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)

Date: 11/11/2022

From Union Bank of India (UK) Ltd Senator House, 85, Queen Victoria Street, London, EC4V 4AB

To
The Interim Resolution Professional / Resolution Professional
Mr Romesh Chander Sawhney
850/GH-13, Paschim Vihar,
New Delhi -110087

Subject: Submission of claim and proof of claim.

Sir,

Union Bank of India (UK) Ltd hereby submits this claim in respect of the corporate insolvency resolution process of DCP India Private Limited. The details for the same are set out below:

	Relevant Particulars			
(1)	(2)	(3)		
1.	Name of the financial creditor	Union Bank of India (UK) Ltd		
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)	(a banking company incorporated and registered in England and Wales with company number 07653660)		
3.		Address: Senator House, 85, Queen Victoria Street, London, EC4V 4AB Email: chanda.kaushal@unionbankofindiauk.co.uk ; coo@unionbankofindiauk.co.uk ; royston.araujo@unionbankofindiauk.co.uk ;		
4.	Details of claim, if it is made against corporate debtor as principal borrower:			



(i) Amount of claim	As of 27/09/2022	
	DCP India Pvt Ltd	Amt IN USD
	Principal & Interest Dues 5,218,13	
	Legal Fees incurred and paid	(0.660
	by the bank	68,668
	Total Dues including legal	5 20C 002
	fees	5,286,803
(ii) Amount of claim covered by security interest, if any	1) First charge on entire Fix	ted assets of the
(Please provide details of security	company created out of the B	
interest, the value of the security, and the date it was given)	3) First pari-passu charge on en	
the date it was given)	forming part of the fixed asse	
	raw materials, finished go	
	machineries.	
	 First pari-passu charge by was creation of security interest o 	
	 All the rights, title, 	interest, benefits
	claims & demands	
	borrower in the p clearances etc.	ermits, approvals
	 All the rights, title, claims & demands 	whatsoever of the
	borrower in any guarantee, performa guarantee provided by	nce bonds, bank
	All receivables, bool bank accounts etc	
	All the free hold rig and claims that accrue	
		Contracts/insurance
		to the Plant &
(iii) Amount of claim covered by guarantee, if any	Claim Amount mentioned in 4(i)	is covered by
(Please provide details of guarantee	1) Personal Guarantee of Mr A	jit Jain vide deed
held, the value of the guarantee, and the	of Personal Guarantee dated	
date it was given)	2) Personal Guarantee of Mr	
(iv) Nome and address of the	deed of Personal Guarantee of	lated 14-12-2016.
(iv) Name and address of the guarantor(s)	1) Mr Ajit Jain Residential Address:	
Summitor(s)	House No 42, Road No 75 West Punjabi Bagh	
	New Delhi 110026	
	2) Mr Gaurav Jain	
	-/	



		Residential Address: House No 42, Road No 75 West Punjabi Bagh New Delhi 110026
5.	Details of claim, if it is made against corporate debtor as guarantor: (i) Amount of claim (ii) Amount of claim covered by security interest, if any (Please provide details of security interest, the value of the security, and the date it was given) (iii) Amount of claim covered by guarantee, if any (Please provide details of guarantee held, the value of the guarantee, and the date it was given) (iv) Name and address of the principal borrower	Not Applicable
6.	Details of claim, if it is made in respect of financial debt covered under clauses (h) and (i) of sub-section (8) of section 5 of the Code, extended by the creditor: (i) Amount of claim (ii) Name and address of the beneficiary	Not applicable
7.	Details of how and when debt incurred	 The Creditor is a banking company incorporated in the United Kingdom, having its registered office at Senator House, 85 Queen Victoria Street, London EC4V 4AB, United Kingdom. DCP India Pvt. Ltd. ("DCP") is a private limited company, which is engaged inter alia in
		the business of manufacture and trade of PU Coated fabrics and Dairy/Agro Products.
		3. DCP approached the Creditor seeking grant of a financial facility in the form of USD term loan for the purpose of expansion of its processing Unit at Khasra Nos. 91/20/1, 20/2, 21/1, 21/2 Village Akhbarpur Bartora, District Sonepat, Haryana, India. DCP represented that the financial facility was to be utilised for purchase of a high-speed rice fortification machine from one Smart Dragon PTE ("Smart"), a company based in Singapore. DCP further represented



