

Offer to the 148 allottees of Rajesh Projects (India) Private Limited

In exercise of power given by the section 20(2)(b) of the Insolvency and Bankruptcy Code, 2016, the Interim Resolution Professional of M/s. Rajesh Projects (India) Private Limited hereby gives the general public offer to the 148 allottees (asking for refund from the company) to enter into fresh tripartite e-contract between the Company, builder/promoter and buyer/allottee.

The detailed proposal setting out all the terms and conditions is uploaded on the website of Mr. Gaurav Katiyar i.e. www.gauravkatiyar.in and given the identification no GK/IP/148/002.

For the purpose of identification of eligible allottees, a list of 148 allottees is also annexed herewith and marked as Annexure-A.

It is also hereby clarified that the terms and conditions are based on the affidavit dated 10.01.2020 filed by the builder/promoter and draft has been finalized by IRP after due deliberation and consultation with the R.G. Luxury Homes Buyers Association.

The IRP will also arrange the necessary facilities to give unqualified, unequivocal and absolute acceptance to the proposal through electronic mode.

The mode of acceptance is only through electronic mode as facilitated by the IRP. Acceptance to the proposal given by the allottee by any other mode shall not be treated as valid acceptance for the purpose of this contract.

This proposal shall remain open and valid from Friday 17.01.2020, 02:00 P.M. till Sunday, 20.01.2020, 06:00 A.M. only. After the expiry of aforesaid period the offer will be lapse automatically.

Any acceptance after this offer period shall not be binding on the company. Allottees are advised to read the terms and conditions of the proposal carefully.

The main purpose of the proposal is to arrange the 100% principal debt due to 148 allottees, without any haircut during the Corporate Insolvency Resolution Process of the Corporate Debtor.

After accepting the terms and conditions of the proposal, the Company, builder/promoter and buyer/allottee will enter into legally binding e-contract in terms of Indian Contract Act, 1872.

It is also clarified that this proposal is also made to person who before the commencement of Insolvency Proceedings was the allottee and subsequently the allotment was cancelled or surrendered for any reason whatsoever, he will be treated as third Party/Buyer/Allottee only and only for the purpose of this agreement.

Warm Regards

Office of IRP of
M/s. Rajesh Projects (India) Private Limited
IBBI Registration No.: IBBI/IPA-001/IP-P00209/2017-18/10409
Address: D-32, East of Kailash, New Delhi - 110065(L) 011 4905 0107
URL: www.gauravkatiyar.in

