



FORM C

PROOF OF CLAIM BY FINANCIAL CREDITORS

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

Dated: 26/12/2022

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

**Also having its office at:-**  
HDFC Bank Ltd  
5<sup>th</sup> Floor, Ansal Classique Tower,  
J Block, Community Centre,  
Rajouri Garden,  
New Delhi-110027

Through Ankush Saini  
Senior Manager, Department for Special Operations

To  
Mr. Rajan Sharma  
**The Interim Resolution Professional**  
**B-78, First Floor, Nehru Ground, NIT,**  
**Near Post Office, Faridabad,**  
**Haryana-121001**

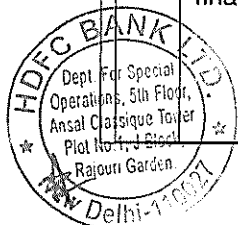
Email: rajansharma2020@yahoo.com  
Registration No.: IBBI/IPA-001/IP-P02321/2021-2022/13548

**Subject:** Submission of proof of claim.

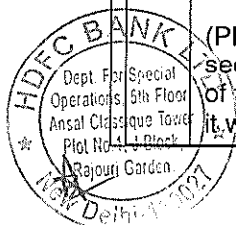
Madam/Sir,

HDFC Bank Ltd. (hereinafter referred to as "**HDFC/Bank**") hereby submits this proof of claim in respect of the corporate insolvency resolution process in the case of M/s. Sidhi Vinayak Vehicles Private Limited.( hereinafter referred to as "**the Corporate Debtor**") The details for the same are set out below:

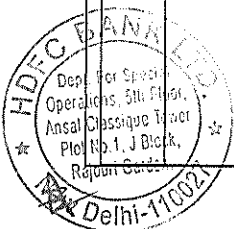
PARTICULARS		
1.	Name of the financial creditor	HDFC Bank Ltd.
2.	Identification number of the financial creditor	Registration No. L65920MH1994PLC080618, HDFC Bank Ltd. is a body corporate incorporated under the Companies Act 1956 having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400013, Maharashtra, which is carrying on its



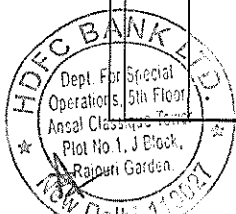
		business of Banking in India under the rules, regulations and guidelines of the Reserve Bank of India.																					
3.	Address and email address of the financial creditor for correspondence	<p>Mr. Ankush Saini Department for Special Operations HDFC Bank Ltd. 5<sup>th</sup> Floor, Ansal Classique Tower, Plot No 1, J Block, Community Centre Rajouri Garden, New Delhi-110027</p> <p>Email: <a href="mailto:ankush.saini@hdfcbank.com">ankush.saini@hdfcbank.com</a> Email: <a href="mailto:jogendra.singh@hdfcbank.com">jogendra.singh@hdfcbank.com</a> Email: <a href="mailto:shalini.mathur1@hdfcbank.com">shalini.mathur1@hdfcbank.com</a></p> <p>Mobile No. 9310998589 Mobile No. 9999706063</p>																					
4.	<p>Details of claim if it is made against corporate debtor as principal borrower:</p> <p>(i) Amount of claim</p>	<p>As on 8<sup>th</sup> day of December 2022, a sum of Rs. 50,59,56,161.05 (Rupees Fifty Crore Fifty Nine Lakh Fifty Six Thousand One Hundred Sixty One and Paise Five Only) till actual date of payment along with cost expenses and charges etc. is due and payable by the Corporate Debtor to the Bank.</p> <table border="1"> <thead> <tr> <th>Facility</th> <th>Limit</th> <th>Outstanding as on 8<sup>th</sup> December 2022 (Insolvency Commencement Date)</th> </tr> </thead> <tbody> <tr> <td>Inventory Funding (AUIF)</td> <td>4,50,00,000.00</td> <td>25,15,67,005.19</td> </tr> <tr> <td>Term Loan</td> <td>4,00,00,000.00</td> <td>6,38,73,663.35</td> </tr> <tr> <td>Inventory Funding(AUIF)</td> <td>14,50,00,000.00</td> <td>6,79,18,820.14</td> </tr> <tr> <td>Cash Credit</td> <td>4,50,00,000.00</td> <td>9,54,48,455.65</td> </tr> <tr> <td>Term Loan</td> <td>2,00,00,000.00</td> <td>2,71,48,216.72</td> </tr> <tr> <td><b>Total</b></td> <td><b>29,50,00,000.00</b></td> <td><b>50,59,56,161.05</b></td> </tr> </tbody> </table> <p>The statement of account (Inventory Funding Facility, Cash-Credit, Term Loan-I, Inventory Funding Facility, Term Loan) reflecting the outstanding amount payable by the Corporate Debtor's annexed herewith as <b>Annexure-Annexure 64, Annexure 65 &amp; Annexure 66, Annexure 67, Annexure 68 (Colly).</b></p>	Facility	Limit	Outstanding as on 8 <sup>th</sup> December 2022 (Insolvency Commencement Date)	Inventory Funding (AUIF)	4,50,00,000.00	25,15,67,005.19	Term Loan	4,00,00,000.00	6,38,73,663.35	Inventory Funding(AUIF)	14,50,00,000.00	6,79,18,820.14	Cash Credit	4,50,00,000.00	9,54,48,455.65	Term Loan	2,00,00,000.00	2,71,48,216.72	<b>Total</b>	<b>29,50,00,000.00</b>	<b>50,59,56,161.05</b>
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	<p>(ii) Amount of claim covered by security interest, if any</p> <p>(Please provide details of security interest, the value of the security, and the date it was given)</p>	<p>The sanctioned credit facilities have been secured by the following assets:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Description of Security</th> <th>Security Documents</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Exclusive First Charge on all present and future stock</td> <td>Charge on the Hypothecated Assets was created vide Deed of Hypothecation dated 20.02.2017,</td> </tr> </tbody> </table>	S. No.	Description of Security	Security Documents	1	Exclusive First Charge on all present and future stock	Charge on the Hypothecated Assets was created vide Deed of Hypothecation dated 20.02.2017,															
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1	Exclusive First Charge on all present and future stock	Charge on the Hypothecated Assets was created vide Deed of Hypothecation dated 20.02.2017,																					