- that it had executed an agreement dated 24 October 2016 ("Supply Agreement") with Smart for this purpose.
- 4. Based on DCP's representation, a facility agreement ("Facility Agreement") dated 14 December 2016 was executed between the Applicant and DCP for extending a USD denominated term loan ("Loan") aggregating to US\$ 5,000,000/- (USD Five Million).
- 5. Mr Ajit Jain and Mr Gaurav Jain secured the above facility agreement inter alia by executing personal guarantees both dated 14 December 2016 in favour of the Applicant, to secure the repayment of the principal amount of the facility agreement together with payment of all interest, additional interest, liquidated damages, premium prepayment, on reimbursement of all costs, charges and expenses and all other obligations payable by DCP in respect of the Facility Agreement.
- 6. Further, a deed of Hypothecation was also executed on 14 December 2016 in favour of the Applicant, whereby various charges were created in favour of the Applicant in terms of the 3rd Schedule of the said deed as security, including inter alia FDR in Indian Rupee equivalent to US\$ 1,000,000 (US\$ One Million) and a first pari-passu charge on the processing unit of DCP situated at Sonepat, Haryana. This agreement was later modified and a Supplementary deed of hypothecation was executed by DCP in favour of the Union Bank of India whereby inter alia the entire fixed assets of the company created from the proposed facility and all receivables, book debts, reserves, bank accounts were included as part of the hypothecated assets.



- 7. A letter of lien ("Letter of Lien") was also issued by DCP, whereby lien was granted over a fixed deposit totalling a sum of Rs.6,83,30,000.00/- as security for the sums lent by the Applicant to DCP. This letter stipulated that the said amount may be set off by the Applicant against the balance due to the Applicant in the event of any default in payment due to the Applicant.
- 8. As per the Facility Agreement, DCP was obliged to repay the principal sum of the Loan in twelve instalments, with the first instalment being due in December 2017 and the last instalment in March 2023, as detailed therein. In addition to repayment of the principal sum, under clause 8.2 of the Facility Agreement, DCP was liable to make interest payments on a quarterly basis to the Applicant. Under Clause 8.1, the applicable interest rate was the aggregate of 3-month US Dollar Libor and Margin (4.25) per annum.
- 9. Subsequently, on the DCPs' request, an addendum dated 24 December 2016 to the Facility Agreement ("Addendum") was executed between the parties. Under the Addendum, the repayment schedule was amended to allow DCP to begin repayment of the principal advanced under the Loan from March 2018 (instead of December 2017), with complete repayment by September 2023.
- 10. That upon instructions of DCP, the Applicant had by 10 January 2017 transferred from the aforesaid loan facility account an amount of US\$ 4,974,000 to Smart. This transfer was intended for the purpose of purchase by DCP of the high-speed rice fortification machine from Smart under the agreement dated 24 October 2016. In the result, almost the entire Loan was disbursed by the Applicant. However, as per the information available with the Applicant, this



		machine has not been received by the DCP till date.
		11. As per the terms of the Facility Agreement read with the Addendum, the first instalment for the repayment of the principal amount of the Loan by DCP became due in March 2018. However, neither the initial instalment nor any of the subsequent instalments was received by the Applicant from the DCP.
		12. Constrained by DCP 's failure to make payments of both the principal instalments and the interest stipulated under the Facility
		Agreement, the Applicant, exercising its rights under the Letter of Lien, was constrained to appropriate DCP's fixed deposit, which was presented as collateral security with the Applicant. However, even after the aforesaid appropriation, a substantial part of the Loan is still outstanding.
8.	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	NIL
9.	the amount of the claim or any part thereof can be transferred pursuant to a resolution plan	A/c No. (#)6550660596 Routing through Bank of America NA
	For Union Bank of India (UK) Ltd	Swift Code: BOFAUS3NXXX Ref: DCP India Pvt Ltd, TL A/c No 000300160700033
	Deputy Chief Executive	
(Signa	ature of financial creditor or person author	rised to act on its behalf)
Name	in BLOCK LETTERS : MR NATESH K	UMAR D SHETTY
Positi	on with or in relation to creditor: CHIEF (OPERATING OFFICER
		Queen Victoria Street, London, EC4V 4AB
*P	AN, passport, AADHAAR Card or the id	entity card issued by the Election Commission of

