,20,416	
40	NP Paper Products	4,87,890		4,87,890	

41	J.M.K Enterprises	2,95,175		2,95,175	
42	Jalaram Packaging	68,40,512		68,40,512	
43	Bajaj Tradinng	10,16,380		10,16,380	
44	Shri Sidhhivinayak Knitwear	3,30,913		3,30,913	
45	Tangent	16,63,270		16,63,270	
46	Global Enterprises	5,40,321		5,35,742	4,579
47	M/s. Geeta Textiles	5,09,544		5,09,544	
48	Ashirwad Creations	7,44,111		7,44,111	
49	Royal Fabrics	19,70,501		19,70,501	
50	Shree Samarth Krupa Contractor	1,24,910		1,24,910	
51	M/s Rajkamal Prints	8,20,443		8,20,443	
52	S H Enterprises	1,99,843		1,50,759	49,084
53	Sanjay Trading Company	50,72,380		50,72,380	
54	Steadifilms	1,13,138		1,13,138	
55	Ziya Packaging	8,16,847		5,64,181	2,52,666
56	Vardhman Impex	13,16,405		13,16,405	
57	Royal King Fashions Private Limited	1,79,03,888		91,01,294	88,02,594
58	H K Creation	16,66,896		16,66,896	
59	BEST Undertaking	27,270		27,270	
60	Uday Associates	74,94,315		74,94,315	
61	NRS Garments	40,80,006		40,80,006	
62	Torrent Power	3,21,691		3,21,691	
63	M/s Ankur	2,17,479		2,17,479	
64	FOTO Phactory	5,94,337		4,48,771	1,45,566
65	RV Studio	5,84,390		4,43,530	1,40,860
66	Lotus Knit Fab	26,67,488		26,67,488	
67	Mansi Textiles	53,34,330		53,34,330	
68	CV Enterprises	16,35,025		15,56,863	78,162
69	KV Cargo	1,22,800		1,22,800	
70	Siddhivinayak Fashions	21,92,212		21,92,212	
71	Nirvan Fabrics	26,13,127		26,13,127	
72	Aniruddha Agencies	2,65,933		2,65,933	
73	Nishant Enterprises	14,52,816		-	14,52,816
74	Aditya Agencies	85,600		-	85,600
75	BSE	53,18,260		-	53,18,260
76	Asst. Commissioner of State tax	2,44,54,516		-	2,44,54,516

TOTAL	19,85,20,136		14,68,41,271	5,16,78,865
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NOTICE OF UNSECURED CREDITORS

ASHAPURA INTIMATES FASHION LIMITED

Registered Office	:	Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai 400028, (MH).
Tel. no.	:	022-49669011
CIN	:	L17299MH2006PLC163133
E-mail	:	liquidation.ashapura@gmail.com

NOTICE OF TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS OF ASHAPURA INTIMATES FASHION LIMITED

(Convened pursuant to orders dated 15-11-2022 Passed by Hon'ble Bench of the National Company Law Tribunal, Court-I, Mumbai Bench)

MEETING

DAY	Saturday
DATE	04 th March, 2023
TIME	02.00 P.M. (Indian Standard Time)
VENUE	Meeting to be held through Video Conferencing ("VC") or Other Audio Visual Means ("OAVM")

REMOTE E-VOTING:

Commencing on 13 February, 2023 at 9:00 A.M. (Indian Standard Time) and ending on 28 February, 2023 at 5.00 P.M. (Indian Standard Time).

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza Plot No 507, TPS IV Off, B.S. Road,
Mahim Division, Dadar-W, Mumbai – 400028 (Maharashtra).

Tel. No.: 022-49669011 | **Email:** liquidation.ashapura@gmail.com

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**NOTICE OF THE NATIONAL COMPANY LAW TRIBUNAL CONVENED
MEETING OF THE UNSECURED CREDITORS OF THE COMPANY**

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1.	Notice convening the meeting of the Unsecured Creditors of Ashapura Intimates Fashion Limited, under the provisions of Sections 230 and other relevant provisions of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and any amendments thereto or re-enactments thereof.	4-10
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3.	Annexure 1: Scheme of Compromise under Sections 230 of the Companies Act, 2013 (“Scheme”).	22-82
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FORM NO. CAA. 2

[Pursuant to Section 230 (3) and rule 6 and 7]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

COURT-I, MUMBAI BENCH

**Company Petition No. IA 2410/2020 IA 279/2021 IA 726/2021 IA2990/2021 IA
765/2021 in C.P./(IB)/4488/MB/2018**

In the matter of:

The Companies Act 2013.

And

In the matter of:

An application under Sections 230 of the Companies Act 2013.

And

In the matter of:

The Companies (Compromises, Arrangements and Amalgamations) Rules 2016

In the matter of:

**The Insolvency and Bankruptcy Code, 2016 read with IBBI (Liquidation Process)
Regulations, 2016**

And

In the matter of:

**Ashapura Intimates Fashion Limited, a company incorporated under the provisions of the
Companies Act, 1956 and having its registered office Shop No 3-4 Ground Floor, Pacific
Plaza Plot No 507, TPS IV Off, B.S.Road, Mahim Division, Dadar-W Mumbai – 400028
(MH), and**

Their Respective Shareholders and Creditors

**NOTICE CONVENING THE MEETING OF UNSECURED CREDITORS OF
ASHAPURA INTIMATES FASHION LIMITED**

To,

All the Unsecured Creditors of ASHAPURA INTIMATES FASHION LIMITED.

NOTICE is hereby given that by an Order dated 15-11-2022 (“Order”), of the National Company Law Tribunal, Court-I, Mumbai Bench (“NCLT”) has directed a meeting of the stakeholders which shall include Unsecured Creditors of Ashapura Intimates Fashion Limited to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the compromise embodied in the Scheme of Compromise under section 230 of Companies Act, 2013 (“Scheme”). In pursuance of the Order and as directed therein further notice is hereby given that a meeting of the Unsecured Creditors of the Company will be held on Saturday 04th day of March, 2023 from 02:00 P.M. (“Meeting”) through video conferencing or other audio visual means (“VC/ OAVM”). At such day you are requested to attend the meeting.

Copy of the notice in relation to the Meeting, together with the documents accompanying the same, including the explanatory statement under Sections 230(3) and 102 of the Act read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Rules”) (“Explanatory Statement”) and the Scheme can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 during business hours.

The Tribunal has appointed Mr. Bhavesh Rathod (Liquidator) as the Chairperson of the Meeting, including for any adjournment(s) thereof. The Tribunal has also appointed Ms. Alka Hinge, Practicing Chartered Accountant, as the Scrutinizer for the Meeting, including for any adjournment(s) thereof. The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the Tribunal.

Take notice that at the meeting, following resolutions will be considered and if thought fit, be passed, with or without modification(s) with the requisite majority:

“RESOLVED THAT pursuant to the provisions of Sections 230 and other applicable provisions of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification or re-enactment thereof) as may be applicable and subject to the provisions of the Memorandum of Association and Articles of Association of the Company and subject to the approval of National Company Law Tribunal, Court-I, Mumbai Bench (NCLT), or its appellate authority(ies)/ Court(s) and subject to such other approval(s), permission(s) and sanction(s) of regulatory and other authorities, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by NCLT or by any regulatory or other authorities, the arrangement embodied in the Scheme of Compromise placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT Mr. Bhavesh Rathod (Liquidator) be and is hereby authorized to do all such acts, deeds, matters and things, as it may, in its absolute discretion deem requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the arrangement embodied in the Scheme and to accept such modifications, amendments, limitations and/or conditions, if any, which may be required and/or imposed by the NCLT while sanctioning the arrangement embodied in the Scheme or by any authorities under law, or as may be required for the purpose of resolving any questions or doubts or difficulties that may arise including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary in giving effect to the Scheme, as it may deem fit and proper.”

TAKE FURTHER NOTICE that persons entitled to attend and vote at the said meeting, may vote through e-voting or through postal ballot, provided that a postal ballot in the prescribed form is deposited at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013, not later than 48 (forty-eight) hours before the time fixed for the aforesaid meeting. The form of postal ballot can be obtained free of charge from the liquidator office of the Company.

Copies of the Scheme and of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, along with the enclosures as indicated in the Index, can be obtained free of charge at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013.

NCLT has appointed undersigned as Chairperson and Ms. Alka Hinge, Practicing Chartered Accountant has appointed as a scrutinizer of the said meeting of Unsecured Creditors of Company.

The Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of National Company Law Tribunal, Court-I, Mumbai Bench. A copy of the Explanatory Statement, under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, the Scheme and the other enclosures as indicated in the Index are enclosed.

Dated: 31-01-2023
Place: Mumbai



Bhavesh Rathod

Bhavesh Rathod
Chairman appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Notes:

1. The notice in relation to the tribunal convened meeting of the Unsecured creditors of Ashapura Intimates Fashion Limited together with the documents accompanying the same, including the explanatory statement and the scheme (collectively, the "notice") is being sent by e-mail and through post whose email address are not with us at the last known address to all the Unsecured creditors of the company whose names appear in list as on 27-01-2023 in case the e-mail/postal address of any Unsecured creditor is not updated with the company, then such Unsecured creditor is requested to contact the company for updation of the same by emailing at liquidation.ashapura@gmail.com or alternatively by letter at liquidator office of the company.
2. In terms of the orders dated 15-11-2022 of the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench ("Order"), the company is convening the ensuing meeting through Video Conferencing/ Other Audio Visual Means ("VC/ OAVM"), and there shall be no meeting requiring physical presence at a common venue. The proceedings of the meeting shall however be deemed to be conducted at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 which shall be the deemed venue of the meeting.
3. A person/ entity who is not an Unsecured creditor as on the date referred in note 1 above should treat this notice for information purposes only and will not be entitled to vote.
4. The Unsecured creditors of the Company are entitled to vote through e-voting facility made available during the meeting which will be held through VC/ OAVM, as described below. Further, since the meeting will be held through VC/ OAVM, physical attendance of unsecured creditors has been dispensed with.
5. The facility for voting unsecured creditors who has not already cast their vote by ballot form or remote e-voting shall be able to exercise their right of voting at the meeting. Unsecured creditors can opt for only one mode of voting, i.e., either by ballot form or remote e-voting/e-voting. In case unsecured creditors cast their votes through both the modes, voting done by e-voting shall prevail and votes cast through ballot form shall be treated as invalid.
6. A body corporate which is Unsecured creditor of the company is entitled to appoint an authorized representative for the purpose of participating and, or voting during the meeting held through VC/ OAVM. Further, such body corporates (i.e. other than Individuals, HUF, NRI, etc.) are required to send scanned certified copy (pdf file) of the relevant resolution/ authority letter together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/ authority letter/ specimen signature should be in the naming format 'corporate name event name'.
7. Authorized representative of the Unsecured creditors should additionally e-mail copy of their valid and legible identity proof (pdf file) issued by a statutory authority (i.e. pan card/ aadhaar card/ passport/ driving license/ voter id card) to the company at liquidation.ashapura@gmail.com from their registered email address not later than 48 hours before the scheduled time of the meeting. The file/ scanned image of the resolution/

authority letter/ specimen signature should be in the naming format 'corporate name event name.'

8. In terms of Sections 230 of the Act, the Scheme shall be considered approved by the Unsecured creditors of the Company if the resolution mentioned above in the Notice has been approved at the Meeting by a majority of Unsecured creditors with three fourth of the value in rupees. Voting through e-voting or by Postal ballot shall be counted to decide the majority and value.
9. In terms of the directions contained in the Order, the notice convening the meeting will be published by the Company through advertisement in the "Free Press Journal" (English edition) and "Nav Shakti" (Marathi edition) indicating the day, date, mode and time of the Meeting and stating that the copies of the Scheme and the Explanatory Statement and other relevant documents can be obtained free of charge on any day (except Saturday, Sunday and public holidays) from the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai - 400013 during business hours.
10. The Unsecured creditors desiring to exercise their vote by using e-voting facility made available during the Meeting, are requested to carefully follow the instructions set out in the notes below.
11. The voting rights of Unsecured creditors shall be in proportion to their total outstanding debts.
12. The scrutinizer will submit his/her report to the chairperson after completion of the scrutiny of the votes cast by the creditors through e-voting during the Meeting. The scrutinizer's decision on the validity of the votes shall be final. The result along with the report of the scrutinizer shall be communicated to the stock exchanges namely, the National Stock Exchange of India Limited and BSE Limited (collectively, the "Stock Exchanges") where the equity shares of the Company are listed.
13. Any person who is an Unsecured creditor as on the date, will be assigned a Unique ID number ("Unique ID/ User ID") and Password which will be communicated via e-mail along with this Notice at the last known address available with the Company.