	in trade, book debts ("Hypothecated Assets").	30.05.2017,19.09.2018 (please refer annexure 24,42, 54)
2	Exclusive First charge by way of deposit of the title documents of immovable properties in favor of HDFC Bank.	<p><b><u>Mortgaged Property</u></b></p> <p>a) Khewat No. 2492/2308, Khata No. 2854, Mus. No. 118, Kila No. 4 (3-4), Khewat No. 4708/4389, Khata No. 5328, Mis. No. 91, Kila No., 24/2 (2-4), Khewat No 4709/4390 Khata No 5329 Mus. No. 91 Kila No. 24/1(2-4) Service Station at Beri Road, Maja Jhajjar-124104. Owned by Sidhi Vinayak Vehicles Pvt Ltd. Valued Rs 3.54 Cr</p> <p>b) Apartment No. G-10-1102, (Penthouse) 10<sup>th</sup> and 11<sup>th</sup> Floor, Block G, Group Housing Scheme Suncity Heights, Village Haiderpur Viran, Gurugram, Haryana-122003. Owned by Ravi Mohan Harjai and Shashi Prabha Harjai. Valued Rs 4.26 Cr</p> <p>c) Plot No. 1, Road No. D-08, Ardee City, Village Wazirabad and Bindapur, Gurugram, Haryana-122022. Owned by Ravi Mohan Harjai. Valued Rs 2.17 Cr</p> <p>d) Plot No. 2, Block G, Sector P1-I, Greater Noida, Industrial Development Area, Gautum Budh Nagar, U.P.-201301. Owned by Ravi Mohan Harjai. Valued Rs 1.14 Cr.</p>
3	Personal Guarantee of Promoter/Director/Family Member	Mr. Ravi Mohan Harjai, Ms Shashi Prabha Harjai and Mr.Dhruv Harjai executed a Letter of Continuing Guarantee dated 20.02.2017,30.05.2017,19.09.2018 guaranteeing repayment of the outstanding loan, interest and other monies on behalf of the Corporate Debtor to HDFC Bank