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

DECLARATION

- I, Chittari Amaravati Kalyan Varma, on behalf of Union Bank of India (UK) Limited, having office at Senator House, 85, Queen Victoria Street, London, EC4V 4AB, do solemnly affirm and state as follows: -
 - 1. DCP India Pvt Ltd, the corporate debtor was, at the insolvency commencement date, being the 27th day of September 2022, actually indebted to me for a sum of USD 5,286,803(USD Five Million, two hundred Eighty Six thousand an Eight hundred and three only.
 - 2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
 - Credit Arrangement Letter dated 18.10.2016 for a loan of USD 5.00 Mn to DCP India Pvt LTd.
 - 2. ECB Facility Agreement dated 14 December 2016 along with ECB Facility Amendment Agreement dated 28 December 2016.
 - 3. Hypothecation Deed dated 14 December 2016 along with the Supplementary Deed of Hypothecation dated 01 December 2017.
 - 4. Letter of lien dated 4 January, 2017
 - 5. Deed of Personal Guarantee of Mr. Ajit Jain dated 14 December 2016
 - 6. Deed of Personal Guarantee of Mr. Gaurav Jain dated 14 December 2016
 - 7. Loan Ledger statement from start till date.
 - 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:

 [NIL].
 - 5. I undertake to update my claim as and when the claim is satisfied, partly or fully, from any source in any manner, after the insolvency commencement date.
 - 6. Lam / I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.
 - 7. 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:11/11/2022 Place: London

(Chittari Amaravati Kalyan Varma)

MD& CEO

Union Bank of India (UK) Ltd

VERIFICATION

I, Chittari Amaravati Kalyan Varma on behalf of Union Bank of India (UK) Ltd, 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 London on this 11th day of November 2022

(Chittari Amaravati Kalyan Varma)

MD& CEO

Union Bank of India (UK) Ltd

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)

Date-23.11.2022

From

Hero Fincorp Ltd.

Registered Office: 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057. Corporate Office: 9, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057.

To

ROMESH CHANDER SAWHNEY

Interim Resolution Professional of DCP India Private Limited.

Registration No. IBBI/IPA-001/IP-P00274/2017-2018/10518

B-39, Near PVR Plaza, Block -B, Connaught Place New Delhi 110001

Email id -cirp.dcpindia@gmail.com; casawhney@yahoo.co.in

Subject: Submission of claim and proof of claim the corporate insolvency resolution of M/s DCP India Private Limited under the Insolvency and Bankruptcy Code, 2016.

Madam/Sir,

Hero Fincorp Ltd, hereby submits this claim in respect of the corporate insolvency resolution process of M/s DCP India Private Limited. The details for the same are set out below:

	Relevant Particulars		
1.	Name of the financial creditor	Hero Fincorp Ltd	
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)	CIN no. U74899DL1991PLC046774	
3.	Address and email address of the financial creditor for correspondence	ADDRESS: 9, Community Centre, Basant Lok, Vasant Vihar New Delhi – 110057 Email: arjit.pratapsingh@herofincorp.com sonpal.singh@herofincorp.com,	
4.	Total amount of claim (including any interest as at the insolvency commencement date)	Rs. 22,57,23,562.70 (RUPEES TWENTY TWO CRORE FIFTY SEVEN LAKH TWENTY THREE THOUSAND FIVE HUNDRED SIXTY TWO AND SEVENTY PAISA ONLY) AS ON 27-09-2022	