The Unsecured creditor may additionally obtain the Password for participating and voting at the Meeting in the manner as mentioned below:

VOTING THROUGH E-VOTING FACILITY MADE AVAILABLE DURING THE MEETING

INSTRUCTIONS FOR E-VOTING:

- i. **START AND END TIME:** The voting period will begin on Monday, 13th of February, 2023 (9:00 AM IST) and ends on Tuesday, 28th of February, 2023 (9:00 AM IST). During this period, the Unsecured creditors are being provided the platform to cast their vote electronically. The e-voting module shall be disabled by Right2Vote for voting thereafter.
- ii. **WEBSITE LINK:** The participating members of the Committee of Creditors should log on to the e-voting website <https://right2vote.in/login/> during the voting period.
- iii. **USER ID:** Enter your Email ID. **Your Email ID is your user ID.** Kindly ensure you use the same Email ID as notified to the IRP for e-Voting. You will also receive an INVITE mail from Right2Vote on this email ID and the mail will have the link, user ID and other details mentioned. Do not try to log in with mobile number if you have received the invite on the email.
- iv. **PASSWORD:** Press GET OTP. OTP (One Time Password) would be **delivered on your Email.** The OTP is the password. Once you enter the OTP and press Sign In, you would be logged in.
- v. **VOTING PAGE:** Once logged in, you would be directed to VOTER page. Here you would see the poll from the Company/IRP listed. Click on the poll and you would be taken to voting page.
- vi. **OPTIONS:** On the voting page, you will see all the items to be voted upon. Against each item, following options would be available:
 - a. ACCEPT / APPROVE / YES
 - b. REJECT / NO
 - c. ABSTAIN

Select the option ACCEPT or REJECT, as desired. The option ACCEPT implies that you assent to the respective item and option REJECT implies that you dissent to the respective item. The participating member can also select ABSTAIN. In that case, participating member, shall be deemed to have abstained from voting for that respective

- item.
- vii. **CONFIRMATION:** After selecting the option, click on "DONE". You would receive a "THANK YOU" message on the screen. This is a confirmation that your vote has been recorded.
 - viii. **VOTE RECORD:** You can anytime check what you voted or how your vote has been recorded by clicking on MORE on VOTER page and selecting VOTE RECORD. You can also take a print out from here.
 - ix. **MOBILE APP:** Apart from the website, votes can also cast using Right2Vote's mobile app: 'Right2Vote', available for android and iOS based mobiles. (App link: <https://right2vote.in/getapp/>)
 - x. **CONTACT US:** In case you have any queries or issues regarding e-voting, write an email to contact@Right2vote.in.

VOTING THROUGH POSTAL BALLOT

23. The Unsecured creditors desiring to exercise their votes by postal ballot are requested to carefully read the instructions printed in the enclosed postal ballot form and in the notice of the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred below (as applicable) by e-mail to the company at liquidation.ashapura@gmail.com from their registered email address, no later than 5:00 p.m. on 28th February, 2023 the file/ scanned image should be in the naming format 'corporate name event name.' if any e-mail containing the postal ballot is received after 5:00 p.m. on 28th February, 2023, it will be considered that no reply from the Unsecured creditors has been received. Alternatively, the Unsecured creditors may send by registered post (if feasible), the duly completed postal ballot form, signed and authenticated by the person entitled to vote, alongwith the documents referred herein, in the sealed prepaid envelope to the company at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013. However, the company encourages creditors to send copy of the duly completed postal ballot form and other documents via e-mail or avail the e-voting facility made available prior to or at the meeting instead of sending physical copies under the present circumstances.

Incomplete, unsigned, improperly or incorrectly tick marked postal ballot forms will be rejected by the scrutinizer. There will be only one postal ballot form for every creditor. The vote on postal ballot cannot be exercised through proxy.

24. The resolutions shall be deemed to be passed at the liquidator office at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on the date of the Meeting, subject to receipt of the requisite number of votes in favour of the resolutions.

25. Submission of Questions/ queries prior to the Meeting:

Unsecured creditors of the Company desiring any additional information or having any question or query are requested to e-mail liquidation.ashapura@gmail.com, at least 7 days before the date of the Meeting so as to enable Company to keep the information ready. The window shall be activated during the e-voting period and shall be closed 48 hours before the time fixed for the Meeting.

26. Speaker Registration before the Meeting: In addition to the above, speaker registration may also be allowed during the period from 13th February, 2023 to 28th February, 2023.

Unsecured creditors who wish to register as speakers during such period are requested to email at liquidation.ashapura@gmail.com. The creditors are requested to wait for their turn to be called by the Chairperson of the Meeting during the Question & Answer Session. Due to inherent limitation of transmission and coordination during the Meeting, the Company may have to dispense with or curtail the Question & Answer Session. Hence, shareholders are encouraged to send their questions/queries etc., in advance as provided above.

28. All documents referred to in the Notice and the accompanying Explanatory Statement will be available for inspection by the creditors at the liquidator office of the Company at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 on all days, except Saturday, Sunday and public holidays, between 11:00 A.M. and 1:00 P.M. upto the date of the Meeting.

29. Any queries/ grievances in relation to the Notice may be addressed to the Company through e-mail at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013.

Enclosures: As above



[Signature]

Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 31-01-2023
Place: Mumbai

EXPLANATORY STATEMENT UNDER SECTION 102 READ WITH SECTIONS 230(3), 231(1) AND (2) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the Order passed by the Hon'ble National Company Law Tribunal, Court-I, Mumbai Bench, (the "NCLT") dated 15/11/2022 ("Order") a meeting of the Unsecured Creditors of Ashapura Intimates Fashion Limited (hereinafter referred to as the "Company"), is being convened and held on Saturday on 04th March, 2023 at 02:00 PM through video conferencing or other audio visual means (VC/OAVM) for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise among the Company with their respective shareholders and creditors and other stakeholders, under Sections 230 of the Companies Act, 2013 (the "Act") (including any statutory modification or re-enactment or amendment thereof) read with the rules issued there under.
2. In terms of the said Order, NCLT has appointed undersigned as the Chairman and Ms. Alka Hinge as a scrutinizer of the said meeting of Unsecured Creditors of Company.
3. This statement is being furnished as required under Sections 230(3) and 102 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (the "Rules").
4. As stated earlier NCLT by its said Order has, inter alia, a meeting of the Unsecured Creditors of the Company shall be convened and held on Saturday on 04th March, 2023 through video conferencing or other audio visual means (VC/OAVM) at 02:00 PM for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Compromise between Company and their respective shareholders and Creditors and other stakeholders under Sections 230 of the Companies Act, 2013 (the "Act"). Unsecured Creditors would be entitled to vote in the said meeting either via e-voting facility or through postal ballot.
5. A copy of the Scheme setting out in detail the terms and conditions of the arrangement, inter alia, providing for the proposed Scheme of Compromise between the Company and their respective shareholders, creditors and other stakeholders.

6. OVERVIEW

5.1 ASHAPURA INTIMATES FASHION LIMITED

- 5.1.1 Ashapura Intimates Fashion Limited (CIN: L17299MH2006PLC163133) (the Company or the Corporate Debtor) was originally incorporated under the name of Ashapura Appearls Private Limited under the provisions of the Companies Act, 1956, vide Certificate of Incorporation dated July 17, 2006 issued by Registrar of Companies, Mumbai.
- 5.1.2 The name of the Company was changed from "Ashapura Appearls Private Limited" to its current name i.e. "Ashapura Intimates Fashion Limited".
- 5.1.3 The Company is inter-alia engaged in the business of in the division of manufacture of various kinds of textile products, including wearing apparels. The Company operates through the lounge wear segment, both in domestic and global market. It offers a range of collection of lounge wear for men's, women's, kid's and toddler under the Valentine Lougewear brand. Its products include Bermudas, capris, pyjamas, bridal sets in power net, chiffon, satin and other silky fabrics, individual sets and couple sets in terry fabric. Its Valentine Sports brand consists of products, such as gym wear, yoga wear, jogging wear, for men and women. It offers its products for women under the brand name; Valentine, N-Line, Night & Day, Valentine Sportswear, Valentine Secret Skin, and Valentine Pink brand names; and for men under the brand name TRICCI. The Company's manufacturing facility was located at Vapi, Gujrat. The products offered by the Company were manufactured using the machines of reputed brands like Juki, Yamato, Pegasus, Siruba and Brother.
- 5.1.4 The shares of the Company are listed on BSE and NSE.
- 5.1.5 A petition bearing no CP 4488/2018 was filed by IDFC First Bank Limited, Financial Creditor of the Company, under section 7 of Insolvency & Bankruptcy Code, 2016 ("the Code") against the Company, for initiating Corporate Insolvency resolution Process ("CIRP") on November 29, 2018.
- 5.1.6 The National Company Law Tribunal, Mumbai Bench by its order dated June 28, 2019, admitted the CIRP application filed against the Company and appointed Mr. Kashyap Vaidya as the Interim Resolution Professional of the Company. The appointment of Mr. Kashyap Vaidya as the resolution Professional of the Company was approved by the Committee of Creditors in the 2nd COC meeting. No Resolution Plans were received during CIRP. The Adjudicating Authority ordered the Liquidation of the Corporate Person vide its order dated October 05, 2020 and appointed Mr. Bhavesh Rathod as the Liquidator having Registration No. IBBI/IPA-001/IP-P01200/2018-19/11910. Thus, the Liquidation Process has commenced w.e.f. October 05, 2020 as per the provisions of the Code and Liquidation Regulations. The Liquidator released a public announcement on October 13, 2020 inviting EOI for submission of a Scheme of Compromise or Arrangement by (i) Member(s) of the Company, (ii) Secured Creditors of the Company, and (iii) Unsecured Creditors of the Company, (iv) Any other creditor as per the provisions of regulations 32(e) and

32A(1) and as per the provisions of Section 230 of the Companies Act, 2013 in Business Standard (All India edition) and Navshakti (Maharashtra edition).

5.2 DIVEE CREATION

- 5.2.1 Divee Creation is a proprietorship concern managed and run by Mr. Chetan Pravin Jain and the principal place of business is situated at Gala No. 3, Pearl Glass Compound, I B Patel Road, Goregaon (East), Mumbai Suburban, Maharashtra, 400063. Divee Creation is engaged in the business of Denim manufacturing and trading since 2018.
- 5.2.2 Divee Creation is in fashion sector since 8 years. It has tie up with many wholesale stores in southern as well as western region of India. It has recently launched a brand-new label "Valkers" for men's clothing. As a part of a consortium of Nandivardhan group they also have good experienced and exposure to real estate industry.

5.3 NANDIVARDHAN INFRASTRUCTURE LIMITED

- 5.3.1 One of the most well-renowned real estate firms in Thane & Mumbai, the Nandivardhan Group is the quintessence of luxury living. Since its inception, building; construction has been the group's core business. The Nandivardhan Group has been the architect of numerous luxury projects in Mumbai and has made a name to itself by always standing firm to its commitment of delivering nothing but the best. The Nandivardhan Group has more than 40 staff on its payroll. The team includes in house architects, engineers, legal and advisors etc. This helps it in substantially reducing the incremental overhead costs of projects. Recently the Nandivardhan Group shifted its registered office from Thane to Mumbai and its present registered address is 2403, A-Wing, Marathon Futurex, Mafatlal Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai – 400013 (MH.).

7. RATIONALE AND BENEFITS OF THE SCHEME

- 7.1 The rationale for the scheme is out as below:
- 7.1.1 A consortium of both Divee Creation and Nandivardhan Infrastructure Limited ("Consortium") through this scheme submit their proposal to revive the business and maximize the value of the assets of the Company, keep it running as a going concern and save the Company from going into liquidation.
- 7.1.2 Upon the scheme coming effect, the entire management of the Company will vest in the consortium, which will enable the Consortium to revise the Company. The experience of the Consortium shall be helpful in setting up the business operations and revitalizing the Company.
- 7.1.3 Vis-a vis Employee: They will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights. The Liquidation Value of the Company has not been provided. However, based on that experience and analysis of the Information Memorandum and the process documents and on a reasonable belief, the restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.
- 7.1.4 Vis-à-vis Government dues: The Liquidation Value of the Company has not been

provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan Proposed by the Consortium will ideally be more than the Liquidation Value.

7.1.5 Vis-à-vis Financial Creditors and Operational Creditors: The scheme proposes to repay the Financial Creditors i.e. (i) Secured Creditors who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 & (ii) Unsecured Creditors on another hand. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

7.1.6 The Scheme will be in the best interest of shareholders, creditors, employees and other stakeholders of the Company.

7.1.7 The Business of the Company has potential for sustainable and profitable growth and is capable of attracting investors, strategic partners and since the Consortium has an experience and understanding of the functioning of the fabric industry, the Consortium has an upper hand in reviving the business of the Company.

7.1.8 In the view of above, the Consortium has devised a restructuring and reorganization scheme – (i) corporate restructuring and reorganization of the Company; and (ii) restructuring scheme whereby the debt obligations owed by the Company to its creditors are proposed to be restructured/refinanced and the defaults on the part of the Company are proposed to be regularized.

