

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OS B 5/2021)

In the Matter of Part 14 of the Insolvency, Restructuring and Dissolution Act 2018, the Insolvency, Restructuring and Dissolution (Personal Insolvency) Rules 2020 and the Insolvency, Restructuring and Dissolution (Voluntary Arrangements) Regulations 2020

And

In the matter of **CHEN QINGZHONG**
(NRIC No. S6977211J)

...Applicant

NOTICE OF MEETING

I. DATE, TIME AND VENUE OF ADJOURNED VA MEETING

1. **NOTICE** is hereby given pursuant to an Order of Court dated 18 May 2021, a meeting of the creditors of **CHEN QINGZHONG** (“**Debtor**”) will be convened on 18 June 2021, 2.30 p.m. and will be held by electronic means (“**Adjourned VA Meeting**”). The creditors will convene for the purpose of considering and, if thought fit, approving (with or without modifications) the voluntary arrangement dated 30 March 2021 (“**Voluntary Arrangement**”), read with an Addendum proposed by the Debtor to his creditors (collectively “**Revised Voluntary Arrangement**”).
2. The Adjourned VA Meeting shall be held in accordance with the requirements in Section 27 of the COVID-19 (Temporary Measures) Act 2020 and the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings) (Bankruptcy) Order 2020.
3. Arrangements relating to attendance at the Adjourned VA Meeting to be held by electronic means can be found in Clause 11.9 of the Revised Voluntary Arrangement. Creditors who wish to attend the meeting are required to pre-register by writing to the Nominee at limht@aag-ca.com, before 16 June 2021, 5.00 p.m., containing their particulars with the subject header “Chen Qingzhong – Registration for Meeting”. Upon successful authentication, creditors will receive email instructions to access the meeting.
4. Unless otherwise stated by the Nominee, creditors who have pre-registered for the meetings on 1 April 2021, 2.30 p.m. and 11 May 2021, 2.30 p.m. are required to pre-register again if they wish to attend the Adjourned VA Meeting.

II. CHAIRPERSON OF THE ADJOURNED VA MEETING

5. Pursuant to Regulation 12(1) of the Insolvency, Restructuring and Dissolution (Voluntary Arrangements) Regulations 2020 (“**Regulations**”), the Nominee, Mr. Abuthahir Abdul Gafoor of AAG Corporate Advisory Pte Ltd, shall be the chairperson of the Adjourned VA Meeting.

III. DOCUMENTS FOR CREDITORS

6. The Voluntary Arrangement, Modified Proposal dated 30 March 2021 and related documents required to be furnished under Regulation 11 of the Regulations are incorporated and forms part of this notice. These documents have been sent to the creditors in the earlier notices of meeting and can be found in this link <https://drewnapier.sharefile.com/d-sd7625c6c3a524ffb82154b777b61d3a2>.
7. Copies of the Addendum shall be sent to the creditors shortly, and/or added to the link above.

IV. VOTING FOR THE ADJOURNED VA MEETING

8. In order to vote at the Adjourned VA Meeting, a creditor must have submitted a duly executed proof of debt by 27 April 2021, 5.00 pm and submit a proxy form in a manner set out in paragraph 10 below.
9. If a majority in number and at least three-fourths in value of the creditors of the Debtor voting by proxy at the Adjourned VA Meeting agree to the Revised Voluntary Arrangement, with or without modification (provided that such modification shall be subject to the Debtor’s consent), such Revised Voluntary Arrangement shall be binding on all the creditors of the Debtor.

V. DEADLINE FOR SUBMISSION OF PROXY FORM

10. The Nominee requests that the following documents be submitted to 144 Robinson Road #14-02, Robinson Square Singapore 068908 (Attn: Mr Abuthahir s/o Abdul Gafoor and Mr Lim Hoon Tong):

S/N	Document	Deadline	Note
1.	Duly executed proxy form	16 June 2021, 5.00 p.m.	Please use the form in Annex B of this notice. Unless otherwise stated by the Nominee, you are required to submit a new proxy form even if you have previously submitted one.

			The proxy form may also be submitted by way of email to limht@aag-ca.com .
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VI. SECTION 282(1) OF IRDA AND REGULATION 14

11. In compliance with Regulation 11 (4) of the Regulations, the Nominee wishes to draw the creditors' attention to Section 282(1) of Insolvency, Restructuring and Dissolution Act 2018 ("IRDA") and Regulation 14 of the Regulation, which are reproduced at Annex A.

Dated this 4th day of June 2021

Abuthahir Abdul Gafoor
Nominee
for CHEN QINGZHONG
c/o AAG Corporate Advisory Pte Ltd
144 Robinson Road #14-02, Robinson Square Singapore 068908

ANNEX A

The Insolvency, Restructuring and Dissolution Act 2018

Decision of creditors' meeting

282.—(1) A creditors' meeting summoned under section 281 may, if the meeting thinks fit, by special resolution resolve to approve the proposed voluntary arrangement, whether with or without modification.