5.	Details of documents by reference to which the debt can be substantiated	 Master Facilities Agreement and Supplementary Agreement- 20.06.2017 Sanction Letter – 19.06.2017 Agreement of Hypothecation -20.06.2017 Deed of Guarantee of Ajit Jain, Sadhana Jain, Rashi Jain and Gaurav Jain – 20.06.2017 Foreclosure Dated - 27.09.2022 	
6.	Details of how and when debt incurred	Hero Fincorp Ltd. granted loan facilities to M/s DCP India Private Limited, inter alia, the documents listed in point 5 above. M/s DCP India Private Limited failed to repay its contractual dues under the loan facilities. despite repeated follow-up, the dues remain unpaid.	
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	None	
8.	Details of any security held, the value of the security, and the date it was given	N/A	
9.	Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to a resolution plan	Bank Name A/c Holder Name Bank Address Account No. IFSC code	HDFC Bank Ltd Hero Fincorp Ltd. 209-214, Kailash Building 26, KG Marg, New Delhi. 00030310016156 HDFC0000003
10.	List of documents attached to this claim in order to prove the existence and non- payment of claim due to the financial creditor	- Master Facilities Agreement and Supplementary Agreement- 20.06.2017 - Sanction Letter – 19.06.2017	
Auth	Pratap Singh orised Officer		/asant Vihar, New Delhi-110057.

DECLARATION

I, Arjit Pratap Singh currently sitting at: 9, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057, do hereby declare and state as follows: -

M/s DCP India Private Limited, at the insolvency commencement date being the 27.09.2022, actually indebted to me for a sum of Rs. 22,57,23,562.70 (RUPES TWENTY-TWO CRORE FIFTY SEVEN LAKH TWENTY THREE THOUSAND FIVE HUNDRED SIXTY TWO AND SEVENTY PAISA ONLY)) for the loan facilities extended to the Corporate Debtor.

- 2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
- Master Facilities Agreement and Supplementary Agreement- 20.06.2017
- Sanction Letter 19.06.2017
- Agreement of Hypothecation -20.06.2017
- Deed of Guarantee of Ajit Jain, Sadhana Jain, Rashi Jain and Gaurav Jain 20.06.2017
 Foreclosure Dated 27.09.2022
- 3. 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.
- 4. I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.

Date: 22.11.2022 Place: New Delhi

VERIFICATION

I, Arjit Pratap Singh 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 22nd day of November, 2022

(Claimant)

FORM C (REVISED)

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)

31-Jan-2023

From HDFC Bank Ltd. Having registered office at: "HDFC BANK HOUSE", Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013

Also having one of its office at:-5th Floor, Ansal Classique Tower, Plot No.1, J Block, Near Community Centre, Rajouri Garden, New Delhi-110027 Mobile: 8802112088.

Τo, Mr. Sanju Kumar Resolution Professional M/s DCP India Private Limited 602, Dhaula Giri, Kaushambi, Ghaziabad- 201010 IBBI Regn No: IBBI/IPA-002/IP-N00865/2019-2020/12798

Subject: Submission of claim and proof of claim.

Sir,

HDFC Bank Limited, hereby submits this claim in respect of the corporate insolvency resolution process of M/s DCP India Private Limited. The details for the same are set out below:

	and game are set out below:
Name of the firm in Relev	rant Particulars
Identification number of the financial creditor (If an incorporated body, provide	HDFC BANK LIMITED Certificate of Incorporation No: 11-80618 of 1994 Corporate Identity No.: L65920MH1994PI C080618
	Sth Floor, Ansal Classique Tower, Plot No.1, J Block, Near Community Centre, Rajouri Garden, New Delhi-110027 anirudh.bhargav@hdfcbank.com shalini.mathur1@hdfcbank.com jogendra.singh@hdfcbank.com jasveen.kaur1@hdfcbank.com abhishek.agrawal@hdfcbank.com ashishkumar.sharma@hdfcbank.com swathi.vajjhala@hdfcbank.com shambhu.jha@hdfcbank.com
Details of claim if it is made against corporate debtor as principal borrower: (i) a	M/s DCP India Private Limited (hereinafter referred to as the "Corporate Debtor") was sanctioned certain credit facilities- (A) That cash credit facilities including certain other



5th Floor

Relevant Particulars

interest, if any (Please provide details of security interest, the value of the security, and the date it was given)

(iii) Amount of claim covered by guarantee, if any (Please provide details of guarantee date it was given)

(iv) Name and address of the guarantor(s)

facilities were sanctioned vide Sanction Letter dated 27-Jul-2017, 28-Jul-2017 and Addendum Sanction Letter dated 29-Jul-2017 for an aggregate amount of Rs.40 crore.

held, the value of the guarantee, and the The documents executed by the Corporate Debtor to secure the Outstanding Credit Facilities mentioned in the List annexed herewith.