Date : 17.01.2020
Place : New Delhi

ANNEXURE-A

S.No.	Name of Creditor	Unit no.	Remarks
1	Brijraj Singh	E-1904	Financial creditor- In class
2	Jayant Tandon	A-1201	Financial creditor- In class
3	Ankur Jain	M-605	Financial creditor- In class
4	Brijesh Kumar Agarwal & Mehak Agarwal	H-1201	Financial creditor- In class
5	Brijesh Kumar Agarwal	E-502	Financial creditor- In class
6	Shikhar Agarwal	C-2108	Financial creditor- In class
7	Bharti Saxena	D-1107	Financial creditor- In class
8	Joginder Singh	A-705	Financial creditor- In class
9	Sachin Gupta & Preeti Gupta	D-2208	Financial creditor- In class
10	Rajesh Kumar Agarwal & Sudha Agarwal	H-1202	Financial creditor- In class
11	Rohin Rampal Sharma	B-1906	Financial creditor- In class
12	Rohit Gupta	A-105	Financial creditor- In class
13	Deboleena Jain	A-2808	Financial creditor- In class
14	Ekta Agarwal & Lalit Agarwal	K-506	Financial creditor- In class
15	Hemant Kumar	G-1503	Financial creditor- In class
16	Himan Ghosh & Nanda Ghosh	D-402	Financial creditor- In class
17	Kundan Singh & Niharika	G-502	Financial creditor- In class
18	Rajesh Arora & Seema Arora	A -1403	Financial creditor- In class
19	Roopak Sharma	C-1505	Financial creditor- In class
20	Satinder Kumar Joshi & Kamal Joshi	A-1103	Financial creditor- In class
21	Virendra Nath Mishra & Geeta Mishra	E-1506	Financial creditor- In class
22	Vishnu Kant Agrawal	B-407	Financial creditor- In class
23	Aarti Gupta	F-505	Financial creditor- In class
24	Gaurav Nalwa & Meena Nalwa	A-2708	Financial creditor- In class
25	S.S. Rajput & Manju Rajput	K-302	Financial creditor- In class
26	Sachin Sindhu	K-408	Financial creditor- In class
27	Sudhir Kumar Parmar & Anita Parmar	K-202	Financial creditor- In class
28	Lata maji and tanmoy maji	G-803	Financial creditor- In class
29	Alok Aggarwal	H-1402	Financial creditor- In class
30	Amit Shokeen	D-2604	Financial creditor- In class
31	Bijay Kumar & Namrata B. Kumar	F-1904	Financial creditor- In class
32	Renu Agarwal	H-401	Financial creditor- In class
33	Sarojani Singh & Tripuraj Singh	A-2707	Financial creditor- In class
34	Utpal Nandy & Smita Nandy	K-2506	Financial creditor- In class
35	Sushma Srivastava	E-2403	Financial creditor- In class
36	Ashish Kumar Gupta & Pratiksha Gupta	K-407	Financial creditor- In class
37	Sanjiv Jamwal	H-1607	Financial creditor- In class
38	Rajeev Agarwal & Rekha Agarwal	M-1706	Financial creditor- In class
39	Shiladitya Goswami	M-1108	Financial creditor- In class
40	Vipul Kumar	H-2006	Financial creditor- In class
41	Abhishek Awasthi & Smita Awasthi	G-2705	Financial creditor- In class
42	Bindeshwari Kumar & Shobhna Gupta	C-707	Financial creditor- In class
43	Preeti Kansal & Sandeep Kansal	G-2501	Financial creditor- In class
44	Sarwat Chishti	H-604	Financial creditor- In class
45	Sumit Singh & Bhikam Singh & Vaikunthi Devi	A -1008	Financial creditor- In class
46	Tanuja Sharma	A -2504	Financial creditor- In class
47	Parmod Kumar Garg	A-702	Financial creditor- In class
48	Sweta Gupta	A-907	Financial creditor- In class
49	Rajendra Prasad Srivastava & Rohit Srivastava	A-2206	Financial creditor- In class
50	Nidhi Bansal & Saurabh Bansal	A-1508	Financial creditor- In class

51	Arvind Kumar Gupta & Nisha Prasad	H-2807	Financial creditor- In class
52	Naresh Kumar Sharma	H-2108	Financial creditor- In class
53	Rakesh	A-2402	Financial creditor- In class
54	Vishal Dhamija & Dr. Poonam Dhamija	D-402	Financial creditor- In class
55	Gaurav Bansal	A-2405	Financial creditor- In class
56	Om Prakash	H-808	Financial creditor- In class
57	Vijay Kumar Reddy	B-2504	Financial creditor- In class
58	Sushil Kumar Arora & Anita Arora	D-2501	Financial creditor- In class
59	Sushil Kumar Arora & Anita Arora	H-2203	Financial creditor- In class
60	Meenu Bhasin & Avneet bhasin	E-1803	Financial creditor- In class
61	Jagan Nath Singhla & Sons (Huf)	K-605	Financial creditor- In class
62	Kripa Shankar Shukla	H-1503	Financial creditor- In class
63	Prabhat Dubey & Manisha Gupta	H-505	Financial creditor- In class
64	Pratiman Tiwari	B-2403	Financial creditor- In class
65	Praveen Kumar Gupta & Rashmi Gupta	C-2406	Financial creditor- In class
66	Rajesh Khanna	H-2805	Financial creditor- In class
67	Rajesh Khanna	H-2505	Financial creditor- In class
68	Rajesh Maheshwari & Reena Maheshwari	D-1703	Financial creditor- In class
69	Savitri Varshney & Himanshu Varshney	E-1106	Financial creditor- In class
70	Shaily Malhotra & Sudesh Kumari Malhotra	H-803	Financial creditor- In class
71	Sunanda Kapoor & Deepak Kumar Kapoor	H-1404	Financial creditor- In class
72	Tushar Bakshi	M-1502	Financial creditor- In class
73	Abhimanyu Kadian & Ivneet Kaur	H-1406	Financial creditor- In class
74	Anuj Kumar Goel	B-101	Financial creditor- In class
75	Ashish Makhija & Yogesh Chandra Makhija	M-1407	Financial creditor- In class
76	Babita Gupta & Manoj Kumar	A-1207	Financial creditor- In class
77	Priyanka Gupta & Tushar Bhandari	H-2705	Financial creditor- In class
78	Bhakti Raj & Poonam Raj	B-2106	Financial creditor- In class
79	Meeta Naskar & Ganesh Chandra Naskar	H-1103	Financial creditor- In class
80	Mukesh Sagar	M-1806	Financial creditor- In class
81	Nishant Srivastava	K-1707	Financial creditor- In class
82	Prateesh Satsangi	A-2204	Financial creditor- In class
83	Ruby	F-1706	Financial creditor- In class
84	Vipul Gupta & Madhu Gupta	B-107	Financial creditor- In class
85	Anita Goyal	L-3003	Financial creditor- In class
86	Ayush Bhatteja & Rashmi Bhatteja	C-302	Financial creditor- In class
87	Barinder Singh	M-1501	Financial creditor- In class
88	Prashant Gupta & Deepika Gupta	D-2503	Financial creditor- In class

