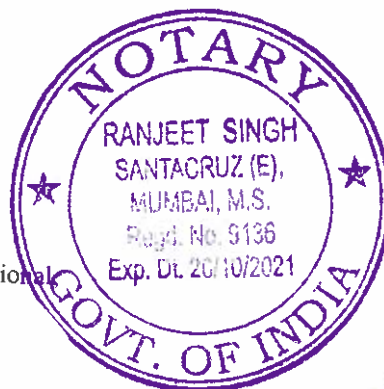


FORM C
SUBMISSION OF CLAIM BY FINANCIAL CREDITORS

(Under Regulation 8 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

From
Edelweiss Asset Reconstruction Company Limited
Acting in its capacity as Trustee of EARC Trust SC 49,
At Edelweiss House, Off CST Road,
Kalina, Mumbai-400098

15.10.2019



To
The Interim Resolution Professional / Resolution Professional

Mr. Pankaj Srivastava

G02, Kundur Park, Amruthalli Jakkur Main Road,

Jakkur, Bangalore- 560066

rpal@paisri.com

Registration Number: IBBI/IPA-001/IP-P00245/2017-2018/10474

Subject: Submission of claim and proof of claim.

Madam/Sir,

Edelweiss Asset Reconstruction Company Limited, acting in its capacity as Trustee of EARC Trust SC 49, hereby submits this proof of claim in respect of the corporate insolvency resolution process in the case of M/s Sagar Power (Neerukatte) Private Limited. The details for the same are set out below:

Relevant Particulars									
1.	Name of the financial creditor	Edelweiss Asset Reconstruction Company Limited (Edelweiss ARC), acting in its capacity as Trustee of EARC Trust SC 49 (Assignee of UCO Bank vide Assignment Agreement dated June 30, 2014).							
2.	Identification number of the financial creditor (If an incorporated body, provide identification number and proof of incorporation. If a partnership or individual provide identification records* of all the partners or the individual)	U67100MH2007PLC174759 as per Certificate of Incorporation dated October 5, 2007.							
3.	Address and email address of the financial creditor for correspondence	Edelweiss House, Off C.S.T Road, Kalina, Mumbai Maharashtra- 400098 Email Address: Sandip.Pradhan@edelweissfin.com ; Rishabh.Jhabak@edelweissfin.com Neha.Pathak@edelweissfin.com ; Jahanvi.Agrawal@edelweissfin.com							
4.	Total amount of claim (including any interest as at the insolvency commencement date)	RS. 25,86,24,396/- (RUPEES TWENTY FIVE CRORE EIGHTY SIX LAKHS TWENTY FOUR THOUSAND THREE HUNDRED AND NINETY SIX ONLY) AS ON SEPTEMBER 27, 2019.							
5.	Details of documents by reference to which the debt can be substantiated	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Particulars</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Annexure 1</td> <td>30.06.2014</td> </tr> </tbody> </table>	Sr. No.	Particulars	Date	1	Annexure 1	30.06.2014	
Sr. No.	Particulars	Date							
1	Annexure 1	30.06.2014							





Relevant Particulars

	Copy of the Registered Assignment Agreement executed between UCO Bank and Edelweiss ARC	
2	Annexure 2 Loan Agreement	10.01.2009
3	Annexure 3 Security Agent Agreement	10.01.2009
4	Annexure 4 Lenders Agent Agreement	10.01.2009
5	Annexure 5 Board Resolution of the Corporate Debtor	05.01.2009
6	Annexure 6 Funded Interest Term Loan Agreement	18.11.2010
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11	Annexure 11 Sanction letter issued by UCO Bank	29.12.2008
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18	Annexure 18 Statement of Account of the Financial Creditor	-----
19	Annexure 19 Copy of Certificate under Bankers Books Evidence Act, 1891	-----
20	Annexure 20 Board Resolution of the Authorised Signatory of the Financial Creditor	13.08.2019

6. Details of how and when debt incurred

Disbursements were made by UCO bank (assignor of Edelweiss ARC) as follows:





Relevant Particulars																													
	<table border="1"> <thead> <tr> <th colspan="2">TL 06230610002803</th> </tr> <tr> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>20-JAN-2009</td> <td>50,00,000</td> </tr> <tr> <td>24-JAN-2009</td> <td>2,00,00,000</td> </tr> <tr> <td>29-JAN-2009</td> <td>1,50,00,000</td> </tr> <tr> <td>05-FEB-2009</td> <td>2,00,00,000</td> </tr> <tr> <td>18-FEB-2009</td> <td>10,00,000</td> </tr> <tr> <td>05-MAR-2009</td> <td>70,00,000</td> </tr> <tr> <td>31-MAR-2009</td> <td>20,00,000</td> </tr> <tr> <td>TOTAL</td> <td>7,00,00,000</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">FITL 06230610004296</th> </tr> <tr> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>31-MAR-2010</td> <td>40,46,000</td> </tr> <tr> <td>TOTAL</td> <td>40,46,000</td> </tr> </tbody> </table>	TL 06230610002803		DATE	AMOUNT	20-JAN-2009	50,00,000	24-JAN-2009	2,00,00,000	29-JAN-2009	1,50,00,000	05-FEB-2009	2,00,00,000	18-FEB-2009	10,00,000	05-MAR-2009	70,00,000	31-MAR-2009	20,00,000	TOTAL	7,00,00,000	FITL 06230610004296		DATE	AMOUNT	31-MAR-2010	40,46,000	TOTAL	40,46,000
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7. Details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off against the claim	NA																												
8. Details of any security held, the value of the security, and the date it was given	<p>PARTICULARS OF SECURITY HELD, IF ANY, THE DATE OF ITS CREATION, ITS ESTIMATED VALUE AS PER THE CREDITOR.</p> <p>The details of the immovable assets are as follows:-</p> <ul style="list-style-type: none"> All that part and parcel of land admeasuring Acres.0.63 along with buildings constructed thereon, plant and machinery and other fixed assets of 15 MW Hydro power plant, bearing Survey No.463/2, situated at Bajattur Village, Puttur Taluk, South Canara District, Karnataka and bounded by: <ul style="list-style-type: none"> West: Portion of the property sold to Surendranath Reddy in the same SD. East: S. Line South: S.No.463/3 North: S.D.line and Nethravathi River All those pieces and parcel of land admeasuring Acres.10.92 bearing survey Nos.127/1A, 127/1B (3.51 Acres), 128/3A and 126/1B, situated at Golihottu Village, Puttur Taluk, South Canara District, Karnataka, together with all the buildings, structures, sheds, constructed thereon and all the plant and machinery installed thereon. All those pieces and parcel of land belongs to Shri. Manohar Reddy, admeasuring Acres.1.40, bearing Survey Nos.184/1B, 184/2B, 184/1A, 184/2A, 184/1C and 184/2C, situated at Bandaru Village, Belthangady Taluk, South Canara District, together with all the buildings, structures, and sheds constructed thereon and all the plant and machinery installed thereon. 																												



Relevant Particulars

- All those pieces and parcels of land admeasuring Acres. 12.77, bearing Survey Nos.463/4, 463/5, 421/2B, 421/2C, 463/2 and 463/6, situated at Bajattur Village, Uppinangady Hobli, Puttur Taluk, South Canara District, Karnataka, along with buildings constructed thereon, Plant and machinery and other fixed assets of the 15MW Hydro Power Plant.
- All those pieces and parcels of land admeasuring Acres 2.96 in Survey No.128/1, Acres.1.43 in Survey Nos.177/9B, 177/8 and 177/2, Acres.3.39 in Survey Nos.179/1A/1, 179/1B1, 179/2, 178/3A, 178/2B, 177/10BP4, 177/11B and 269/3A and Acres.2.55 in Survey Nos.178/1A and 177/10BP1 totally admeasuring Acres.10.33 in Bandaru Village, Belthangady Taluk, D.K.District, Karnataka, situated within the Puttur Sub Registrar, Benthangady Sub Registrar.
- Extension of Equitable Mortgage of Residential properties bearing villas Nos. N,O,P,Q,S,T,U,V,W,Z situated in part Sy. No.15/4 at Thumbarahalli village in the name of M/s Scope properties Pvt. Ltd