> i. Rs.18,95,27,138.79/- (Rupees Eighteen Crore Ninety Five Lakh Twenty Seven Thousand One Hundred Thirty Eight and Paisa Seventy Nine Only) as on 27-Sep-2022 (the date commencement of CIRP) along with the future interest from 28-Sep-2022 and incidental expenses. cost as per the sanction terms, which comprises of the following:

Facility	Limit (In cr)	Outstanding as on 27-Sep-2022 (In Rs.)
Cash Credit	17.50	
Letter of Credit	7.50	18,95,27,138.79
Short Term Loan- Pledge	15.00	
Total (A)	40.00	18,95,27,138.79

- ii. The working capital facilities are secured by -
- a. First Pari Passu Charge** on the whole of the current assets of the Corporate Debtor namely, stocks of raw materials, stock in process, semi-finished and finished goods, stores, and spares not relating to receivables and book debts and all other movables, both present and future
- b. First Pari Passu charge** on all the present and future book-debts, outstanding, money receivables claims, bills
- c. First Pari Passu charge** on the whole of the moveable properties, including its movable plant and machinery, machinery spares, tools and accessories and other movables, both present and future, whether in the possession or under the control of the Corporate Debtor or not, whether installed or not and whether now lying loose or which are now lying or stored in or about all in the Corporate Debtors factories, premises and godowns situated at Delhi or wherever else
- d. Equitable Mortgage by way of First Pari Passul charge** on the below mentioned property:-

Plot No. 42 Road No. 75, West Punjabi Bagh, Near Hans Rai Modern School, New Delhi owned by Mr. Aiit Jain, Mr. Gaurav Jain, Mrs. Sadhana Jain & Mrs. Rashi Jain.



Relevant Particulars

- (iii & iv) Credit facility is secured Personal Guarantee of Mr. Ajit Jain, Mr. Gaurav Jain, Mrs. Sadhana Jain & Mrs. Rashi Jain all residents of House No. 42, Road No. 75, West Punjabi Bagh, New Delhi-110026
- (B) That business loan was sanctioned vide Loan Agreement dated 19-Oct-2016 amounting to Rs.50,00,000/- (Rupees Fifty Lakh Only) at an interest rate of 15.75% per annum
- (i) As on the date of commencement of CIRP, i.e., 27-Sep-2022, a total amount of Rs.38,05,207/- (Rupees Thirty Eight Lakh Five Thousand Two Hundred Seven Only) as on 27-Sep-2022 (the date of commencement of CIRP) along with the future interest from 28-Sep-2022 and incidental expenses, cost as per the sanction terms, which comprises of the following:

Particulars	Outstanding as on 27-Sep-2022
Principal Outstanding	Rs.19,33,166.19
Interest	Rs.1,68,835.81
Penal Interest	Rs.16,91,523.00
Cheque Bouncing Charges	Rs.11,682.00
Total (B)	Rs.38,05,207.00

(ii) No security available

(iii & iv) Mr. Gaurav Jain and Mr. Ajit Jain are Coborrowers of the Business Loan and their liability is co-extensive with that of the Corporate Debtor

The documents executed by the Corporate Debtor in respect of the Business Loan are mentioned in the List annexed herewith.

Total Claim Amount [A+B] - Rs. 19,33,32,345.79

The total claim amount mentioned in para A & B, as on the Insolvency Commencement Date is Rs.19,33,32,345.79 (Rupees Nineteen Crore Thirty Three Lakh Thirty Two Thousand Three Hundred Forty Five and Seventy Nine Paisa only).