7.1.9 Upon the scheme coming into effect, the scheme shall be binding on the Company and its employees, members, Creditors including those who have relinquished their security interest as per Section 52 of the Insolvency Bankruptcy Code, 2016, Secured Creditors, Guarantors, suppliers Government Authorities, (including Income Tax Department, Sales, tax Department, BMC, NSE and BSE, other statutory bodies, etc.), Resolution Professional, the Liquidator and other stake holders involved in this Scheme and/or otherwise concerned or connected with the Company and/or any of its Asset and Business, properties, Galas/Godowns, liabilities, obligations, etc.

8. REORGANIZATION/RESTRUCTURING OF SHARE CAPITAL

8.1 ISSUE OF NEW SHARES

8.1.1 Upon the Scheme coming into effect, in consideration of the Consortium infusing funds of an amount of Rs. 16,09,89,015/- and attempting to revive the Company pursuant to provisions of this Scheme, and without any further application, act, deed payment, consent, acts, instrument or deed, the Company will issue and allot 16098902 fully paid-up equity shares of Rs. 10 each (the "New Shares"), at par, to the Consortium and/or its associates within 90 days from the Effective Date in accordance with the terms of the Scheme. Any additional amount infused by the Consortium shall be in form of loan or any other mode as may be desired by the Consortium.

8.1.2 The Board of Directors of the Company shall consolidate all fractional entitlements, if any, arising due to the fresh issue of shares and allot the New Shares after

rounding them off to the nearest integer to the respective shareholders.

8.1.3 The New Shares, to be issued and allotment by the Company, in terms of this Scheme, shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company. The New Shares, to be issued and allotted, shall rank pari-passu in all respects with the existing shares of the Company, including in respect of dividends, if any, that may be declared by the Company, on or after the Effective Date.

8.1.4 The issue and allotment of the New Shares in the Company to the Consortium as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Section 42 and 62 of the Act and any other applicable provisions of the Act.

8.1.5 The Board of the Company shall take requisite steps to increase its Authorized Share Capital, if required, for allotment of shares to the Consortium.

8.1.6 Upon the Effective Date, the rights and obligations of the Liquidator shall cease to exist and Consortium will appoint 4 (Four) Directors or such number of Directors as the Consortium may deem fit on the Board of the Company. The Secured Creditors can, if they desire, collectively appoint a Monitoring Committee till the payment of plan as per this Scheme is made to the Secured Creditors.

8.2 CANCELLATION/REDUCTION OF SHARE CAPITAL OF THE COMPANY

8.2.1 Immediately upon the issuance and allotment of New Shares to the Consortium as stated hereinabove, as part of the Scheme, the (a) entire shareholding of promoter and promoter group and (b) certain pre-existing equity shares of total public shareholders of the Company prior to the Effective Date, shall stand cancelled and extinguished on and from the Effective Date (in such a manner or to such an external that post the issue of New Shares, the new management will hold 95% of the issued, subscribed and paid-up equity share capital of the Company and the public shareholders will hold 5% of the issued, subscribed and paid-up equity share capital of the Company i.e. the public shareholders, in aggregate, will hold 12,55,000 fully paid-up equity shares of Rs. 10 each in aggregate and as an integral part of the scheme and accordingly, the Share Certificates in respect of the aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.

8.2.2 Accordingly, upon the scheme coming into effect and after taking into effect issue and allotment of the New Shares and after the aforesaid reduction of share capital, the issued, subscribed and paid-up equity shares capital of the Company shall stand revised to Rs. 17,35,39,020/- divided into 17353902 equity shares of the face value of Rs. 10 each fully paid to give effect to cancellation of equity shares held by such shareholders in the Company.

8.2.3 The cancellation, which amounts to reduction of share capital of the Company, shall be affected as an integral part of the Scheme itself and shall be deemed to be in accordance with the provisions of Section 230 of the Companies Act, 2013 and other

applicable provisions of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital. The order of the Adjudicating Bodies sanctioning the Scheme shall be deemed to be an order under Section 230 of the Companies Act, 2013 and other applicable provisions of the Act confirming the reduction without imposing a condition on the Company to add its name "and reduced".

9. The list of Unsecured Creditors of the Company is annexed hereto and marked as **Annexure 3**.

10. Disclosure about the effect of the Scheme on various parties is given below:

	Persons	Effect of the Scheme
	Key Managerial Personnel	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. Subsequently, with effect from the effective date, the Company shall be managed by a reconstituted management/board of directors so appointed by the Consortium as defined in Scheme. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company. Appointment of Key Managerial Personnel and Company Secretary will be done by the Consortium as per applicable law.
	Employees	Employees will have benefits of continuing employment in the Company under a new effective management and will be able to see the Company reach new heights.
	Directors	Pursuant to the approval of scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on effective date. The Directors on the reconstituted board shall be appointed on the effective date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company.
	Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total

		public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed. The Consortium shall hold 95 % shareholding in the restructured share capital of the Company. Since Divee Creation through its proprietor has experience in garment industry, the representatives of Divee Creation shall be in control and management of affairs of the Company and the business of Company shall be carried on by the new management as appointed by Consortium Nandhivarshan Infrastructure Limited, being more of a financial partner, will although not be involved in day to day affairs of the Company but shall be part of the Consortium and guide its Consortium partner - Divee Creation.
	Non-Promoter Shareholders	Immediately upon the issuance and allotment of the New Shares to the Consortium the entire shareholding of promoter and promoter group and certain pre-existing equity shares of total public shareholders of the Company prior to the effective date, shall stand cancelled and extinguished on and from the effective date of scheme and as an integral part of the Scheme and accordingly, the share certificates in respect of aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.
	Depositors	NA
	Creditors	As on the cut off date, the Company owes a total admitted amount of Rs. 255.61 Crores to its Creditors. This Scheme provides for arrangement or compromise with Creditors, without any further act, applications or deed in full and final settlement of dues including interest within 30 (thirty) days from the effective date.

11. Disclosure about effect of compromise or arrangement on material interests of Director, Key Managerial Personnel (KMP) and Debenture Trustee: NA

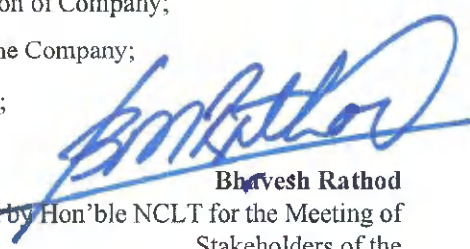
12. Details of investigation or proceedings, if any, pending against the company under the Act: **None**

13. **Inspection Documents**

Inspection of the following documents may be had at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) on all working days between 11.00 A.M. and 5.00 P.M.:

- a. Copy of the order dated 15th November, 2022 passed by the National Company Law Tribunal Court-I, Mumbai Bench directing, *inter alia*, convening the meeting of the stakeholders of Ashapura Intimates Fashion Limited.
- b. Copy of Memorandum and Articles of Association of Company;
- c. Copy of latest audited Financial Statements of the Company;
- d. Copy of scheme of compromise or arrangement;




Bhavesh Rathod
Chairperson appointed by Hon'ble NCLT for the Meeting of
Stakeholders of the
Ashapura Intimates Fashion Limited

Date: 31-01-2023
Place: Mumbai

ASHAPURA INTIMATES FASHION LIMITED

CIN: L17299MH2006PLC163133

Regd. Office: Shop No 3-4 Ground Floor, Pacific Plaza, Plot No 507, TPS

IV Off, B.S. Road, Mahim Division, Dadar-W, Mumbai – 400028 (Mh.)

Tel. No.: 022-49669011 | Email: liquidation.ashapura@gmail.com

SERIAL NO.

POSTAL BALLOT FORM

1. Name(s) of the Creditor
2. Registered Address :
3. Registered Folio No./Client ID No. :
4. Amount due :
5. I/We hereby exercise my / our vote in respect of the Resolutions to be passed through Postal Ballot for the business stated in the notice of the Company by sending my/our assent/ dissent to the said Resolution by placing (Tick) mark at the appropriate box below:

Sl. No.	Ordinary Resolution	I/We assent to the Resolution	I/We dissent to the Resolution
1.	Resolution for approval of the Scheme of Compromise or Arrangement for Ashapura Intimates Fashion Limited pursuant to the provisions of Section 230 and other provisions of the Companies Act, 2013 read with Rule 3 of the Companies (Compromise, Arrangements and Amalgamations) Rules, 2016.		

Place:

Date:

Signature of the creditor

Please read the instructions carefully

NOTES AND INSTRUCTIONS:

1. GENERAL INFORMATION

Pursuant to the Orders dated 15-11-2022 (“Order”), of the National Company Law Tribunal, Court-1, Mumbai Bench (“NCLT”) has directed a meeting of the Stakeholders which shall include Unsecured Creditors of Ashapura Intimates Fashion Limited (**Corporate Debtor**) to be held for the purpose of considering, and if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Compromise or Arrangement with their respective shareholders and creditors under sections 230 of Companies Act, 2013 (“Scheme”).

Pursuant to Sections 230 read with Sections 108 and 110 of the Companies Act, 2013 and (b) Rule 6 (3)(xi) of the Rules; (c) Rules 20 and 22 of the with Companies (Management & Administration) Rules, 2014, (including any statutory modification or re-enactment thereof); assent or dissent of the creditor in respect of the resolution detailed in the Notice dated 31st January, 2023 is being additionally sought through Postal Ballot process/remote e-voting as per the directions of NCLT.

Voting right shall be reckoned on the amount due in the name of the creditor as at the close of business on 30th January, 2023 (“Cut-off date”)

The proposed Scheme, if assented to by majority of creditors representing three-fourth of the value, by way of Postal Ballot or e-voting shall be considered as passed on the date of the Meeting.

PROCESS FOR CREDITORS OPTING FOR VOTING BY BALLOT

Creditors desiring to cast their vote by Postal Ballot should complete and sign this Ballot Form and send it at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) in the enclosed postage prepaid self-addressed envelope. Ballot Forms deposited in person or sent by post or courier at the expense of the Member will also be accepted.

Creditors may sign the Postal Ballot Form through an attorney; in which case a certified true copy of the Power of Attorney should be attached to the Postal Ballot Form.

There will be one Ballot Form for every creditor.

In respect of shares held by corporate and institutional shareholders (companies, trusts, societies, etc.), a duly completed Postal Ballot Form should be signed by its authorized signatories. In such cases, the duly completed Ballot Form should also be accompanied by a certified copy of the relevant board resolution/appropriate authorization, with the specimen signature(s) of the authorised signatory(ies) duly attested.

Voting rights in the Ballot cannot be exercised by a proxy.

Completed Ballot Forms should reach at the Liquidator Office of Ashapura Intimates Fashion Limited at 502, Marathon Icon, Off Ganpatrao Kadam Marg, Opp. Peninsula Corporate Park, Lower Parel, Mumbai – 400013 (Mh.) not later than the close of working hours i.e. at 5:00 p.m. (IST) on 28th February, 2023. Incomplete Ballot Forms or Ballot

Forms received after this date will be considered invalid.

An incomplete, unsigned, incorrectly completed, incorrectly ticked, defaced, torn, mutilated, overwritten, wrongly signed Postal Ballot Form will be rejected. The Scrutinizer's decision in this regard shall be final and binding.

A Member seeking duplicate Ballot Form or having any grievance pertaining to the Ballot process, can write to the Company Directly.

Members are requested not to send any paper (other than the resolution/authority as mentioned under "Process for Members opting for voting by Ballot") along with the Ballot Form in the enclosed self-addressed postage pre- paid envelope as all such envelopes will be sent to the Scrutinizer and if any extraneous paper is found in such envelope, the same would not be considered and would be destroyed by the Scrutinizer.

- j. The Scrutinizer's decision on the validity of the Postal Ballot Form shall be final.

2. E-VOTING

The Company is also providing e-voting facility to enable them to cast their votes electronically instead of through physical Postal Ballot Form. In case a Creditors votes through e- voting facility as well as sends his/her vote through physical vote, votes cast through e-voting shall prevail and the votes cast through ballot form shall be considered invalid by the Scrutinizer. Creditors are requested to refer to the Notice and notes thereto, for detailed instructions with respect to e-voting.

SCHEME OF COMPROMISE OR ARRANGEMENT

BETWEEN

ASHAPURA INTIMTAE FASHION LIMITED

AND

ITS SHAREHOLDERS AND CREDITORS

(Under Section 230 of the Companies Act, 2013)

The Scheme is divided into the following parts:

- A. **Part I** deals with Introduction and Rationale;
- B. **Part II** deals with the Definitions, Interpretations and Share Capital;
- C. **Part III** deals with Scheme of Compromise and Arrangement;
- D. **Part IV** deals with Reorganisation of Share Capital of the Company; and
- E. **Part V** deals with the General Terms and Conditions.

This Scheme of Compromise or Arrangement hereinafter referred to as "**Scheme**" or "**the Scheme**" or "**this Scheme**" is presented under provisions of Section 230 of the Companies Act, 2013 and other relevant provisions of the Companies Act, 2013 (the "**Act**"), if any, read with Regulation 2(b) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("**Liquidation Regulations**") as may be



applicable, for compromise by the Shareholders and Creditors (*as defined hereinafter*) in the manner provided for herein and as envisaged in this Scheme.