89	Prashant Gupta	D-2508	Financial creditor- In class
90	Prashant Gupta	L-411	Financial creditor- In class
91	Rajesh Kher	H-606	Financial creditor- In class
92	Sangeeta Rustagi & Vikas Rustagi	H-1003	Financial creditor- In class
93	Sonia Aggarwal	C-2603	Financial creditor- In class
94	Dharamveer Singh Panwar & Rajneah Panwar	H-1401	Financial creditor- In class
95	Dharamveer Singh Panwar & Rajneah Panwar	L-2009	Financial creditor- In class
96	Jai Pal Singh & Pinkey Singh	K-1203	Financial creditor- In class
97	Ashish Gupta	H-2201	Financial creditor- In class
98	Mukul Kumar	A-1106	Financial creditor- In class
99	Mulk Raj Singh & Swati Singh	E-1403	Financial creditor- In class
100	Neelam Bala Mehta & Nand Kishore Mehta	A-2106	Financial creditor- In class
101	Praveen Kumar	D-2603	Financial creditor- In class
102	Ruby Nagpal & Tarun Nagpal	H-12A02	Financial creditor- In class
103	Rajib Dutta	M-2402	Financial creditor- In class
104	Loknath Deepak & Anita Mehrotra	F-1506	Financial creditor- In class
105	Sunny Singh	K-1105	Financial creditor- In class
106	Shishir Shukla & Kaveri Shukla	B-702	Financial creditor- In class
107	Ankur Sharma	K-307	Financial creditor- In class
108	Amit Singhal	M-1508	Financial creditor- In class
109	Saket Jain	M-2903	Financial creditor- In class
110	Nandlal Sharma	H-502	Financial creditor- In class
111	Rekha Bahl & Vinod Kumar Bahl	E-1804	Financial creditor- In class
112	Prashant Kumar	E-1605	Financial creditor- In class
113	Harpreet Kaur	K-1006	Financial creditor- In class
114	Ashish Bhardwaj & Prerna Bhardwaj	H-601	Financial creditor- In class
115	Kushal Kumar Bahl & Anjali Bahl	D-2107	Financial creditor- In class
116	Disha Agrawal & Nandini Agarwal	A-1606	Financial creditor- In class
117	Surya Shankar Banerji & Jayanti Banerji	B-1904	Financial creditor- In class
118	Ajit Kumar	E-1501	Financial creditor- In class
119	Prateek Sharma	A-403	Financial creditor- In class
120	Ajay Singh	A-305	Financial creditor- In class
121	Rajasha Kumar	H-1101	Financial creditor- In class
122	Satyendra Kumar Mishra & Kunwar Narayan Mishra	A-1807	Financial creditor- In class
123	Bhasker Jaggi	K-2601	Financial creditor- In class
124	Raman Gupta	E-903	Financial creditor- In class
125	Ranjan Kumar Biswas	K-206	Financial creditor- In class
126	Orion Tech Service Pvt Ltd	N.A.	Financial creditor
127	Umesh Narang	N.A.	Financial creditor
128	Morgan Asia Limited	N.A.	Financial creditor
129	Nitin Jain	N.A.	Financial creditor
130	Neena Behl, Anil Behl & Monica Behl	N.A.	Financial creditor
131	Ankit Behl Aman Behl Monica Behl	N.A.	Financial creditor
132	Rameshwar Jaiswal	N.A.	Financial creditor
133	Udayan Kapur	N.A.	Financial creditor
134	Armaan Kapur	N.A.	Financial creditor