The Insolvency, Restructuring and Dissolution (Voluntary Arrangements) Regulations 2020

Proceedings of creditors' meeting

14.—(1) A resolution proposed at a creditors' meeting (other than one to approve a proposed voluntary arrangement or any modification to a proposed voluntary arrangement) may be approved by ordinary resolution.

(2) In the following cases, the chairperson of a creditors' meeting must leave out of account a creditor's vote (or any part of the vote) in a creditors' meeting in respect of any claim (or any part of the claim):

- (a) where written notice of the claim was not given to the chairperson of the creditors' meeting before or at the creditors' meeting;
- (b) where the claim (or any part of the claim) is secured;
- (c) where the claim (or any part of the claim) is in respect of a debt wholly or partly on, or secured by, a current bill of exchange or promissory note, unless the creditor is willing to —
 - (i) treat the liability of every person (being a person against whom a bankruptcy order has not been made or which has not gone into liquidation) who is liable on the bill or note antecedently to the debtor as security in the creditor's hands; and
 - (ii) estimate the value of the security and deduct it from the creditor's vote for the purpose of entitlement to vote at the creditors' meeting (but not of any distribution under the arrangement).

(3) Any decision of the chairperson of a creditors' meeting under paragraph (2) is subject to appeal to the Court by any creditor or the debtor in question.

(4) If the chairperson of a creditors' meeting is in doubt whether a creditor's claim (or any part of the claim) should be left out of account, the chairperson must mark a creditor's claim (or any part of the claim) as objected to and allow the vote to be taken into account, subject to the vote (or any part of the vote) being subsequently taken out of account if the objection to the claim is sustained.

(5) If the chairperson of a creditors' meeting uses a proxy contrary to regulation 12(2), the chairperson's vote with that proxy is to be left out of account.

ANNEX B

PROXY FORM

To be used for a meeting of the Creditors and/or at any adjournment thereof

I, [*name of creditor*] _____

of [*address of creditor*] _____

HEREBY APPOINT [*name of proxy*] _____

Of failing which, the chairperson of the meeting, as our proxy to attend and vote on our behalf, at the meeting to be held on 18 June 2020, 2.30 pm. The proxy hereby appointed is authorised generally and to vote only as hereunder indicated.

VOTE¹

If you wish to vote for this voluntary arrangement, please place a tick “✓” in the box marked “**FOR THE REVISED VOLUNTARY ARRANGEMENT**”. If you wish to vote against the voluntary arrangement, please place a tick “✓” in the box marked “**AGAINST THE REVISED VOLUNTARY ARRANGEMENT**”.

FOR THE REVISED VOLUNTARY ARRANGEMENT	AGAINST THE REVISED VOLUNTARY ARRANGEMENT

Dated this day of _____,

Authorised signature of Creditor:

Note:

1. This section may be amended from time to time to allow the Creditor to state its vote for each resolution to be passed at the meeting at which this Proxy Form shall apply.

IMPORTANT: PLEASE READ THE NOTES BELOW CAREFULLY BEFORE COMPLETING THE PROXY FORM

Notes:

1. In a physical meeting, a Creditor may appoint any natural person (including the chairman of the meeting) as a proxy, and may appoint only one such person as a proxy. The person who is appointed as a proxy need not be a Creditor but must attend the meeting of Creditors in person to represent the appointor.
2. In an electronic meeting a Creditor must appoint the chairman of the meeting as proxy, in order to exercise its vote at the electronic meeting.
3. Any alteration made in the instrument appointing a proxy must be initialled by the appointor.
4. The instrument appointing a proxy must be deposited at the Specified Address of the Nominee **NO LATER THAN** 16 June 2021, 5.00 pm or such other date as set out in the notice sent under Clause 11.2.
5. Where the Creditor is a natural person, the instrument appointing a proxy must be under the hand of the appointor or under the hand of his duly authorised attorney. Where the Creditor is a corporation, the instrument appointing a proxy must have the common seal of the corporation affixed thereto or be executed under the hand of the corporation's duly authorised attorney. If the corporation does not have a common seal, the instrument appointing a proxy must be executed in the manner set out in the corporation's constitution for the execution of documents as a deed. In the case of a proxy executed by a Creditor's duly authorised attorney, sufficient evidence of the attorney's due authority must accompany the proxy form and be deposited together therewith before the time stipulated above.
6. A Creditor which is a corporation may authorise by resolution of its directors or other governing organ such persons as it thinks fit to act as its representative in accordance with its constitutional documents.
7. The Debtor or the Nominee shall be entitled to reject any instrument appointing a proxy if it is incomplete, illegible, fails to comply with these notes or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy.
8. The Creditor that submits this Proxy Form represents, warrants and undertakes to the Debtor and the Nominee that any personal data of any individual provided has been obtained with such individual's consent and hereby consents on behalf of such individual to the collection, use and disclosure of his personal data by the Debtor and the Nominee (and any of their respective officers), in each case, in accordance with the provisions of the Personal Data Protection Act 2012 (No. 26 of 2012). Any consent given hereunder in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of the Revised Voluntary Arrangement. For the purposes hereunder, "personal data" has the meaning ascribed to it in the Personal Data Protection Act 2012 (No. 26 of 2012).