In addition, this Composite Scheme of Arrangement or Compromise also provides for various other matters consequential or otherwise integrally connected herewith.

PART I INTRODUCTION AND RATIONALE

I. INTRODUCTION

1.1. ASHAPURA INTIMATES FASHION LIMITED:

1.1.1. Ashapura Intimates Fashion Limited (CIN: L17299MH2006PLC163133) (the "*Company*" or the "*Corporate Debtor*") was originally incorporated under the name of Ashapura Apparels Private Limited under the provisions of the Companies Act, 1956, *vide* Certificate of Incorporation dated July 17, 2006 issued by Registrar of Companies, Mumbai.

1.1.2. The name of the Company was changed from "*Ashapura Apparels Private Limited*" to its current name i.e. "*Ashapura Intimates Fashion Limited*".



1.1.3. The Company is *inter-alia* engaged in the business of in the division of manufacture of various kinds of textile products, including wearing apparels. The Company operates through the lounge wear segment, both in domestic and global market. It offers a range of collection of lounge wear for men's, women's, kid's and toddler under the Valentine Loungewear brand. Its products include Bermudas, capris, pyjamas, bridal sets in power net, chiffon, satin and other silky fabrics, individual sets and couple sets in terry fabric. Its Valentine Sports brand consists of products, such as gym wear, yoga wear, jogging wear, for men and women. It offers a range of satin nighty's collection and bathrobes for both men and women. It offers its products for women under the brand name; Valentine, N-Line, Night & Day, Valentine Sportswear, Valentine Secret Skin, and Valentine Pink brand names; and for men under the brand name TRICCI. The Company's manufacturing facility was located at Vapi, Gujarat. The products offered by the Company were manufactured using the machines of reputed brands like Juki, Yamato, Pegasus, Siruba and Brother.

1.1.4. The shares of the Company are listed on BSE and NSE.

1.1.5. The Founder and Managing Director of the Company, Mr. Harshad Thakkar has been missing from October 2, 2018 and a police complaint for the same has been lodged with Mumbai Police. His unexpected exit setback to the Company's smooth operations. Eventually all directors of the Company started



resigning leading to collapse of business operations of the Company and was eventually closed by March 2019.

- 1.1.6. A petition bearing no CP 4488/2018 was filed by IDFC First Bank Limited, Financial Creditor of the Company, under section 7 of Insolvency & Bankruptcy Code, 2016 (the "**Code**") against the Company, for initiating Corporate Insolvency Resolution Process ("**CIRP**") on November 29, 2018.
- 1.1.7. The National Company Law Tribunal, Mumbai Bench by its order dated June 28, 2019, admitted the CIRP application filed against the Company and appointed Mr. Kashyap Vaidya as the Interim resolution professional of the Company. The appointment of Mr. Kashyap Vaidya as the Resolution Professional of the Company was approved by the Committee of Creditors in the 2nd CoC meeting. No Resolution Plans were received during CIRP. The Adjudicating Authority ordered the Liquidation of the Corporate Person *vide* its order dated October 05, 2020 and appointed Mr. Bhavesh Rathod as the Liquidator having Registration no.
- 1.1.8. : IBBI/PA-001/IP-P01200/2018-19/11910. Thus, The Liquidation Process has commenced w.e.f. October 05, 2020 as per provisions of the Code and Liquidation Regulations. The Liquidator released a public announcement on October 13, 2020 inviting EOI for submission of a Scheme of Compromise or Arrangement by (i) Member(s) of the Company, (ii) Financial Creditors of the Company, and (iii) Operational Creditors of the Company, (iv) Any other



Creditor as per provisions of Regulations 32(e) and 32A(1) and as per provisions of Section 230 of the Companies Act, 2013 in Business Standard (All India edition) and Navshakti (Maharashtra edition).

1.2. DIVEE CREATION

1.2.1. Divee Creation is a proprietorship concern managed and run by Mr. Chetan Pravin Jain and the principal place of business is situated at gala no.3, Pearl Glass Compound, I B Patel Road, Goregaon (East), Mumbai Suburban, Maharashtra, 400063. Divee Creation is engaged in the business of Denim manufacturing and trading since 2018.

1.2.2. Divee Creation is in fashion sector since 8 years. It has tie up with many wholesale stores in southern as well as western region of India. It has recently launched a brand-new label "Valkers" for men's clothing. As a part of a consortium of Nandivardhan Group they also have good experienced and exposure to real estate industry.

1.3. Nandhivardhan Infrastructure Limited

1.3.1. One of the most well-renowned real estate firms in Thane & Mumbai, the Nandivardhan Group is the quintessence of luxury living. Since its inception, building; construction has been the group's core business. The Nandivardhan Group has been the architect of numerous luxury projects in Mumbai and has made a name of itself by always standing firm to its commitment of delivering



nothing but the best. The Nandivardhan Group has more than 40 staff on its payroll. The team includes in house architects, engineers, legal and financial advisors etc. This helps it in substantially reducing the incremental overhead costs of projects. Recently the Nandivardhan Group has shifted its registered office from Thane to Mumbai and its present registered address is 2403, A-Wing, Marathon Futurex, Mafatlal Mills Compound, N.M Joshi Marg, Lower Parel, Mumbai-400013.

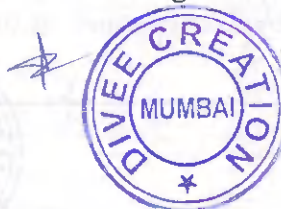
2. RATIONALE FOR THE SCHEME:

2.1. The rationale for the Scheme is set out as below:

2.1.1. A consortium of both Divee Creation and Nandhivardhan Infrastructure Limited ("**Consortium**") through this Scheme submit their proposal to revive the business and maximise the value of the assets of the Company, keep it running as a going concern and save the Company from going into liquidation.

2.1.2. Upon the Scheme coming into effect, the entire management of the Company will vest in the Consortium, which will enable the Consortium to revive the Company. The experience of the Consortium shall be helpful in setting up the business operations and revitalizing the Company.

2.1.3. Vis-a vis Employees: They will have benefits of continuing employment in the Company under a new effective management and will be able to see the



Company reach new heights. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document and on a reasonable belief, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.4. Vis-a vis all government dues: The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.5. Vis-à-vis Financial Creditors and Operational Creditors: The Scheme proposes to repay the Financial Creditors i.e. (i) Secured Financial Creditors who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 & (ii) Unsecured Financial Creditors on one hand and the Operational Creditors on another hand. The Liquidation Value of the Company has not been provided. However, based on the experience and analysis of the Information Memorandum and the process document, the Restructuring Plan proposed by the Consortium will ideally be more than the Liquidation Value.

2.1.6. The Scheme will be in the best interest of shareholders, creditors, employees and other stakeholders of the Company.



2.1.7. The Business of the Company has potential for sustainable and profitable growth and is capable of attracting investors, strategic partners and since the Consortium has an experience and understanding of the functioning of the fabric industry, the Consortium has an upper hand in reviving the business of the Company.

2.1.8. In view of the above, the Consortium has devised a restructuring and reorganisation scheme – (i) corporate restructuring and reorganisation of the Company; and (ii) restructuring scheme whereby the debt obligations owed by the Company to its creditors are proposed to be restructured/refinanced and the defaults on the part of the Company are proposed to be regularised.

2.2. Upon the Scheme coming into effect, the Scheme shall be binding on the Company and its employees, members, Financial Creditors including those who have relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016, Operational Creditors, guarantors, suppliers Governmental Authorities, (including Income Tax Department, Sales Tax Department, BMC, NSE and BSE, other statutory bodies, etc.), Resolution Professional, the Liquidator and other stake holders involved in this Scheme and / or otherwise concerned or connected with the Company and/or any of its Asset and Business, properties, Galas/Godowns, liabilities, obligations, etc.



PART II

DEFINITIONS AND SHARE CAPITAL

3. DEFINITIONS

3.I. In this Scheme unless the context otherwise requires, and unless defined above, the following expressions shall have the following meaning:

3.1.1. "**Act**" means the Companies Act, 2013, or any statutory modification or re-enactment thereof for the time being in force, rules, regulations, orders, or a statutory modification or re-enactment or amendments thereof;

3.1.2. "**Asset and Business**" shall include the following:

3.1.2.1. All properties owned or occupied by the Company;

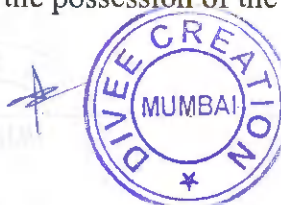
3.1.2.2. all inventories wherever located, including all semi-finished and finished goods, work in process, raw materials, samples, packaging materials and all other materials and supplies to be used in the production of finished goods owned or occupied by the Company;

3.1.2.3. all third party accounts receivable as set out in the financial statements of the Company or otherwise;

3.1.2.4. all rights in and to products under development as part of, or contemplated to be a part of the Company;



- 3.1.2.5. all furniture, fixtures, office equipment, laboratory equipment, all other moveable assets, properties, resources, facilities, utilities and services, including machinery, equipment, systems, implements, apparatus, instruments, mechanical and spare parts, tools, tooling, dyes, production supplies, storage tanks, pipes and fittings, utilities, vehicles, utensils, communication facilities and capital work-in-progress, training materials and equipment, supplies, owned and leased motor vehicles, mobile phones and personal digital assistants used by the Company, and other tangible property of any kind located at the properties of the Company;
- 3.1.2.6. all Governmental Authority to the extent used in, or related to, the Company supported by and which are permitted to be transferred in accordance with applicable Law and including: (a) the original documents and all related data, records, and correspondence under the possession of the Company evidencing the Governmental Authority issued to the Company by a Governmental Authority in any country of the world, in each case to the extent assignable with or without the consent of the issuing Governmental Authority; and (b) all related applications, design history files, technical files, drawings, manufacturing, packaging and labeling specifications, validation documentation, packaging specifications, quality control standards and other documentation, research tools, laboratory notebooks, files and correspondence with regulatory agencies and quality reports, and all relevant pricing information and correspondence with Governmental Authority with respect to such pricing matters under the possession of the Company; all product labeling,



- advertising, marketing and promotional materials and all other printed or written materials used primarily in connection with, or related primarily to, the Company;
- 3.1.2.7. all trademarks, right to use licensed trademark and all other intangible rights in the Company or used by the Company;
- 3.1.2.8. all software owned, created, acquired, licensed to or used primarily in the Company at any time prior to the Cut Off Date;
- 3.1.2.9. all books, records, files, studies, manuals, reports and other materials (*in any form or medium*) used in or related to the Company, including all catalogues, price lists, mailing lists, distribution lists, client and customer lists, referral sources, supplier and vendor lists, purchase orders, sales and purchase invoices, correspondence, production data, purchasing materials and records, research and development files, records, data books, intellectual property disclosures and records, manufacturing and quality control records and procedures, product shipping or storing requirements, service and warranty records, equipment logs, operating guides and manuals, product specifications, product processes, engineering specifications, financial and accounting records, litigation files, personnel and employee benefits records to the extent transferable under applicable Law, and copies of all other personnel records of the Employees to the extent the Company is legally permitted to provide copies of such records to the Consortium;
- 3.1.2.10. all claims, rights, credits, causes of actions, defenses and rights of set-off of any kind (including the right to sue for past, present or future infringement,



misappropriation or dilution of any intellectual property or, to the extent related to the Company), in each case to the extent arising from, or related to, the Company, after the Cut Off Date;

3.1.2.11.all direct and indirect Tax related benefits available with the Company subject to applicable Law;

3.1.2.12.all claims or benefits in, to or under any express or implied warranties from suppliers of goods or services relating to inventory;

3.1.2.13.copies of Tax Returns;

3.1.2.14.all rights relating to deposits and prepaid expenses of the Company, claims for refunds and rights of offset of the Company;

3.1.2.15.the goodwill of the Company;

3.1.2.16.the profits and losses relating to the Company on and after the Cut off Date;

3.1.2.17.all trade accounts payable to third party creditors of the Company whether or not as set out in the financial statements of the Company;

3.1.2.18.all investments of the Company including the investments made by the Company in AIFL Vastram Private Limited, AIFL Ecommerce Private Limited and AIFL Retails Private Limited;

3.1.3. "**Appointed Date**" shall mean 05.10.2020, and is the date with effect from which the Scheme shall take effect;

3.1.4. "**Board**" in relation to the Company shall mean the Board of Directors of the Company;

3.1.5. "**Claim(s)**" means a right to payment (either in form of debt given to the Company, goods/services provided to the Company or due to any other



reason), right to remedy/damages arising pursuant to a 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, execution, fixed, verified or unverified, claim made or not by the Creditors whether disputed, undisputed, legal, equitable, matured, unmatured, contingent crystallised or fructified, of any nature whatsoever including any accrued interest, surcharge, damages, penalties, losses, sanctions, costs, expenses and fines to be received from the Company and such claims have been filed or not filed with the Liquidator as per the Liquidation Regulations;

3.1.6. "**Creditors**" collectively means the Financial Creditors, Operational Creditors, employees and other creditors as reflecting in the Information Memorandum of the Company or otherwise;

3.1.7. "**Cut-off date**" means 05.10.2020;

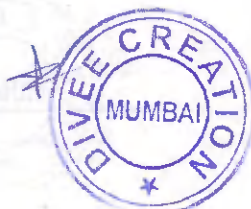
3.1.8. "**Effective Date**" means the last of the dates on which the certified copy of the order of the National Company Law Tribunal, is issued and filed with the relevant Registrar of Companies;

3.1.9. "**Financial Creditors**" means the creditors that have extended financial debt in the nature of fund base and non-fund based limits to the Company and who have not relinquished their security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016, the details and proportion of those who have not relinquished security interest as reflected in the Information Memorandum of the Company which is more particularly laid down in **Schedule A** hereto;



- 3.1.10. "**Financial Creditors Facilities**" means the facilities extended by the Financial Creditors, the details and proportion of which are reflecting in the Information Memorandum of the Company which is laid down in **Schedule A** hereto;
- 3.1.11. "**Galas/Godowns**" shall mean all galas/godowns owned by the Company the details of such is set out in **Schedule F**;
- 3.1.12. "**Governmental Authority**" means any applicable central, state or local government, legislative body, regulatory authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India;
- 3.1.13. "**Information Memorandum**" means the Information Memorandum of the Company, prepared by the Resolution Professional under the provisions of the Code and CIRP Regulations, as provided to the Consortium;
- 3.1.14. "**IT Act**" means the Income Tax Act, 1961;
- 3.1.15. "**National Company Law Tribunal**" or "**NCLT**" means the National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Company;
- 3.1.16. "**Operational Creditors**" means a person to whom an operational debt is owed and includes any person to whom such debt has been legally assigned or transferred;
- 3.1.17. "**Scheme**" means this Scheme of Arrangement or Compromise in its present form, including the schedules, as amended or modified in accordance with the provisions hereof.