135	Kusum Wadhwa	N.A.	Financial creditor
136	Krishan Lal Wadhwa	N.A.	Financial creditor
137	Chandrika Wadhwa	N.A.	Financial creditor
138	Mukut Enterprises Private Limited	N.A.	Financial creditor
139	Prime Hortiagro Exports Private Limited	N.A.	Financial creditor
140	Tulip Associates Private Limited	N.A.	Financial creditor
141	Mukut Finvest & Properties Private Limited	N.A.	Financial creditor
142	Ford AsiaTrading Private Limited	N.A.	Financial creditor
143	Safetach Multitrade Private Limited	N.A.	Financial creditor
144	Raksun Tradex Private Limited	N.A.	Financial creditor
145	Silver Jubilee Tradexim P. Ltd.	N.A.	Financial creditor
146	Krska Capital Private Limited	N.A.	Financial creditor
147	Lakshmi Hydro Products P. Ltd.	N.A.	Financial creditor
148	Subhash Chander Pahwa	N.A.	Financial creditor

THIS ELECTRONIC AGREEMENT made this _____ day of January, 2019
at Delhi between:

Rajesh Projects (India) Private Limited through Mr. Gaurav Katiyar, Interim Resolution Professional of M/s. Rajesh Projects (India) Private Limited appointed by Hon'ble National Company Law Tribunal, Principal Bench (herein after referred to as First Party/Company/Corporate Debtor)

AND

Mr. Rajesh Goyal Ex-Director and promoter of M/s. Rajesh Projects (India) Private Limited (herein after referred to as Second Party/Builder/Promoter/Appellant)

AND

Mr/Mrs./M/s. _____, buyer(s)/allottee(s) to the real estate project of M/s. Rajesh Projects (India) Private Limited who are asking for refund. (herein after referred to as third Party/Buyer/Allottee) It is also clarified if a person before the commencement of Insolvency Proceedings was the allottee and subsequently the allotment was cancelled or surrendered for any reason whatsoever, he will be treated as third Party/Buyer/Allottee for the purpose of this agreement;

is being executed knowingly and voluntarily and without any pressure and coercion from any corner with a view to entering into mutually agreed settlement and therefore bring down the following terms and conditions of the settlement through this contract to avert any dispute, misunderstanding and

conflict of interest at later stage of the Corporate Insolvency Resolution Process ordered by Hon'ble National Company Law Tribunal, Principal Bench.

WHEREAS Rajesh Projects (India) Private Limited is engaged in into the business of real estate

AND WHEREAS Rajesh Projects (India) Private Limited through its directors launched the real estate project namely "RG Luxury Homes" situated at Plot No-GH-07 A Sector-16B, Greater Noida, Gautam Budh Nagar, U.P. and the said project is spread over 74731.24 Sq. mtrs. Land (herein after referred to as Project/Real Estate Project).

AND WHEREAS the aforesaid project got prompt response from the buyers and out of 9 towers consisting 1,920 flats, aggregating 1,715 under construction flats were sold by the company from time to time.

