

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)

[28.04.2022]

From

Indian Renewable Energy Development Agency Limited
A Government Company incorporated under
The Companies Act, 1956 having its

Corporate Office at:
IIIrd Floor, August Kranti Bhawan,
Bhikaji Cama Place,
New Delhi- 110066

And Registered Office at:
1st Floor, Core 4-A, East Court,
India Habitat Centre,
Lodhi Road, New Delhi-110003

To
The Interim Resolution Professional,
Sh. Bala Subrahmanya Siva Prasad Varanasi
3-4-695, Flat No. 303, Surabhi Court,
Vithalwadi, Himayatnagar,
Hyderabad, Telangana-500029
Mobile:9849734349
Email id: vbssprasad@gmail.com

Subject: Submission of claim and proof of claim.


Madam/Sir,

Indian Renewable Energy Development Agency Limited, hereby submits this claim in respect of the corporate insolvency resolution process of M/s Confro Agros Ltd. The details for the same are set out below:

Relevant Particulars	
1.	Name of the financial creditor Indian Renewable Energy Development Agency Limited (IREDA)
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) No.27265 of 1908 and CIN:U651008DL1987GO1027265
3.	Address and email address of the financial creditor for correspondence Corporate Office at: IIIrd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi- 110066 And Registered Office at: Core 4-A, East Court, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 E- Mail Address –

		Relevant Particulars				
		<ol style="list-style-type: none"> 1. abkiran@ireda.in 2. rajendra@ireda.in 3. darpan@ireda.in 4. manish@ireda.in 5. divyanshu@ireda.in 				
4.	Total amount of claim (including any interest as at the insolvency commencement date)	<p>Rs. 1,71,99,918/- as on 31.03.2022. Details of total amount of claim.</p> <p>Statement of account as on 31.12.2021 stating the rate of interest, penal interest, liquidated damages as well as the dates on which the same are charged is attached herewith</p>				
5.	Details of documents by reference to which the debt can be substantiated	<ol style="list-style-type: none"> 1. Corporate Debtor and IREDA entered into a Loan Agreement dated 17.05.1996. Under the said Loan Agreement, Corporate Debtor agreed inter alia to secure the said Loan together with all interest, interest tax, additional interest by way of liquidate damages, commitment charges, premia on prepayment, if any, costs, expenses and other monies whatsoever stipulated under the said Loan Agreement by a) a first exclusive charge by way of hypothecation in favour of the Applicant on all of its movables assets pertaining to Solar Air Heating System Project at Chelluru Village, East Godavari District in the State of Andhra Pradesh and elsewhere acquired out of IREDA's loan and the Corporate Debtor's funds under the scheme (save and except book debts) including movable plant and machinery, spares, tools, implement and accessories, subject to the prior charge of the Defendant No.1's Banks on such movables as may be agreed to by Applicant for securing the borrowings for working capital requirements of the Corporate Debtor in the ordinary course of business; b) postdated cheques as per instalments of the said Loan; c) demand promissory note for the amount of said loan and d) a first exclusive mortgage charge of commercial/ industrial property. <p>All Documents are annexed with this form C</p>				
6.	Details of how and when debt incurred	<p>IREDA is a wholly owned Government Company and a financial institution within the meaning of Section 2(72) of the Companies Act, 2013, under the administrative control of the Ministry of New and Renewable Energy to promote, develop and extend financial assistance for renewable energy and energy efficiency/conservation projects.</p> <p>At the request of the Company, IREDA disbursed a total amount of Rs. Rs 20,00,000/- on various dates in the following manner:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>DATE</th> <th>AMOUNT DISBURSED (IN RUPEES)</th> </tr> </thead> <tbody> <tr> <td>17.03.1997</td> <td>20,00,000</td> </tr> </tbody> </table>	DATE	AMOUNT DISBURSED (IN RUPEES)	17.03.1997	20,00,000
DATE	AMOUNT DISBURSED (IN RUPEES)					
17.03.1997	20,00,000					
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	The amount of claim as mentioned in Colum No.4 is after due credit of the amount paid/received.				
8.	Details of any security held, the value of the security, and the date it was given	<ol style="list-style-type: none"> 1. Corporate Debtor and IREDA entered into a Loan Agreement dated 17.05.1996. Under the said Loan Agreement, Corporate Debtor agreed inter alia to secure the said Loan together with all interest, interest tax, additional interest by way of liquidate damages, commitment charges, premia on prepayment, if any, costs, expenses and other monies whatsoever stipulated under 				