4. SHARE CAPITAL



4.1. The share capital of the Company as on date is as under:

Particulars	In INR.
Authorized:	
3,90,00,000 shares of Rs. 10 each	39,00,00,000 ¹
Total	39,00,00,000
Issued, Subscribed and Paid –Up:	
2,52,11,406 shares of Rs. 10 each	25,21,14,060 ¹
Total	25,21,14,060

Subsequent to the above date, there has been no change in the authorised, issued, subscribed and paid-up share capital of the Company.

PART III SCHEME OF COMPROMISE AND ARRANGEMENT

5. ARRANGEMENT OR COMPROMISE WITH THE CREDITORS OF THE COMPANY

5.1. As on the Cut Off Date, the Company owes a total admitted amount of Rs. 255.61 Crores to its Creditors. This Scheme provides for arrangement or compromise with Creditors, without any further act, application or deed in full



and final settlement of the dues including interest within 30 (thirty) days from the Effective Date in the manner provided hereinafter.

- 5.2. The Consortium has provided a deposit of Rs. 5,00,000/- is paid to liquidator as expenses to be incurred towards meeting expenses. It is clarified that the deposits so provided shall be utilized first for meeting the cost and expenses till the approval of the scheme by NCLT and balance if any remaining will be refunded immediately to the Consortium in the event this Scheme has not received an approval, in the manner and form as may be required by the Consortium, from the NCLT or any other necessary authorities.

5.3. Payment of CIRP Costs and Liquidation Costs:

- 5.3.1. The Corporate Insolvency Resolution Process (CIRP) Costs and the Liquidation Costs shall be paid at actuals in priority to any other debt of the Company and shall be made within 15 days from the Effective Date. As per the information provided by Liquidator, the estimated CIRP Cost and Liquidation Cost till Date is Rs. 3,88,08,296/-. Actual cost may vary which would be paid in full in priority to any other creditor.

- 5.3.2. The CIRP Cost has been considered in full and the Liquidation Cost has been factored in till date of submission of the scheme. It is clarified that at the time of the distribution of the amounts as per the Scheme, the actual Liquidation Cost so incurred shall be considered.



5.3.2.1. An amount of Rs. 1,46,25,904/- shall be paid by the Consortium within 15 working days of the Application for the approval of the Scheme is filed with NCLT as performance guarantee to the Liquidator.

5.3.3. The balance amount of Rs. 14,62,59,042/- will be paid by the Consortium, either directly or through the Company, to the Secured Financial Creditors, Unsecured Financial Creditors, Operational Creditors, Employees and others as a full and final settlement of entire dues within 90 days from the Effective Date.

5.4. Financial Creditors Facilities:

5.4.1. The total Financial Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. Rs. 185,67,68,002/-. The admitted amount due towards the First Charge Secured Financial Creditors being SBI Bank, and Reliance is Rs. 134,33,58,361/-. Subservient Second Charge Secured Financial Creditor being IDFC Bank is Rs.51,34,09,641 and towards the Unsecured Financial Creditors is Rs.55,14,14,477. The First Charge Secured Financial Creditors and Subservient Second Charge Secured Financial Creditor shall collectively referred to as "Secured Financial Creditors".

5.4.2. Restructuring Plan of the Secured Financial Creditors: The restructuring will involve the following mechanism:



- 5.4.2.1. Upon the Scheme coming into effect, the properties and Galas/Godowns that have been charged with such Secured Financial Creditors will be reconveyed back to the Company and all charges/ encumbrances would be released by such Secured Financial Creditors, as more particularly set out in **Schedule A** hereunder along with other Assets of the Company as more particularly set out in **Schedule AI**.
- 5.4.2.2. The intellectual property rights and intangible rights including, the brand name being "*Valentine, Night and Day, TRICCI and N-Line* " shall be retained by the Company without any kind of encumbrances or Claims from the Creditors of any kind.
- 5.4.2.3. The amount so paid under this Scheme to the Secured Financial Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Secured Financial Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released

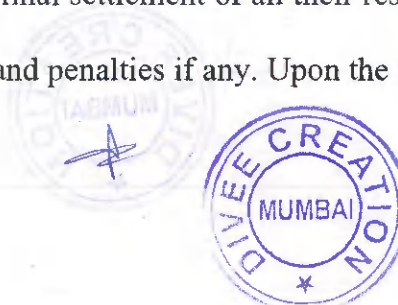


and discharged, and the Secured Financial Creditors shall waive all rights to invoke or enforce the same. The Secured Financial Creditors have deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment and release all the securities of the Company including the following:

- (i) All assets (including, properties, Galas/Godowns, whether freehold, leasehold or license basis) of the Company which have been charged with the Secured Financial Creditors shall without any auction be peacefully re-vested/re-conveyed in the Company upon the aforesaid payment, with good and marketable title and free and clear of all Encumbrances, liens and charges;
- (ii) All title deeds and other documents (including charge documents, if any) held by the Secured Financial Creditors shall be returned to the Company prior to the payments to be made by the Company and the Secured Financial Creditors shall perform all the acts and deeds, as required, to file necessary charge satisfaction with Registrar of Companies and release of security interest over the assets of the Company; and
- (iii) The Secured Financial Creditor shall cooperate with the Company, execute all necessary documents and undertake all necessary actions as may be required by the Company in this regard.



- 5.4.2.4. Further, Secured Financial Creditors shall withdraw all enforcement actions, notices under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002, suits and cases filed by them against the Company with various authorities with effect from Effective Date upon the full and final payment as provided under Schedule A to this Scheme.
- 5.4.2.5. It is clarified that any claims submitted by any of the Secured Financial Creditor and admitted by the Liquidator after the submission of this Scheme shall be adjusted from the money released to Secured Financial Creditors proportionately.
- 5.4.2.6. The details of the Restructuring Plan of the Secured Financial Creditors as well as details of charged assets are more particularly contained in the Schedule A.
- 5.4.3. Restructuring Plan of the Unsecured Financial Creditors: The restructuring will involve the following mechanism:
- 5.4.3.1. The Unsecured Financial Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. 5,28,20,610/-.
- 5.4.3.2. The Company shall make a payment of 1% of the amount of claim admitted within 90 days from the Effective Date.
- 5.4.3.3. The amount so paid under this Scheme to the Unsecured Financial Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and



the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Unsecured Financial Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released and discharged, and the Unsecured Financial Creditors shall waive all rights to invoke or enforce the same. The Unsecured Financial Creditors has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

5.4.3.4. The details of the Restructuring Plan for the Unsecured Financial Creditors are more particularly contained in the **Schedule B**.

5.5. Operational Creditors Facilities:

5.5.1. The Operational Creditors Facilities, as on the Cut Off Date have a total admitted outstanding of Rs. 14,65,75,338/-/-.

5.5.2. Restructuring Plan of Operational Creditors: The restructuring will involve the following mechanism:



5.5.2.1. The Company shall make a payment of 1% of the value of claim admitted within 90 days from the Effective Date.

5.5.2.2. The amount so paid under this Scheme to the Operational Creditors shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties if any. Upon the Scheme coming into effect and the payments made by the Company and/or Consortium all Claims immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist (including mortgage, encumbrances, liens, charges, attachments security interest over assets of the Company) or rights to create such a security, to secure any obligations towards the Operational Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released and discharged, and the Operational Creditors shall waive all rights to invoke or enforce the same. The Operational Creditors has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

5.5.2.3. The details of the Restructuring Plan for the Operational Creditors are more particularly contained in the Schedule C.

5.6. Employee Claims:

5.6.1. The admitted Employee Claims, as on the Cut Off Date have a total outstanding of Rs. 89,64,541/-.



5.6.2. Restructuring Plan of Employees: The restructuring will involve the following mechanism:

5.6.2.1. The Company shall make a payment of Rs. 89,64,541/- i.e. 50% of the value of claim admitted within 90 days from the Effective Date

5.6.2.2. The amount so paid under this Scheme to the Employees shall be a full and final settlement of all their respective dues, claims, liabilities including interest and penalties including employee benefits, gratuity etc if any. The Employees has deemed to have given no due certificate to the Company and the Consortium upon the aforesaid payment.

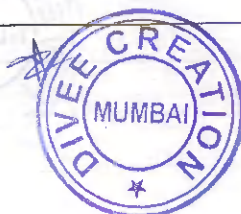
5.6.2.3. The details of the Restructuring Plan for the Employees are more particularly contained in the Schedule D.

5.7. Other Creditor/Residual Creditors Claim

5.7.1. The Company has other creditors/residual creditors' claims, including other contingent claims, of various entities, which are as follows:

5.7.2. The Company shall make a payment of 0.5% of the amount of claim admitted within 90 days from the Effective Date .

Other/ Residual Creditors
Hitesh Punjani
Employees Benefits Payable



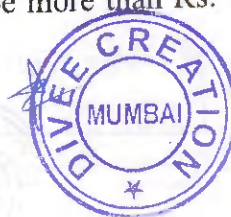
Gratuity Provisions
Other payables
Capital creditors
Security deposits
Provisions for Employees benefits
Statutory dues
Current Tax Liabilities
Differed Tax Liabilities
Stock exchanges/SEBI outstanding fees

5.7.3. . The amount so paid under this Scheme to the aforesaid residual creditors shall be a full and final settlement of *all their* respective dues, claims, liabilities including interest and penalties if any.

5.8. The Consortium has adequate means for supervising and implementing the Scheme for the giving effect to the same, the Consortium has a turnaround strategy to revive and run the Company as a going concern. The details of such restructuring which includes the (i) Management & control of affairs of the Company during the term of the plan and its supervision (ii) Prayer for Reliefs and Concessions (iii) Source of Funds and (iv) Revival plan of the Corporate Debtor and (v) Term of the Scheme and Implementation Schedule are more particularly contained in **Schedule E**.



- 5.9. Upon making payment as per the Repayment Plan as set out in the Scheme to the Creditors, all the liabilities and Claims of the respective Creditors, gratuity, employee benefits, statutory payments, assessed / unassessed income taxes, state sales taxes, CST, GST, excise duty, municipality dues, dues of CTO, Directorate of Commercial Taxes, Government of Maharashtra, Property Tax and all other dues and statutory payments to any Governmental Authority) and all other taxes and dues shall deemed to have been settled without any act or deed. It is further clarified that aall indebtedness of the Company (past, present and till the Effective Date), which is due as of the Cut Off Date and till the Effective Date, whether claimed or unclaimed, admitted or rejected, contingent or actual, current or differed shall stand *ipso facto* irrevocably and unconditionally extinguished in perpetuity on and with effect from the Effective Date.
- 5.10. On the Scheme coming into effect any amount in excess of the Repayment Plan as set out in the Scheme shall stand extinguished and waived without any act or deed. On the Scheme coming into effect, the Creditors shall have no claim (*including, Claim*) or right over the Company other than the Repayment Plans to be payable to such Creditor(s).
- 5.11. Notwithstanding anything contrary provided under this Agreement, the total/aggregate payout by the Company/Consortium to all the creditors shall, in any event and under any head, not be more than Rs. 16,09,89,015/- (save and



except payment to residual creditors). The Consortium shall not be liable to pay any amount over and above aforesaid aggregate amount. If Consortium/Company is required to pay any additional amount over and above the aggregate amount then amount payable to the Creditors under this Scheme shall proportionately reduce to such extent. In case any further claim is admitted by the Liquidator under any head, then amount payable to the Creditors under this Scheme shall proportionately reduce to such extent.