AND WHEREAS the company entered into standard form builder buyer agreement with the customers of 1,715 under construction flats and specific unit in the aforesaid project was allotted by the company from time to time

AND WHEREAS builder buyer agreement provides the detailed terms and conditions, inter alia, the time limit for completion of project by the builder and payment of consideration by the buyer/allottees

AND WHEREAS the builder is failed to meet the timeline mentioned in the builder buyer agreement

AND WHEREAS few allottees filed the IB petition No- before the Hon'ble National Company Law Tribunal, Principal Bench

AND WHEREAS few allottees filed the Company petition No- (IB)-710(PB)/2019 before the Hon'ble National Company Law Tribunal, Principal Bench which was admitted vide order dated 19.09.2019 and Mr. Gaurav Katiyar, Insolvency Professional was appointed as Interim Resolution Professional of the company

AND WHEREAS against the aforesaid order passed by the Hon'ble National Company Law Tribunal, Principal Bench, the promoter of the company filed the appeal before Hon'ble National Company Law Appellate Tribunal bearing Company Appeal (AT) (Insolvency) 1056 of 2019

AND WHEREAS before Hon'ble National Company Law Appellate Tribunal bearing Company Appeal (AT) (Insolvency) 1056 of 2019 the promoter/appellant/builder from time to time filed various affidavits, narrating inter-alia, the terms and conditions and time limit for completion of the aforesaid project

AND WHEREAS finally on 10.01.2020 the promoter/appellant/builder filed detailed affidavit, narrating inter-alia, the terms and conditions and time limit for completion of the aforesaid project before Hon'ble National Company Law Appellate Tribunal bearing Company Appeal (AT) (Insolvency) 1056 of 2019

AND WHEREAS Hon'ble National Company Law Appellate Tribunal vide order dated 13.01.2020 directed the promoter/appellant/builder to file affidavit

enclosing the copy of terms of settlement, if any, reached with IRP/Insolvency Professional on behalf of allottees

AND WHEREAS Interim Resolution Professional/ Resolution Professional derives its powers and duties from the Insolvency and Bankruptcy Code, 2016 and rules and regulations made there under

AND WHEREAS Interim Resolution Professional has no direct power under the provisions of the Insolvency and Bankruptcy Code, 2016 to enter into settlement agreement with the promoter/appellant/builder on behalf of allottees

AND WHEREAS section 20(2)(b) of the Insolvency and Bankruptcy Code, 2016 empowers the Interim Resolution Professional to enter into contracts on behalf of the corporate debtor (i.e. company) or to amend, or modify the contract or transactions which were entered into before commencement of Corporate Insolvency Resolution Process

NOW TO COMPLY THE DIRECTIONS GIVEN BY HON'BLE NCLAT, TO FACILITATE THE SETTLEMENT PRINCIPALLY BETWEEN THE BUYERS OF THE COMPANY ASKING REFUND AND THE APPELLANT/BUILDER/PROMOTER AND THIS AGREEMENT OF IS WITNESSETH AS UNDER:

APPLICABILITY OF THIS AGREEMENT VIS A VIS OLD AGREEMENT IF ANY OR ANY UNDERSTANDING BETWEEN THE PARTIES

1. This agreement will override and supersede all the previous settlements and agreements if made, or any informal understanding between the parties. Therefore upon execution of this refund, all the previous settlements and written agreements or any informal understanding between the parties will stand as null and void.

TIME FRAME FOR REFUND OF MONEY TO ALLOTTEES SEEKING FOR REFUND

2. The second party under the direct supervision of the first party will be refund the money to third party/allottee/buyer within an outer time period of 180 days per following schedule:-

S. No.	Percentage (%) of total debt	Time Period for refund of money
1	30% of principal amount	Within 90 days from the permission granted by the Hon'ble NCLAT subject to any unforeseen circumstances
2	70% of principal amount	From 91 to 180 days from the start of work

PROCEDURE OF REFUND IN CASE THIRD PARTY/ALLOTTEE/BUYER HAD TAKEN LOAN FROM BANK/FINANCIAL INSTITUTION/NBFC

3. All the parties to the agreement also understands and agreed that some of the home buyers had taken loan from bank/financial institution/NBFC, in

such case the IRP/RP reserves the power to create the procedure of refund:

- i. to maintain the balance between the Corporate Debtor, third party/allottee/buyer and bank/financial institution/NBFC;
- ii. to ensure repayment of debt of bank/financial institution/NBFC, third party/allottee/buyer; and
- iii. make unit freely available with the Corporate Debtor for further sale.