Details of claim, if it is made against corporate debtor as guarantor:

- (i) Amount of claim
- (ii) Amount of claim covered by security interest, if any (Please provide details of security interest, the value of the security, and the date it was given)
- (iii) Amount of claim covered by guarantee, if any (Please provide details of guarantee held, the value of the guarantee, and the date it was given)
- (iv) Name and address of the principal borrower

NA



Relevant Particulars Details of claim, if it is made in respect of financial debt covered under clauses (h) and (i) of sub-section (8) of section 5 of the NA Code, extended by the creditor: (i) Amount of claim (ii) Name and address of the beneficiary Details of how and when debt incurred Incurrence of debts are detailed as hereunder-(A). Debt of Rs.40.00 cr incurred on dated 27-Jul-2017, 28-Jul-2017 & 29-Jul-2017, when at the request of the Corporate Debtor various Credit Facilities were sanctioned by the Bank and utilised by the Corporate Debtor from time to time and secured by the Primary Securities including current assets, Book Debts, movable properties, personal guarantees of Mr. Alit Jain, Mr. Gaurav Jain, Mrs. Sadhana Jain & Mrs. Rashi Jain and equitable mortgage of the property viz Plot No. 42 Road No. 75, West Punjabi Bagh, Near Hans Raj Modern School, New Delhi, by Mr. Ajit Jain, Mr. Gaurav Jain, Mrs. Sadhana Jain & Mrs. Rashi Jain. Further when the Corporate Debtor defaulted in repayment of the interest and the account of the Corporate Debtor became overdue. The Bank requested the Corporate Debtor, Guarantors to repay the dues however the Corporate Debtor, Guarantors did not pay any heed to it. Accordingly, the Account was classified as a Non-Performing Asset on 29-Dec-2018 in accordance with the guidelines of the Reserve Bank of India and Rs.13,83,71,328.26/- (Rupees Thirteen Crore Eighty Three Lakh Seventy One Thousand Three Hundred Twenty Eight and Twenty Six Paisa Only) payable as on 07-Nov-2019 was crystallized, when credit facilities were recalled vide Loan Recall Notice dated 08-Nov-2019. (B). Debt of Rs. 50,00,000/- (Rupees Fifty Lakh Only) was incurred on 19-Oct-2016 by way of Business Loan availed by the Corporate Debtor. The Corporate Debtor defaulted in payment of the installments due and accordingly, the loan account was classified as NPA and same was recalled vide Loan Recall Notice dated 22-Feb-2019. Details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off NA against the claim Details of the bank account to which the Name of Beneficiary - HDFC Bank Ltd. amount of the claim or any part thereof can Account No. - 57500000904261 be transferred pursuant to a resolution plan Account Name: DFSO Transitory Account IFSC Code - HDFC0000240 Address of Bank - Peninsula Business Park, B Wing, 4th Floor, Dawn Mills Compound, Ganpat Rao Kadam Marg, Lower Parel, Mumbai -400013

Relevant Particulars

(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]

Name in BLOCK LETTERS: ANIRUDH BHARGAV

Position with or in relation to creditor: ASSISTANT VICE PRESIDENT

Address of person signing: 5th Floor, Ansal Classique Tower, Plot No.1, J Block, Near Community Centre, Rajouri Garden, New Delhi - 110027

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

** First Pari-pasu charge along with Bank of India, South Indian Bank as lenders to Corporate



DECLARATION

I, Anirudh Bhargav, Assistant Vice President, HDFC Bank Ltd., having its office at 5th Floor, Ansal Classique Tower, Plot No.1, J Block, Near Community Centre, Rajouri Garden, New Delhi – 110027, do hereby declare and state as follows:

- 1. M/s DCP India Private Limited, the corporate debtor was, at the insolvency commencement date, being the 27th day of September 2022, actually indebted to me/us for a sum of Rs.19,33,32,345.79 (Rupees Nineteen Crore Thirty Three Lakh Thirty Two Thousand Three Hundred Forty Five and Seventy Nine Paisa Only).
- 2. In respect of my/our claim of the said sum or any part thereof, I/We have relied on the documents specified below:

The documents executed by Corporate Debtor to secure the Credit Facilities as mentioned in the List annexed herewith.

- 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:
- 5. I/We undertake to update my/our claim as and when the claim is satisfied, partly or fully, from any source in any manner, after the insolvency commencement date.
- I am / I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.

7. I/We am/are 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: Place: New Delhi

VERIFICATION

I, Anirudh Bhargav, Assistant Vice President of 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 31st day of January 2023.

(Signature of claimant)

(Signature of the claimant)

SHOWLAID A

OUTTARY PUBLIC SELMI (IM; IA)