- 5.12. Following the discharge of all the Secured Financial Creditors and Unsecured Financial Creditor, Operational Creditors, Employees and Other Creditors/Residual Creditors, in accordance with this Scheme, any and all other claims or demands made by, or Liabilities or obligations, owed or payable to, (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, and other charges already accrued / accruing in connection with any third party claims), any actual or potential Liability or Claims of the Company towards any Person, whether admitted (*including by Resolution Professional/Liquidator*) or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or set out in the balance sheets and / or profit and loss account statements of the Company including Financials Creditors who have relinquished security interest as per Section 52 of the Insolvency and Bankruptcy Code, 2016 and or the Creditors List in relation to any period prior to the Effective Date or arising on account of the acquisition of management and control of the Company by the Consortium will be written off in full and shall be deemed to be



permanently extinguished by virtue of the order of the Adjudicating Authority approving this Scheme and the Company and / or the Consortium shall, at no point of time, be directly or indirectly have any obligation, Liability or duty in relation thereto.

5.13. Any variation in the price of the US dollar or any other foreign currency after the Appointed Date would not affect the Outstanding Amount and accordingly, would not affect the Repayment Plans as set out in this Scheme. The Outstanding Amount as provided in the books of account of the Company as on the Appointed Date shall remain constant for the purpose of this Scheme. Further, repayment by the Company in accordance to the Repayment Plans shall be calculated only in terms of Indian Rupees (INR) and shall not vary due to any variation in exchange rate.

5.14. Any difference in the Outstanding Amount between the Appointed Date and the Effective Date shall be deemed to have been waived by the Creditors.

5.15. Any difference in calculation of the Outstanding Amount by the Creditors as compared to the Outstanding Amount present in the books of accounts of the Company as on the Appointed Date shall be deemed to have been waived by the Creditors.



- 5.16. This Repayment Plan provided by the Company under this Scheme should not be considered as acceptance of any claim or liability by the Company and the proposal till the Scheme coming into effect is without prejudice to the rights of the Company against such Creditors. This Scheme is prepared for long term benefit of the Company, concentrates on business activities of the Company and resolves all the grievances of concerned stakeholders of the Company.
- 5.17. Notwithstanding anything contained in the Scheme, it is clarified that any guarantee and/or security undertaking given by the promoter or erstwhile management in favour of the Secured Financial Creditors or other creditors shall not be affected by this Scheme and the Secured Financial Creditors and the other creditors shall have full right, title, interest to continue to initiate and institute any actions, proceedings against the promoter or erstwhile management as the case may be to the exclusion of and without any effect on the Company and the Consortium. However, it is hereby expressly stated that *(with no requirement of any further consent of any creditor)* the Company is permanently released and discharged from all securities, indemnity, corporate guarantee (including guarantees given by the Company on behalf of any subsidiaries including – AIFL E-Commerce Private Limited, AIFL Retails Pvt. Ltd. and AIFL Vastram Pvt Ltd.) and like obligations, in relation to any financial indebtedness availed by any third person where such financial indebtedness has been provided by such creditor and guaranteed or secured by Company fully or partially.



- 5.18. The Consortium shall not, without prior consent of the Secured Financial Creditors, sell any immovable properties of the Company till the payment is made to Secured Financial Creditors as per this Scheme.

6. Compliances with SEBI

- 6.1. The Company shall duly comply with various provisions of the Circular No.CFD/DIL3/CIR/2017/21 dated March 10, 2017 read with Circular No.CFD/DIL3/CIR/2017/26 dated March 23, 2017, the SEBI Circular no. CFD/DIL3/CIR/2018/2 dated January 03, 2018, the SEBI Circular SEBI/HO/CFD/DIL1/CIR/P/2019/192 dated September 12, 2019, the SEBI Circular SEBI/HO/CFD/DIL1/CIR/P/2020/215, Master Circular SEBI/HO/CFD/DIL1/CIR/P/2020/249 dated December 22, 2020 and Master Circular SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 being issued by the Securities and Exchange Board of India, applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with various concessions provided by the SEBI in relation to the Scheme of the companies involved in the liquidation.
- 6.2. It is clarified that no amount is payable by the Company to NSE and BSE apart from as stated hereinabove including, any fees for relisting of shares of the



Company on the stock exchanges of NSE and BSE. The BSE and NSE shall withhold all delisting process pending the Effective Date and upon the Scheme coming into effect, any delisting process initiated either by NSE and BSE shall deemed to have been withdrawn by the said authorities.

- 6.3. The Consortium undertakes to SEBI, BSE and NSE that it shall achieve 10% of minimum public shareholding within 12 months from the date of relisting of shares of the Company on NSE and BSE and shall achieve 25% of minimum public shareholding within 36 months from the date of relisting of shares of the Company on NSE and BSE as enumerated under SEBI Board Meeting dated PR No.-61/2020 dated December 16, 2020 and the same shall *mutatis mutandis* be applicable to this Scheme.

7. General terms of Settlement

- 7.1. Upon the Scheme coming into effect, any proceedings, pending or decrees/ award obtained (by the Creditors) before or after the Appointed Date against the Company, its Directors, officers or any other person arising due to, directly indirectly, from non-payment of the dues and Claims by the Company, relating to any of the Creditors shall, on the Scheme being effective, be terminated and the rights, obligations and liabilities of the parties shall be governed by the terms of this Scheme without any act or deed. For completion of formalities, the Creditors shall withdraw all proceedings. However, it is clarified here that the Creditors can file separate proceeding for any violations by the Company in repayment of any amount as set out in this Scheme.



- 7.2. Upon the Scheme coming into effect, the Company and the Consortium shall not be liable for any of the liabilities, claims, demand, obligations, penalties etc. arising out of any proceedings, inquiries, investigations, orders, show causes, notices, suits, litigation etc. (including those arising out of any (a) proceedings relating to Section 138 under the Negotiable Instruments Act, 1881, (b) orders passed by the NCLT pursuant to the provisions of the Code), whether civil or criminal, pending before any authority, court, tribunal or any other forum prior to the acquisition of control by the Consortium, that have been already initiated or instituted prior to the Effective Date and/or may be initiated or instituted post the approval of the Scheme by the NCLT on account of any transactions entered into, or decisions or actions taken by, such existing management, promoters, shareholders, managers, directors, officers, employees, workmen or other personnel. It is further clarified that the new management of the Company and/ or the Consortium shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.
- 7.3. Upon the Scheme coming into effect, and upon receipt of the all the amount due and payable in terms of this Scheme, the Creditors shall have no claim (including, Claim) on the Company in any manner whatsoever in respect to the Outstanding Amounts or any other amount due and payable by the Company to the Creditors including, any interest accruing thereof either before or after the Appointed Date and such payment of all amount as set out in this Scheme shall be deemed to be the full and final settlement of the Creditors.



- 7.4. The payment as contemplated in this Scheme shall be the Company's and Consortium's full and final performance and satisfaction of all its obligations to such persons and all claims (including for the avoidance of doubt, any unverified portion of their Claims) of such persons against the Company shall stand irrevocably and unconditionally settled and extinguished in perpetuity on and with effect from the Effective Date.
- 7.5. Each of the Creditors undertake that they shall not initiate or if initiated, the Creditor shall refrain from taking any action, legal proceedings against the Company in relation to the Outstanding Amounts or Claims that are proposed to be restructured under this Scheme either pending the sanction of the Scheme or after the Effective Date unless the Company defaults any of the terms of this Scheme.
- 7.6. All of the documents executed by the Company and any other persons on behalf of the Company in favour of the Creditors shall stand modified and settled to the extent and intent as set out in this Scheme.
- 7.7. Upon the Scheme coming into effect and upon payment to Creditors, the Company shall have all right, title and interest in AIFL Vastram Private Limited, AIFL Ecommerce Private Limited and AIFL Retails Private Limited as applicable under the law and equity including, right to appoint the directors on the board of the Directors of such companies and control the affairs of such companies as it deem fit.



- 7.8. All third parties or debtors of the Company shall continue to be liable to repay or complete their respective obligations as they were liable to the Company prior to insolvency period. The Company shall be entitled to receive all the pending receivables and shall be entitled initiate or continue the proceedings against such third parties/debtors of the Company.
- 7.9. Upon the Scheme coming into effect, all the Creditors would now be governed by the terms and conditions as stipulated in the Scheme and would not be entitled to take recourse under the present agreements.
- 7.10. Upon the Scheme coming into effect, all Assets and Business of the Company as on the Cut Off Date shall deem to be remain vested in the Company, on an as is where is basis, free from all encumbrances and/or without any encroachments (including but not limited to occupancy of possession by the erstwhile director/s or promoter/s or their men/agents/servants) and the same shall not be disposed off from the Appointed Date till the Effective Date.
- 7.11. Upon making payment in accordance with the Repayment Plans, all documents, collaterals and interests (legal and contractual) in relation to the Company and its subsidiaries held by any Creditors shall stand unconditionally and irrevocably released, without the requirement of any further deed or action on part of the Company. Further, Creditors shall complete all formalities of such release to the satisfaction of the Company.



- 7.12. Save and except the repayment as per the Repayment Plans to the Creditors under this Scheme, no other payments or settlements shall be made to any other person in respect of Claims and all other Claims against the Company in relation to or connected with any period prior to the Effective Date or arising on account of legal proceedings, including criminal proceedings and other penal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity on the Effective Date and with effect from the Appointed Date.
- 7.13. The accounting treatment in respect of the Scheme will be in accordance with the Accounting Standard as specified by the Central Government and the same be complied accordingly after the approval of the scheme by the NCLT.
- 7.14. Waiver of any income-tax and Minimum Alternate Tax (MAT) liability or consequences (including interest, fine, penalty, etc.) on the Company, the Consortium and its shareholders on account of various steps as proposed in this Scheme, including but not limited to liabilities if any under Section 41 (1), Section 56, Section 43, Section 43 B, Section 28, Section 115JB and Section 79 of the Income-tax Act, 1961, including, without limitation waiver of MAT and income tax implication arising due to write back/write off of liabilities in the books of accounts of the Company without any impact on brought forward tax and book loss /depreciation, pursuant to this Scheme. Any requirements to obtain waivers from any Tax Authorities including in terms of section 79 of the



IT Act is deemed to have granted upon approval of this Scheme on the Effective Date.

7.15. Upon the Scheme coming into effect,

7.15.1.1. All pending dues under the provisions of Income Tax Act, 1961 ('IT Act'), including taxes, duties, penalties, interest, fines, cesses, unpaid TDS/TCS, whether admitted or not, due or contingent, crystallised or un-crystallised, known or unknown, secured or unsecured, disputed or undisputed, shall stand extinguished by virtue of the order of the NCLT approving this Scheme and the Company shall not be liable to pay any amount against such demand;

7.15.1.2. No notices should be issued under the provisions of the IT Act to initiate any proceedings viz. assessment/re-assessment/revision/penalty etc. against the Company in relation to the period after the Effective Date;

7.15.1.3. Any proceedings which were kept in abeyance in view of insolvency process or otherwise shall not be revived post the order of the NCLT;

7.15.1.4. No further demand for period prior to the Effective Date shall be raised by Income Tax Department; and

7.15.1.5. All carry forward losses and unabsorbed depreciation shall be allowed to be carried forward.

7.16. On and with effect from the Effective Date, all encumbrances, security interest, liens and /or attachments (including pursuant to Applicable Law and particularly Sections 281 of the IT Act and Section 81 of the Central Goods and



Services Tax Act 1961) created or suffered to exist over the assets of the Company or over the securities of the Company, whether by contract or by Applicable Law, whether or not in favour of Persons receiving settlements under this Plan or those who have provided debt to any third party, shall stand unconditionally and irrevocably released and all enforcement proceedings commenced by any Person over any of the assets of the Company or over any securities of the Company shall stand released and reversed, without the requirements of any further deed or action on part of the Consortium or the Company, except security charged in favour of Financial Creditors, which shall be released as per this Scheme.

7.17. All contracts between the Company and its related parties of erstwhile management shall stand terminated with effect from the Effective Date without any further act, deed or instrument and all liabilities and obligations of the Company to such related parties shall be discharged and be permanently extinguished. It is clarified here that the related parties shall continue to be obligated to the Company for any outstanding dues to be payable by related parties to the Company.

7.18. Notwithstanding anything to the contrary, the powers of attorney or authorisations issued by the Company shall stand cancelled without any further act, instrument or deed from the Effective Date.