Villa No. (N) Katha No. 85-15/4-2 to 85-15/4-24

East: Private Property
West: Private Property
North: BEML Layout
South: Main Road

Villa No. (O) Katha No. 85-15/4-2 to 85-15/4-24

East: Private Property
North: Private Property
North: Private Property
South: HAL-Whitefield Road

Villa No.(P) Katha No.173-85/15/4

East: Open Area
West: Layout Road
North: Villa (O)
South: Villa (Q)

Villa No.(Q) Katha No.174-85/15/4

East: Open Area
West: Layout Road
North: Villa (P)
South: Villa (R)

Villa No.(S) Katha No.171-85/15/4

East: Open Area
West: Layout Road
North: Villa (R)
South: Villa (T) North: Villa (S)
South: Villa (U)

Villa No.(U) Katha No.168-85/15/4

East: Open Area



Relevant Particulars



West: Layout Road
North: Villa (T)
South: Villa (V)

Villa No.(V) Katha No.170-85/15/4

East: Open Area
West: Layout Road
North: Villa (U)
South: Villa (W)

Villa No.(W) Katha No.167-85/15/4

East: Open Area
West: Layout Road
North: Villa (V)
South: Villa (X)

Villa No.(Z) Katha No.200-85/15/4

East: Open Area
West: Layout Road
North: Villa (Y)
South: Open Space

- Extension of Equitable Mortgage of part and parcel of Property bearing Residential Villa No. 164 constructed on Property No. 17 (Pld Khata No. 47, House List No. 47-17), Khata No. 71 and Property bearing No. 47, Khata No. 164, "Palm Meadows", Nellurahalli Village, K.R.Puram Hobli, Bangalore East Taluk, measuring East to West: 80 ft and North to South:10 ft and bounded on the:
East by: Road
West by: Property No. 47/47-14
North by: Property No. 47/47-20
South by: Property No. 47/47-16

Creation of above securities were recorded vide the following documents:

Sr. No.	Particulars	Date
1	Annexure 21 Memorandum of Entry	10.01.2009
2	Annexure 22 Equitable Mortgage by Deposit of title deeds	15.01.2009
3	Annexure 23 Extension of Equitable Mortgage by Deposit of title deeds	27.02.2009

The details of the movable assets are as follows:-

- All the equipment pertaining to 15 MW (3 units of 5 MW capacity each) Power Plant.
- Power generating plant equipment comprising Turbines and Generators, Speed increasing Gear Boxes, Service Gears, Stop



Relevant Particulars

log Gates, Trash Racks and Hoisting arrangements etc forming part of Electro-,Mechanical and Hydro-Mechanical Equipment, Computerized power plant control system, fire fighting system.

- Balance plant comprising of Auxiliary electrical equipment, auxiliary mechanical equipment, auxiliary mechanical equipment, Electrical transformers, switchyards, Electrostatic precipitator, Power and control cables, cable trays and accessories, power transmission network between power house and KPTCL/MESCOM switchyard, interconnection facilities, plant illumination system, communication system, laboratory equipment, cranes, compressed air system, air conditioned system, hardware, computer software, wiring, pipelines, tanks, electronics spares, machinery spares, tools, meters, motor vehicles and accessories.
- All other present and future plant and machinery of the Company.