OTHERS

4. The third party/allottee/buyer understands and agrees that the second party will arrange the principal amount of outstanding debt only.
5. The third party/allottee/buyer also understands and agrees to receive the principal amount in full and final settlement of entire claim and outstanding debt.
6. The third party/allottee/buyer also understands and agrees upon consummation/completion/fulfillment of this agreement the allotment of unit in the project made to third party/allottee/buyer shall stand cancelled without execution of any further documents, deeds or paper in this regard and after cancellation the first party shall have every right to deal with such unit including disposal by way of sale to new customer.
7. All the parties to the agreement also understand and agree that after arranging the entire payment due as per this agreement, this agreement

stands consummated/completed/fulfilled and third party/allotee/buyer shall not have any right against first party or second party.

MISCELLANEOUS

8. It has been mutually agreed between the parties and admitted by all the parties to the agreement that nothing mentioned in this agreement shall give any right or cause of action to any party to sue for damages or otherwise as the main purpose of this agreement is to enter into mutually agreed settlement and bring an amicable solution to arrange the 100% principal debt due to third party/allotee/buyer, without any haircut during the Corporate Insolvency Resolution Process of the Corporate Debtor.

In witness whereof the parties have electronically accepted the terms of this agreement on the _____ day, January and 2020

Note: Signatories to the agreement will identified by the e-mail ids registered with IRP.

INSTRUCTIONS FOR E-ACCEPTANCE:

- i. **START AND END TIME:** The e-acceptance window will be open for eligible participants on **Friday, 17th day of January, 2020 (2:00 PM IST)** and shall close on **Monday, 20th day of January, 2020 (06:00 AM IST)**. During this period, IRP will provide the eligible participants the platform through which eligible participants can cast their acceptance electronically. The e-acceptance module shall be disabled by Right2Vote for voting after 06:00 A.M. on 20.01.2020.
- ii. **WEBSITE LINK:** The eligible participants should log on to the e- acceptance website <https://right2vote.in/login/> during the acceptance 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 by the IRP for e- acceptance.
- iv. **PASSWORD:** Press GET OTP. OTP (One Time Password) will be electronically delivered by the server of Right2Vote on your Email as notified by IRP. The OTP is the password. Once you enter the OTP and press Sign In, you would be logged in.
- v. **ACCEPTANCE PAGE:** Once logged in, you would be directed to MY POLL INVITE page. Here you can see the poll from the Company listed. Click on the poll and you will be taken to acceptance page.
- vi. **OPTIONS:** On the acceptance page, you will see all the items to be voted upon. Against the item, following options would be available:
 - a. I AGREE
 - b. I DISAGREE

Select the option I AGREE or I DISAGREE, as desired by you. The option I AGREE means FREE CONSENT to the terms and condition to the PROPOSAL and option I DISAGREE means DISSENT to the terms and condition to the PROPOSAL and shall have grammatical meaning and be construed accordingly. Wherever word POLL shall construe OFFER to terms and conditions as mentioned in the proposal.

- vii. **CONFIRMATION:** After selecting the desired 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. **ACCEPTANCE RECORD:** You can anytime check what you voted or how your vote has been recorded by clicking on > on MY POLL INVITE 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

Notes:

1. **Please note the option once casted cannot be changed by the participants.**
2. **Eligible participants are requested to cast their option well within time without waiting for last minute.**
3. **Option casted through e-mail or other than e-voting portal provided by the IRP shall NOT be considered or counted by the IRP.**
4. Eligible participants will also receive an INVITE mail from Right2Vote on their registered email ID and the mail will have the link, user ID and other details mentioned for the ease of reference. Do not try to log in with mobile number if you have received the invite on the email.
5. Aforesaid process is also demonstrated in the video having URL:

Tutorial: How to vote in Right2Vote :
<https://www.youtube.com/watch?v=-kxS1BBQuHg>