- 7.19. Consortium and Company after the Effective Date shall not be responsible for any defaults for the period prior to Effective Date of any nature under any law as may be applicable from time to time including but not limited to ED/ RBI/ CBI/ CVC/ PMLA/ FEMA / FERA, customs, excise, VAT, GST, ST/ CST/ Octroi, Income Tax, Companies Act, 2013, SEBI Regulations, Stock Exchange Listing Agreement Compliances, Property Tax and any other law/ enforcement agencies even if not mentioned here.
- 7.20. The Central Board of Direct Taxes to i) not void or take any other actions with respect to the transactions contemplated under this Scheme under Section 281 of the IT Act ii) exempt the Consortium from any liability pursuant to Sections 56 and 170 of the IT Act and iii) not levy any Tax (including minimum alternate tax) arising as a result of giving effect to, or otherwise in relation to, the Scheme, in the hands of Company or the Consortium. The Central Board of Excise and Customs to not void or take any other actions with respect to the transactions contemplated under this Scheme (including the sale of collateral or any other act) under Section 81 of the Central Goods and Services Tax Act, 2017 and not to impose any successor liability on the Consortium and the Company.
- 7.21. It is clarified that the Consortium or any of its related parties have not 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.



PART III

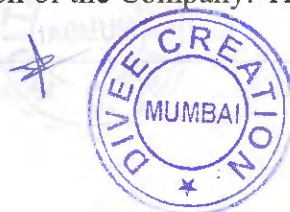
REORGANISATION OF SHARE CAPITAL

8. ISSUE OF NEW SHARES

8.1. Upon the Scheme coming into effect, in consideration of the Consortium infusing funds of an amount of Rs.16,09,89,015/- and attempting to revive the Company pursuant to provisions of this Scheme, and without any further application, act, deed payment, consent, acts, instrument or deed, the Company will issue and allot 16098902 fully paid-up equity shares of Rs.10 each (the "**New Shares**"), at par, to the Consortium and/or its associates within 90 days from the Effective Date in accordance with the terms of the Scheme. Any additional amount infused by the Consortium shall be in form of loan or any other mode as may be desired by the Consortium.

8.2. The Board of Directors of the Company shall consolidate all fractional entitlements, if any, arising due to the fresh issue of shares and allot the New Shares after rounding them off to the nearest integer to the respective shareholders.

8.3. The New Shares, to be issued and allotted by the Company, in terms of this Scheme, shall be subject to the provisions of the Memorandum of Association and Articles of Association of the Company. The New Shares, to be issued and



allotted, shall rank *pari-passu* in all respects with the existing shares of the Company, including in respect of dividends, if any, that may be declared by the Company, on or after the Effective Date.

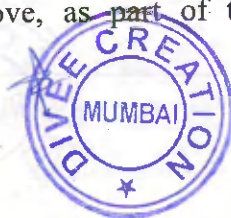
8.4. The issue and allotment of the New Shares in the Company to the Consortium as provided in the Scheme shall be carried out and the same would not require following of the procedure laid down under Sections 42 and 62 of the Act and any other applicable provisions of the relevant Act.

8.5. The Board of Directors of the Company shall take requisite steps to increase its Authorized Share Capital, if required, for allotment of shares to the Consortium.

8.6. Upon the Effective Date, the rights and obligations of the Liquidator shall cease to exist and Consortium will appoint 4 (*four*) directors or such number of directors as the Consortium may deem fit on the Board of the Company. The Secured Financial Creditors can, if they desire, collectively appoint a Monitoring Committee till the payment of plan as per this Scheme is made to the Secured Financial Creditors.

9. CANCELLATION/ REDUCTION OF SHARE CAPITAL OF THE COMPANY

9.1. Immediately upon the issuance and allotment of the New Shares to the Consortium as stated hereinabove, as part of the Scheme, the (a) entire



shareholding of promoter and promoter group and (b) certain pre-existing equity shares of total public shareholders of the Company prior to the Effective Date, shall stand cancelled and extinguished on and from the Effective Date (*in such a manner or to such an extent that post the issue of New Shares, the new management will hold 95% of the issued, subscribed and paid-up equity share capital of the Company and the public shareholders will hold 5% of the issued, subscribed and paid-up equity share capital of the Company i.e. the public shareholders, in aggregate, will hold 12,55,000 fully paid-up equity shares of Rs.10 each in aggregate*) and as an integral part of the Scheme and accordingly, the Share Certificates in respect of the aforesaid equity share in the Company held by such shareholders shall also stand cancelled and shall be deemed to be cancelled without any further act or deed.

9.2. Accordingly, upon the Scheme coming into effect and after taking into effect issue and allotment of the New Shares and after the aforesaid reduction of share capital, the issued, subscribed and paid-up equity share capital of the Company shall stand revised to Rs. 17,35,39,020/- divided into 17353902 equity shares of the face value of Rs.10 each fully paid to give effect to cancellation of equity shares held by such shareholders in the Company.

9.3. The cancellation, which amounts to reduction of share capital of the Company, shall be affected as an integral part of the Scheme itself and shall be deemed to be in accordance with the provisions of Sections 230 of the Companies Act, 2013 and other applicable provisions of the Act as the same does not involve



either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital. The order of the Adjudicating Bodies sanctioning the Scheme shall be deemed to be an order under Section 230 of the Companies Act, 2013 and other applicable provisions of the Act confirming the reduction without imposing a condition on the Company to add to its name "and reduced".

PART III

OTHER TERMS AND CONDITIONS

10. ENFORCEMENT OF CONTRACTS, DEEDS AND BONDS

10.1. Save and except the various documents entered by the Company, from time to time with the Creditors in relation to the Claims which has been restructured in terms of this Scheme, nothing contained in this Scheme shall affect any other contract, deed, bond, agreement and other instrument of whatsoever nature to which the Company is a party in relation to the Creditors and which is subsisting or having effect on the Effective Date and shall remain in full force and effect against or in favour of the Company and may be enforced fully and effectively.

11. APPLICATION TO NCLT



11.1. The Company through the Liquidator and the Consortium shall, make applications and/or petitions under Sections 230 through 232 of the Act and the Code read with the Liquidation Regulations/ or other applicable provisions of the Act to the NCLT for sanction of this Scheme and all matters ancillary or incidental thereto.

12. MISCELLANEOUS PROVISIONS OF THE SCHEME

12.1. The approval of the Scheme of such class of persons of the Company as required in terms of the applicable provisions of the relevant Act and the Code as well as any requirements that may be stipulated by the NCLT in this respect.

12.2. The Company through the Liquidator and the Consortium, through its directors or authorised officers, are hereby empowered and authorised in their full and absolute discretion, to assent from time to time to any alterations or modifications in this Scheme including but not limited to those which the NCLT and/or any other authority may deem fit to direct or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith including any question or difficulty arising in connection with any deceased or insolvent stakeholder of the Company, whether by reason of any Order of the NCLT or any directive or order of any other authorities or otherwise howsoever, arising out of or under or by virtue of the Scheme.



- 12.3. All costs, charges and expenses (*including any taxes including stamp duty and duties*) of the Company in relation to or in connection with this Scheme shall be borne by the Consortium.

13. SEVERABILITY AND INCONSISTENCIES

- 13.1. If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

- 13.2. In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Company and its shareholders and/or creditors and the terms and conditions of this Scheme, the latter shall prevail.

14. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 14.1. Subject to the approval of the NCLT, the Company through the Liquidator and the Consortium assent from time to time on behalf of persons concerned to any modifications/amendments to this Scheme or any conditions or limitations which the NCLT or any authorities under the law may deem fit to approve of or



impose and to resolve any doubt or difficulties that may arise for carrying out this Scheme and to do and execute all such acts, deeds, matters and things necessary for putting the Scheme into effect.

14.2. For the purpose of giving effect to this Scheme or to any modifications or amendments, thereof, the Company through the Liquidator and the Consortium may give and are authorised to give all such directions that are necessary or are desirable including directions for settling any doubts or difficulties that may arise.

15. EFFECTIVENESS AND CONDITIONALITY OF THE SCHEME

15.1. The effectiveness of the Scheme is and shall be conditional upon and subject to:

15.1.1. receipt of no adverse Observation/ No Objection Letters from the BSE Limited and the National Stock Exchange of India Limited;

15.1.2. the approval of the Scheme by such class of persons of the Company, as may be directed by the NCLT on the application made for directions under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act;

15.1.3. the sanctions of the NCLT being obtained under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act;



15.1.4. approval of Securities and Exchange Board of India and all other sanctions and approvals, as may be required by law;

16. OPERATIVE DATE OF THE SCHEME

16.1. This Scheme although to come into operation from Appointed Date shall not come into effect until the last date of -

16.1.1. the date on which the last of all the consents approvals, permissions resolutions sanctions and/or orders as are here in above referred to have been obtained or passed;

16.1.2. the date on which the necessary certified copy of the Order under Section 230 of the Companies Act, 2013 and other applicable provisions of the relevant Companies Act are duly filed with the Registrar of Companies, Mumbai such date shall be referred to as Effective Date for the purpose of the Scheme or such other dates as the NCLT may direct; and



SCHEDULE A**Secured Financial Creditors and repayment mechanism****First Charge Secured Financial Creditor**

Sr	Name of Financial Creditor	Repayment Amount (Rs.)
I	State Bank of India	14,00,00,000
II	Reliance	9,10,334.36

Second Charge Secured Financial Creditor

Sr	Name of Financial Creditor	Repayment Amount (Rs.)
I	IDFC Limited	1% of the admitted claim amount.

Details of Secured Assets

DESCRIPTION	OWNED BY
Godown bearing No 101 to 109, on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 110 on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 111 on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 201 to 209, on the 2nd Floor on the first floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 210, on the 2nd Floor Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 211, on the on the 2nd Floor, Building No. D-6, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Godown bearing No 107, on the 1st Floor, Building No. D-5, "Krishna Complex", Taluka Bhiwandi	M/s Ashapura Intimates Fashion Ltd
Unit-01, "Pacific Plaza", situated at Garage Gali, Off Bhavani Shankar Road. Dadar (West) Mumbai-400028	M/s Momai Apparels Ltd
Unit-03, "Pacific Plaza", situated at Garage Gali, Off	M/s Ashapura Intimates Fashion



Bhavani Shankar Road. Dadar (West) Mumbai-400028	Ltd
Unit-04, "Pacific Plaza", situated at Garage Gali, Off Bhavani Shankar Road. Dadar (West) Mumbai-400028	M/s Ashapura Intimates Fashion Ltd

Schedule A1

List of Other Assets

1. Plant & Machinery
2. Furniture & Fixture
3. Electrical Installation
4. Electrical Installation
5. Office Equipment
6. Computers & Printers
7. Air Conditioner
8. Garment Rack
9. Trademark



Schedule B**Unsecured Financial Creditors**

Sr.No	Unsecured Financial Creditor	Repayment Amount as per scheme
2	Yes Bank	1% of the admitted claim amount
3	IFCI Venture	
4	SBI Global Factors Ltd	
5	Union Bank of India	
6	Bank of Baroda	
7	Devasan Investments Pvt Ltd	
8	Tirumala Balaji Alloys Pvt Ltd	
9	Sky B Bangla	
10	Ajay Multi Projects	
11	Vinita Investments	
12	Apex Valves Pvt Ltd	
13	United bank of India	
14	Amrapali Barter Pvt Ltd.	



SCHEDULE C

Operational Creditors and repayment mechanism

Sr. No	Operational Creditors Name	Repayment amount (Rs.)
1	AJ Trading	1% of the admitted claim amount
2	AR Clothing CO	
3	Aryan Advertising	
4	Ashirwad Creations	
5	B K Knit Fab	
6	Barmax Global Solutions Pvt Ltd.	
7	Creative Infonet	
8	Creative Plus Nettrade LLP	
9	Dhaga Ghar Threads Pvt Ltd	
10	DJ Mediaprint & Logistics Ltd	
11	DOLCE	
12	G6 Creation	
13	Get I.T. Solutions	
14	Global Enterprises	
15	Greenchilli Advetising	
16	J.M.K Enterprises	
17	Jalaram Packaging	
18	Kesavan Exports	
19	Knit Line Fab (India)	
20	Krish Marketing	
21	Lakshya Garments	
22	M/s MRP HUF	
23	M/s Rajkamal Prints	
24	M/s Suditi Industries SLimited	
25	M/s. B. Sorabji	
26	M/s. Geeta Textiles	
27	M/s. Prabhu Transport	
28	M/s. Spectrum Prints	



29	Maruti Super Distributer
30	MD Enterprise
31	Naresh Enterprises
32	NP Paper Products
33	NRS Garments
34	Paras Ram Textiles
35	R P Hosiery
36	R.S.Agencies
37	Riddhi Fashions
38	Royal Fabrics
39	Royal King Fashions Private Limited
40	S H Enterprises
41	Sanjay Trading Company
42	Shree Samarth Krupa Contractor
43	Shri Sidhhivinayak Knitwear
44	Shubhra Enterprises
45	Skyzz Apparels
46	Steadifilms
47	Sterling Enterprise
48	Tangent
49	Trendz international
50	Unique Zip Fastners
51	Vardhman Filaments
52	Vardhman Impex
53	Y S Apparels
54	Ziya Packaging
55	Bajaj Trading
56	BEST Undertaking
57	Bijay Marketing
58	Express Rail Cargo Services
59	H K Creation
60	Lotus Knit Fab