	<p>(iii) Amount of claim covered by guarantee, if any</p> <p>(Please provide details of guarantee held, the value of the guarantee, and the date it was given)</p>	<p>Mr. Ravi Mohan Harjai, Ms Shashi Prabha Harjai and Mr.Dhruv Harjai executed a Letter of Continuing Guarantee dated 20.02.2017,30.05.2017,19.09.2018 guaranteeing repayment of the outstanding loan, interest and other monies against the Cash Credit Facility on behalf of the Corporate Debtor to HDFC Bank.</p>								
	<p>(iv) Name and address of the guarantor(s)</p>	<p>Same as (iii)</p>								
<p>5.</p>	<p>Details of claim, if it is made against corporate debtor as guarantor:</p> <p>(i) Amount of claim</p> <p>(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)</p> <p>(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)</p> <p>(iv) Name and address of the principal borrower</p>	<p>N.A.</p>								
<p>6.</p>	<p>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:</p> <p>(i) Amount of claim</p> <p>(ii) Name and address of the beneficiary</p>	<p>N.A.</p>								
<p>7.</p>	<p>DETAILS OF HOW AND WHEN DEBT INCURRED</p>	<p>The debt incurred with sanction of Inventory Funding Facility of Rs 30.00 Crore to the Corporate Debtor vide Sanction Letter dated 25.03.2015 and these limits were renewed/enhanced which was lastly renewed vide sanction letter dated 19.09.2018 for Rs 29.19 Crore.</p> <p>In respect of the Inventory Funding Facility, Cash Credit, Term Loan Facility Loans, Debt incurred when Sidhi Vinayak Vehicles Pvt Ltd approached HDFC Bank Ltd. to avail loan facility as under: -</p> <p><b>Inventory Funding Loan facility:</b></p> <table border="1" data-bbox="587 1800 1145 1962"> <thead> <tr> <th>Loan Account No.</th> <th>Disbursal Date</th> </tr> </thead> <tbody> <tr> <td>02400450032193</td> <td>25/03/2015</td> </tr> <tr> <td>02400450043020</td> <td>25/03/2015</td> </tr> </tbody> </table> <p><b>Cash Credit Loan facility:</b></p> <table border="1" data-bbox="587 2056 1145 2132"> <thead> <tr> <th>Loan Account No.</th> <th>Disbursal Date</th> </tr> </thead> <tbody> </tbody> </table>	Loan Account No.	Disbursal Date	02400450032193	25/03/2015	02400450043020	25/03/2015	Loan Account No.	Disbursal Date
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02400450043020	25/03/2015									
Loan Account No.	Disbursal Date									



50200025352425

20/02/2017

**Term Loan facility:**

Loan Account No.	Disbursal Date
82470549	06/03/2017
83409293	20/09/2018

In pursuance of the loan applications, the loan agreements were executed whereby according to the loan schedules the Sidhi Vinayak Vehilces Pvt Ltd, agreed to repay the Loan facilities as per the Schedules.

(Inventory Funding Loan Facility, Cash Credit, Term Loan Facility are hereinafter referred to as the Credit Facilities)

The documents executed in this regard are as under:


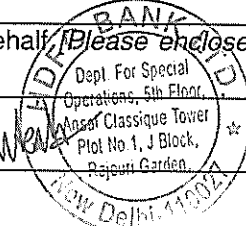
- 1- Board Resolution dated 16.07.2022 (Annexure 1)
- 2- Board Resolution dated 25.03.2015 (Annexure 2)
- 3- Sanction Letter dated 25.03.2015 (Annexure 3)
- 4- Demand Promissory Note dated 25.03.2015 (Annexure 4)
- 5- Loan Agreement dated 25.03.2015 (Annexure 5)
- 6- Letter of Continuity for DP Note dated 25.03.2015 (Annexure 6)
- 7- Deed of Guarantee dated 25.03.2015 (Annexure 7)
- 8- Deed of Guarantee dated 25.03.2015 (Annexure 8)
- 9- Deed of Guarantee dated 25.03.2015 (Annexure 9)
- 10- Sanction Letter dated 23.11.2015 (Annexure 10)
- 11- Sanction Letter dated 24.06.2016 (Annexure 11)
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- 19- Amendment Agreement dated 20.02.2017 (Annexure 19)
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- 29- Letter of Continuity Guarantee dated 20.02.2017 (Annexure 29)
- 30- Sale Deed no 6678 dated 18.03.2016 (Annexure 30)
- 31- Memorandum of Deposit of title Deeds dated (Annexure 31)
- 32- Sanction Letter dated 29.05.2017 (Annexure 32)
- 33- Board Resolution dated 30.05.2017 (Annexure 33)
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- 35- DP Note dated 30.05.2017 (Annexure 35)
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- 37- Letter of Continuing Security dated 30.05.2017 (Annexure 37)
- 38- Amendment Agreement dated 30.05.2017 (Annexure 38)
- 39- Irrevocable authority letter dated 30.05.2017 (Annexure 39)
- 40- Master Facility Agreement dated 30.05.2017 (Annexure 40)