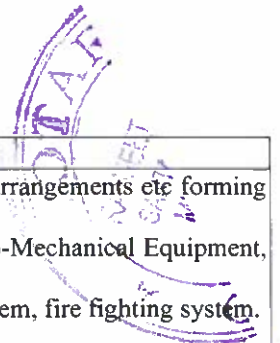
Creation of above securities were recorded vide the following documents:

Sr. No.	Particulars	Date
1	Annexure 24 Unattested Deed of Hypothecation	10.01.2009
2	Annexure 25 Deed of Hypothecation	31.03.2010
3	Annexure 26 Agreement of Hypothecation & Book Debts	31.03.2010
4	Annexure 27 Deed of Hypothecation of Movable Plant and Machinery to secure Term Loan	15.01.2009
5	Annexure 28 Agreement of Hypothecation & Book Debts to secure Term Loan	15.01.2009

The details of Guarantees are as follows:-

The personal and corporate guarantees of the following has been given as a security against the loans sanctioned to the Corporate Debtor: -

- Personal guarantee of Mr. Surendranath Reddy;



Relevant Particulars

- Personal guarantee of Mr. N. Manohar Reddy;
- Personal guarantee of Smt. S Jyoti Reddy;
- Personal guarantee of Smt. N Sharda Reddy;
- Personal Guarantee of Smt. Vineela Reddy;
- Corporate Guarantee of M/s Sai Spurthi Power Private Limited
- Corporate guarantee of New Age Infrastructure Private Limited;
- Corporate Guarantee of M/s Scope Properties Private Limited

Creation of above securities were recorded vide the following documents:

Sr. No.	Particulars	Date
1	Annexure 29 Deed of Personal Guarantee by Mr. Surendranath Reddy, Mr. N Manohar Reddy and Mrs. Jyothi Reddy	10.01.2009
2	Annexure 30 Deed of Personal Guarantee of Mr. N Manohar Reddy	18.11.2010
2	Annexure 31 Deed of Corporate Guarantee of M/s New Age Infrastructure Private Limited	10.01.2009
3	Annexure 32 Deed of Corporate Guarantee of M/s Sai Spurthi Power Private Limited	10.01.2009
4	Annexure 33 Deed of Corporate Guarantee Agreement by M/s New Age Infrastructure Private Limited	18.11.2010
5	Annexure 34 Deed of Corporate Guarantee executed by Scope Properties Private Limited	31.03.2010
6	Annexure 35 Deed of Corporate Guarantee executed by M/s New Age Infrastructure Private Limited	31.03.2010
7	Annexure 36 Personal Guarantee Agreement	22.06.2012
8	Annexure 37 Deed of Personal Guarantee of N Sarada Reddy	31.03.2010
9	Annexure 38 Deed of Personal Guarantee of D Surendranath Reddy	31.03.2010
10	Annexure 39 Deed of Personal Guarantee of N Manohar Reddy	31.03.2010
11	Annexure 40 Deed of Personal Guarantee of Jyothi Reddy	31.03.2010
12	Annexure 41 Deed of Corporate Guarantee of M/s Sai Spurthi Power Private Limited	31.03.2010
13	Annexure 42	31.03.2010



RECEIVED
M/S. SAI SPURTHI POWER PRIVATE LIMITED
HYDRABAD
18/11/2010

Relevant Particulars																			
	<table border="1"> <tr> <td></td> <td>Deed of Personal Guarantee of Smt Vineela Reddy</td> <td></td> </tr> <tr> <td>14</td> <td>Annexure 43 Deed of Personal Guarantee of Smt Jyothi Reddy</td> <td>15.01.2009</td> </tr> <tr> <td>15</td> <td>Annexure 44 Deed of Personal Guarantee of Shri N Manohar Reddy</td> <td>15.01.2009</td> </tr> <tr> <td>16</td> <td>Annexure 45 Deed of Personal Guarantee of Shri D Surendranath Reddy</td> <td>15.01.2009</td> </tr> <tr> <td>17</td> <td>Annexure 46 Deed of Guarantee of Smt Sarada Reddy</td> <td>15.01.2009</td> </tr> <tr> <td>18</td> <td>Annexure 47 Deed of Guarantee of Vineela Reddy</td> <td>15.01.2009</td> </tr> </table>		Deed of Personal Guarantee of Smt Vineela Reddy		14	Annexure 43 Deed of Personal Guarantee of Smt Jyothi Reddy	15.01.2009	15	Annexure 44 Deed of Personal Guarantee of Shri N Manohar Reddy	15.01.2009	16	Annexure 45 Deed of Personal Guarantee of Shri D Surendranath Reddy	15.01.2009	17	Annexure 46 Deed of Guarantee of Smt Sarada Reddy	15.01.2009	18	Annexure 47 Deed of Guarantee of Vineela Reddy	15.01.2009
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10.	List of documents attached to this claim in order to prove the existence and non-payment of claim due to the financial creditor	Same as documents mentioned and referred to in Point 5 and Point 8 above.																	
<p>(Signature of financial creditor or person authorised to act on his behalf) [Please enclose the authority if this is being submitted on behalf of the financial creditor]</p> <p>Name in BLOCK LETTERS: SANDIP PRADHAN</p> <p>Position with or in relation to creditor- ASSOCIATE DIRECTOR</p> <p>Address of person signing: Official Address- Edelweiss Asset Reconstruction Company Limited, Edelweiss House, 3rd Floor, off CST Road, Kalina, Mumbai-400098 Residential Address: Kalpataru Tower, Akurli Road, Kandivali East, Mumbai</p>																			