1% of the admitted claim amount



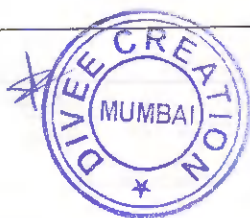
61	Mansi Textiles	1% of the admitted claim amount
62	Torrent Power	
63	Tradex Hoisery	
64	Uday Associates	
65	Ankur Lighting	
66	RV Studio	
67	GST Department	
68	Shri Siddhivinayak Fashion	
69	FOTO Factory	
70	Nirvan Fabrics	



SCHEDULE D

Employees and repayment mechanism

Sr. No.	Employees	Amount As per Scheme
1	Abhijeet ANil Kotekar	50% of the Admitted amount
2	Abhijit Gopinath Kalaskar	
3	Amey Anil Dantal	
4	Amit Raj Kumar Malik	
5	Anurag Kunthilal Gangwal	
6	Atmaram Gunaji Bandbe	
7	Avinash Prakash Amolik	
8	Balkrishna Shankaraiah Bale	
9	Bhavik Jakhubhai Bhanushali	
10	Bhoomi PramodKumar Mewada	
11	Binod Sahu	
12	Chandan Singh	
13	Deepak Anant Prasad Tiwari	
14	Dilip Kumar Rajaram Ray	
15	Dimple Kalra	
16	Ganpat Mahadev Chavan	
17	Kiran Jayprakash Mestry	
18	Kishor Ashok Navle	
19	Kishor Naik	
20	Kundan Kumar Kamta Sharma	
21	Manish Rajkumar Lath	
22	Manjunath Ganapathi Kamath	
23	Mihir Rajnikant Makwana	
24	Mohit Akhilesh Shah	
25	Munna Kumar Pachu Rajwar	
26	Nageshwar Rammurthi Mishra	
27	Navin Khimji Daiya	
28	Neha Choudhary	
29	Nikhil Ashok Lonishte	
30	Nisha chhaparia	
31	Nitin Kumar Om Prakash Sawai	
32	Pamesh Balu Jadhav	
33	Pappu Ramashish Yadav	
34	Piyush Batuk Bhai Ramani	
35	Prabhudas Krishna Bhandari	
36	Pradyuman Krishna Shastri	
37	Prakash Bhaguram Jadhav	50% of the Admitted amount
38	Prashant Prakash Surve	



39	Prashant Mukund Pagare
40	Pravin Kashinath Waghmare
41	Pravin Sopan Navghane
42	Rajesh Kumar Tiwari
43	Rajesh Sambhulal Chawda
44	Rajkumar Gundayya Swami
45	Ramesh Sharma
46	Ravindra Sahadeo Gawande
47	Ravindra Shantaram Chavan
48	romil Gandhi
49	Roshan Vilas Yerunkar
50	Rupesh Prakash Amolik
51	Sachin-Dattatray Petkar
52	Sadashiv Ramu Vartekar
53	Santosh Vasudev Amberkar
54	Sarita Suraj Chauhan
55	Shailesh Shivnath Prasad
56	Sumit Jaysingh Palan
57	Sunil Mahadev Vichare
58	Suryakant Ram Salunke
59	Sushil Subhash Pawar
60	Uttam Vasudev Haryan
61	Venkataramana Rajeshwar Margam
62	Vikram Ranjit Solanki
63	Vinod Kisan Sawant
64	Yogesh Vasudev Lachhwani
65	Zahiruddin Khan
66	Prakash Atmaram Salvi
67	Raju Vitthal Dhondaaley
68	Sanjeev Nathuram Soni
69	Shailesh Khandagale
70	Vishal Vasant Pevekar
71	Suresh Kumar Sharma
	Mohit Kamal



Schedule E

Details of restructuring

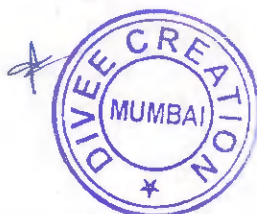
(i) Management & control of affairs of the Company:

The Company shall operate as a going concern in its normal course of business upon the Scheme coming into effect.

1. Reconstituted Management/ Board of Directors

1.1. The Consortium shall hold 95% shareholding in the restructured share capital of the Company. Since Divee Creation through its proprietor has experience in garment industry, the representatives of Divee Creation shall be in control and management of affairs of the Company and the business of Company shall be carried on by the new management as appointed by Consortium Nandhivardhan Infrastructure Limited, being more of a financial partner, will although not be involved in day to day affairs of the Company but shall be part of the Consortium and guide its Consortium partner – Divee Creation.

1.2. Pursuant to the approval of the Scheme, all existing Directors and Liquidator shall cease to remain and act as the Director/management of the Company immediately on Effective Date.



1.3. Subsequently, with effect from the Effective Date, the Company shall be managed by a reconstituted management/board of directors so appointed by the Consortium.

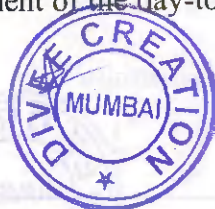
1.4. The Directors on the reconstituted board shall be appointed on the Effective Date, without any additional approval from the shareholders and will be accountable for the day to day operation of the Company.

1.5. Accordingly, the necessary form to be filed with the MCA intimating cessation of existing directors and appointment of new directors shall be concluded without affixation of digital signatures.

1.6. The Consortium will appoint such number of directors on the board of the Company, including independent directors, as may be necessitated.

1.7. The Consortium shall also exercise veto rights that it deems fit in the interest of operating the Company as a going concern. The erstwhile promoters would have no control, veto rights, and directorship in the Company with effect from the Effective Date.

1.8. Entire management control of the Company will vest with the Consortium, for the management of the day-to-day affairs.

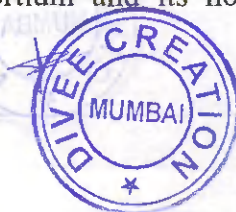


1.9. Any change in the members managing the Company shall not affect the validity and enforceability of any agreement, lease deed, contract, etc. executed by the Company with various parties, authorities, companies, etc. save and except the provisions and scope of alterations / modifications / amendments as also such reliefs and concessions provided to the Consortium and the Company under this Scheme.

1.10. Consortium are authorised to Change of Signatories to Bank Accounts, Issue and Allotment of the New Shares.

1.11. The director of the Company or the newly appointed board of directors so constituted in accordance with this Scheme, shall convene a meeting (at a shorter notice, if required) of the board of directors of the Company (such date being referred to as the Transfer Date) and pass the following resolutions with requisite majority:

- a) Approving the change of signatories to designated bank account, creditor escrow account, if any, and other bank accounts maintained by the Company from the Liquidator and persons authorised by him to such nominees of the Consortium, the reconstituted board of directors may deem fit;
- b) Approving the issuance and allotment of and allotting the equity shares to the Consortium and its nominee(s) and the new public



shareholders in dematerialised form, free of all encumbrances in consideration for the equity subscription amount.

- c) Authorising the directors or any other authorised person of the Company to make the relevant entries in and update the register of members of the Company to reflect the aforesaid changes;
- d) Authorising the directors of the Company to file requisite forms and returns on behalf of the Company with the Registrar of Companies, for the aforesaid issuance and allotment of, the equity shares to the Consortium and/or its nominees and the new public shareholders;
- e) Authorising the directors of the Company to file for listing of New Shares and reduced share capital on the BSE and NSE;
- f) Approving/authorising such other matters as may be necessary and incidental in relation to the above or which may be required to give effect to this Scheme.

1.12. The Consortium will appoint new statutory auditors as per the applicable law.

1.13. Appointment of Key Managerial Personnel and Company Secretary will be done by the Consortium as per applicable law.

(ii) Prayer for Reliefs and Concessions



1. All relevant Governmental Authorities to grant relief from payment of stamp duty, registration fees and applicable fees (including fees payable to the jurisdictional Registrar of Companies) for the successful implementation of the Scheme (including for the capital reduction, issuance and transfer of shares and other securities, change of ownership of the Company and settlement of Debt); and for the execution and registration of the Deed of Conveyance/Reconveyance and other documents for transfer of clear legal title of the properties in favour of Company.

(iii) Source of Funds

The Consortium will be sourcing funds from internal accruals of the Consortium itself and as well as from the Nandivardhan group. Also, one of the Consortium members, the Nandivardhan group has given a letter of commitment. The Consortium has also received letter of intents from Mr. Uttamchand K. Jain, director of Neon Laboratories Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 140, Damji Shamji, Industrial Complex, Mahalaxmi Caves Road, Andheri East, Mumbai 400 093, Maharashtra and from Inventure Finance Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 201, 2nd floor, Viraj Towers, Western Express, Highway near Landmark, Andheri East, Mumbai 400 069.

(iv) Revival plan of the Corporate Debtor



Upon the Scheme coming into effect, the new management will infuse 16.09 _____ crore funds as share capital, will provide the jobs to old employees, will continue working with the old distributors, agents, suppliers of the Company and will take all possible efforts to revive the Company to make it run as a going concern.

(v) Term of the Scheme and Implementation Schedule

The term of the Scheme shall commence from the Effective Date and shall continue until the payments as contemplated under this Scheme have been made. Notwithstanding anything contained in this Scheme, no part of this Scheme shall become effective or enforceable until either (i) the Scheme is approved by the NCLT in the manner proposed by the Liquidator; or (ii) if approved by the NCLT with any variance, then in the form and substance reasonably acceptable to the Consortium.

Summary of Implementation Timelines

Sl. No.	Activity	Estimated Time line
1.	Date of Scheme	[insert]
2.	NCLT Approval Date & Receipt of Copy	X (Effective Date)
3.	Payment of CIRP and liquidation costs	X + 90 days
4.	Payment of towards settlement of First Charge Secured Financial Creditors, Second Charge Secured Financial Creditors, Unsecured Financial Creditors, Employees and Operational Creditors and Residual Creditors as contemplated under the Plan.	X + 90 days

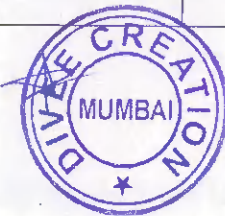


Schedule F**Details of Galas/Godown****Bhiwandi**

Building	Industrial Gala	Built-up area Sq. Ft.
D-6	101 to 109	24,750
	110	3,779
	111	3,669
	201 to 209	24,750
	210, 211	5,400
D-5	107	2,700
<u>Maulikripa</u>		10,119

Dadar

Floor	Shop/Unit no.	Carpet Area Sq. ft.
Ground	Unit 1	213
	Unit 3	213
	Unit 4	213
TOTAL		639



Creditors	Amount Admitted	Payment allocated
1st Charge FC	1,34,33,58,361	14,09,10,334 (SBI-14 Crs and Reliance - 9,10,334)
2nd Charge FC	51,34,09,641	51,34,096 1% of admitted claim amount
Unsecured FC	52,82,06,102	52,82,061 1% of admitted claim amount
Operational Creditor	14,65,75,338	14,65,753 1% of admitted claim amount
Employees	89,64,541	44,82,271 50% of admitted claim amount
	2,54,05,13,983	15,72,74,515
CIRP Cost		
Liq Cost		3,88,08,296
		19,60,82,811



NATIONAL COMPANY LAW TRIBUNAL
COURT-I, MUMBAI BENCH

Item 5

IA 2410/2020 IA 279/2021 IA 726/2021 IA2990/2021 IA 765/2021 in
C.P./(IB)/4488/MB/2018

CORAM:

SH. SHYAM BABU GAUTAM

JUSTICE P.N. DESHMUKH (Retd.)

HON'BLE MEMBER (T)

HON'BLE MEMBER (J)

ORDER SHEET OF THE HEARING ON **15.11.2022**

NAME OF THE PARTIES: - **IDFC Bank Ltd V/s Ashapura Intimates**
Fashion Ltd

Appearance (via video-conference):

For the Liquidator : Mr. Ayush Rajani, PCA a/w. Khushboo
Shah i/b AKR Advisors

For the Applicant – IA 765 : Mr. Kunal Kanungo, Advocate

Section 43(1) r/w 44 (1), 60(1), 66(1) & 7 of the IBC, 2016

ORDER

IA 765/2021

This is an Application filed by the Applicant, Mr. Chetan Pravin Jain, seeking direction from this Tribunal to the Respondent to proceed under Section 230 of the Companies Act, 2013, by way of filing necessary Application seeking the calling of a meeting to consider the scheme of arrangement.

After hearing the parties for a considerable time, we are of the view that the said Scheme of Arrangement be put for voting before the stakeholders and the date, time and venue, mutually be agreed and accordingly meeting be called

out and the outcome of the meeting be placed on record, on the next date of hearing. List this matter on Board on 09.01.2023, for further consideration and hearing.

IA 2410/2020 IA 279/2021 IA 726/2021 IA 2990/2021

List these Applications on Board on 09.01.2023, for further consideration and hearing.

Sd/-

SHYAM BABU GAUTAM
Member (Technical)

Vedant Kedare

Sd/-

JUSTICE P.N. DESHMUKH
Member (Judicial)