Relevant Particulars													
	<p>the said Loan Agreement by a) a first exclusive charge by way of hypothecation in favour of the Applicant on all of its movables assets pertaining to Solar Air Heating System Project at Chelluru Village, East Godavari District in the State of Andhra Pradesh and elsewhere acquired out of IREDA's loan and the Corporate Debtor's funds under the scheme (save and except book debts) including movable plant and machinery, spares, tools, implement and accessories, subject to the prior charge of the Defendant No.1's Banks on such movables as may be agreed to by Applicant for securing the borrowings for working capital requirements of the Corporate Debtor in the ordinary course of business; b) postdated cheques as per instalments of the said Loan; c) demand promissory note for the amount of said loan and d) a first exclusive mortgage charge of commercial/ industrial property.</p> <p>All Documents are annexed with this form C</p>												
9.	<p>Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to a resolution plan</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Beneficiary Name</td> <td>Indian Renewable Energy Development Agency Limited</td> </tr> <tr> <td>Bank</td> <td>Union Bank of India</td> </tr> <tr> <td>Branch</td> <td>Lodhi Colony Branch F-1, New Khanna Market, Lodhi Colony, New Delhi - 110003</td> </tr> <tr> <td>Account No.</td> <td>352401010019017</td> </tr> <tr> <td>IFSC Code</td> <td>UBIN0535249</td> </tr> </tbody> </table>	Particulars	Details	Beneficiary Name	Indian Renewable Energy Development Agency Limited	Bank	Union Bank of India	Branch	Lodhi Colony Branch F-1, New Khanna Market, Lodhi Colony, New Delhi - 110003	Account No.	352401010019017	IFSC Code	UBIN0535249
Particulars	Details												
Beneficiary Name	Indian Renewable Energy Development Agency Limited												
Bank	Union Bank of India												
Branch	Lodhi Colony Branch F-1, New Khanna Market, Lodhi Colony, New Delhi - 110003												
Account No.	352401010019017												
IFSC Code	UBIN0535249												
10.	<p>List of documents attached to this claim in order to prove the existence and non-payment of claim due to the financial creditor</p> <p>1 Corporate Debtor and IREDA entered into a Loan Agreement dated 17.05.1996. Under the said Loan Agreement, Corporate Debtor agreed inter alia to secure the said Loan together with all interest, interest tax, additional interest by way of liquidate damages, commitment charges, premia on prepayment, if any, costs, expenses and other monies whatsoever stipulated under the said Loan Agreement by a) a first exclusive charge by way of hypothecation in favour of the Applicant on all of its movables assets pertaining to Solar Air Heating System Project at Chelluru Village, East Godavari District in the State of Andhra Pradesh and elsewhere acquired out of IREDA's loan and the Corporate Debtor's funds under the scheme (save and except book debts) including movable plant and machinery, spares, tools, implement and accessories, subject to the prior charge of the Defendant No.1's Banks on such movables as may be agreed to by Applicant for securing the borrowings for working capital requirements of the Corporate Debtor in the ordinary course of business; b) post-dated cheques as per instalments of the said Loan; c) demand promissory note for the amount of said loan and d) a first exclusive mortgage charge of commercial/ industrial property.</p> <p>2 Statement of Account dated 31.03.2022.</p>												

Relevant Particulars	
	All Documents are annexed with this form C
 (Signature of financial creditor or person authorised to act on his behalf)	
(Darpan Garg) Chief Manager (TS)	

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

DECLARATION

I, Darpan Garg, currently residing at D-29, Golf View Apartment, DDA MIG Flat, Saket, New Delhi - 110017, do hereby declare and state as follows: -

1. M/s Confro Agros Ltd the corporate debtor was, at the insolvency commencement date, being 7th day of February 2022, actually indebted to me for a sum of Rs 1,71,99,918/-.
In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:


- Corporate Debtor and IREDA entered into a Loan Agreement dated 17.05.1996. Under the said Loan Agreement, Corporate Debtor agreed inter alia to secure the said Loan together with all interest, interest tax, additional interest by way of liquidate damages, commitment charges, premia on prepayment, if any, costs, expenses and other monies whatsoever stipulated under the said Loan Agreement by a) a first exclusive charge by way of hypothecation in favour of the Applicant on all of its movables assets pertaining to Solar Air Heating System Project at Chelluru Village, East Godavari District in the State of Andhra Pradesh and elsewhere acquired out of IREDA's loan and the Corporate Debtor's funds under the scheme (save and except book debts) including movable plant and machinery, spares, tools, implement and accessories, subject to the prior charge of the Defendant No.1's Banks on such movables as may be agreed to by Applicant for securing the borrowings for working capital requirements of the Corporate Debtor in the ordinary course of business; b) postdates cheques as per instalments of the said Loan; c) demand promissory note for the amount of said loan and d) a first exclusive mortgage charge of commercial/ industrial property.

- Statement of Account dated 31.03.2022.

All Documents are annexed with this form C

- 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.
- 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.
- I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.
- 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:28.04.2022
Place: New Delhi


(Signature of the claimant)

VERIFICATION

I, Darpan Garg, the claimant 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 New Delhi on this 28th day of April, 2022


(Signature of claimant)