*PAN number, passport, AADHAAR Card or the identity card issued by the Election Commission of India.

DECLARATION

I, Sandip Pradhan, currently residing at Mumbai, do hereby declare and state as follows: -

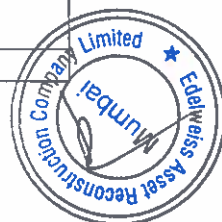
1. Sagar Power (Neerukatte Private Limited), the corporate debtor was, at the insolvency commencement date, being the 27th Day of September 2019 actually indebted to me for a sum of Rs. Rs. 25,86,24,396/- (Rupees Twenty Five Crore Eighty Six Lakhs Twenty Four Thousand Three Hundred and Ninety Six Only)
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:-



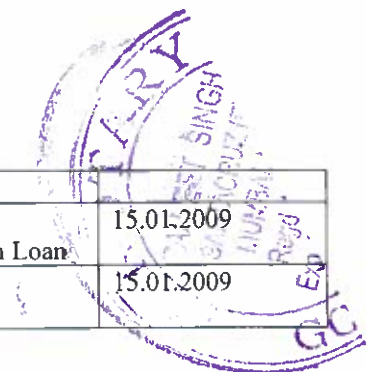
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Security Documents

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3. The said documents are true, valid and genuine to the best of my knowledge, information and belief and no material facts have been concealed therefrom.
4. In respect of the said sum or any part thereof, neither I, nor any person, by my order, to my knowledge or belief, for my use, had or received any manner of satisfaction or security whatsoever, save and except the following:
[Please state details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off against the claim].



5. I am / I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.
6. I am eligible to join committee of creditors by virtue of proviso to section 21 (2) of the Code even though I am a related party of the corporate debtor.

Date: 15.10.2019
Place: Mumbai



(Signature of the claimant)

[Handwritten Signature]

VERIFICATION

I, Sandip Pradhan, hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and no material fact has been concealed therefrom.

Verified at Mumbai on this 15th day of October, 2019

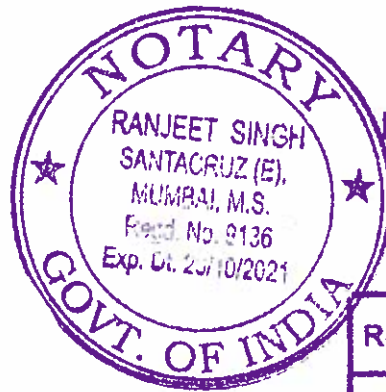


(Signature of claimant)

[Handwritten Signature]

[Note: In the case of company or limited liability partnership, the declaration and verification shall be made by the director/manager/secretary/designated partner and in the case of other entities, an officer authorised for the purpose by the entity.]

BEFORE ME



[Handwritten Signature]

RANJEET SINGH
M.Sc.LL.B.
NOTARY
MAHARASHTRA
GOVT. OF INDIA



Register No 996

Dated 15 OCT 2019