		<p>41- Loan Agreement dated 30.05.2017 (Annexure 41)  42- Deed of Hypothecation dated 30.05.2017 (Annexure 42)  43- Deed of Guarantee dated 30.05.2017 (Annexure 43)  44- Deed of Guarantee dated 30.05.2017 (Annexure 44)  45- Deed of Guarantee dated 30.05.2017 (Annexure 45)  46- Letter of Continuity Guarantee dated 30.05.2017 (Annexure 46)  47- Sanction Letter dated 05.04.2018 (Annexure 47)  48- Sanction Letter dated 19.09.2018 (Annexure 48)  49- Board Resolution dated 19.09.2018 (Annexure 49)  50- DP Note dated 19.09.2018 (Annexure 50)  51- Letter of Continuity Security dated 19.09.2018 (Annexure 51)  52- Letter of General Lien and set off dated 19.09.2018 (Annexure 52)  53- Term Loan Agreement dated 19.09.2018 (Annexure 53)  54- Supplementary Letter of Hypothecation dated 19.09.2018 (Annexure 54)  55- Letter of Continuing Guarantee dated 19.09.2018 (Annexure 55)  56- Copy of Lease Deed dated 17.07.2007 (Annexure 56)  57- Copy of Conveyance Deed dated 31.08.2010 (Annexure 57)  58- Copy of Conveyance Deed dated 04.11.2010 (Annexure 58)  59- Copy of Memorandum of Deposit of Title Deeds (Annexure 59)  60- Copy of Declaration cum Indemnity dated 19.09.2018 (Annexure 60)  61- Form No CHG-1 Certificate of creation/Modification of charge (Annexure 61)  62- Recall Notice with postal receipts dated 04.02.2019 (Annexure 62)  63- 13(2).notice with postal receipts dated 15.02.2019 (Annexure 63)  64- Statement of Account of Inventory Funding Account (Annexure 64)  65- Statement of Cash Credit Facility Account (Annexure 65)  66- Statement of Account of Term Loan-I (Annexure 66)  67- Statement of Account of Inventory Funding Account (Annexure 67)  68- Statement of Account of Term Loan-I (Annexure 68)</p> <p>Further when the Corporate Debtor defaulted in repayment of the interest/installments and the account of the Borrower became overdue &amp; the Account was also declared as a Non-Performing Asset on 27th January, 2019 in accordance with the guidelines of the Reserve Bank of India and the debt was crystallized on dated 04-02-2019 when loan was recalled vide loan recall notice dated 04.02.2019.</p> <p>Subsequently an application filed by an Operational Creditor was admitted by the NCLT Chandigarh Bench, Chandigarh vide their Order dated 08.12.2022 and the Bank received the intimation from Insolvency Resolution Professional intimating the appointment of Interim Resolution Professional and accordingly this claim as of entire dues on dated 08.12.2022 is being filed.</p>
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	NOT APPLICABLE



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	Name of Beneficiary – HDFC Bank Ltd. Account No. – <b>02400930000063</b> Account Name: Documentary Service A/c HDFC Bank Ltd Address of Bank - Peninsula Business Park, "B" Wing, 4th Floor, Dawn Mills Compound, Ganpat Rao Kadam Marg, Lower Parel, Mumbai, - 400013 IFSC Code – <b>HDFC0000240</b>
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Signature of financial creditor or person authorised to act on his behalf, <i>[Please enclose the authority if this is being submitted on behalf of an operational creditor]</i>	
Name in BLOCK LETTERS : ANKUSH SAINI	 
Position with or in relation to creditor: SENIOR MANAGER	
Address of person signing : Department for Special Operations, HDFC Bank Ltd., 5 <sup>th</sup> Floor, Ansal Classique Tower, J Block, Community Centre, Rajouri Garden, New Delhi-110027	

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



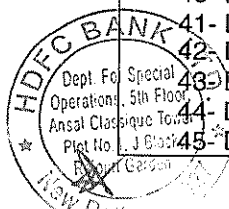
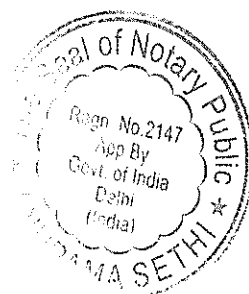
## AFFIDAVIT

I, Ankush Saini, s/o Sri S.S Saini aged about 45 years working as Senior Manager with the HDFC Bank Ltd., 5<sup>th</sup> Floor, Ansal Classique Tower, Plot No 1, J Block, Community Centre, Rajouri Garden, New Delhi-110027 on solemn oath doth hereby state, declare and affirm as under :-

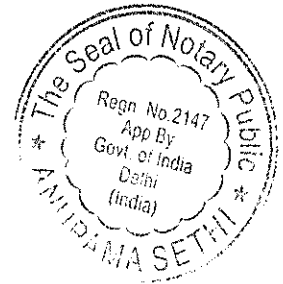
- 1) M/s Sidhi Vinayak Vehicles Private Limited, the Corporate Debtor is justly and truly indebted to the Bank in the sum of Rs. 50,59,56,161.05 along with further interest @ 18 % p.a in Inventory Funding Facility, Cash-Credit, Term Loan-I, Inventory Funding Facility, Term Loan compounded monthly w.e.f. 08.12.2022 till actual date of payment.
- 2) In respect of claim of the said sum or any part thereof, HDFC has relied on the documents specified below:-

The documents executed in this regard are as under:

- 1- Board Resolution dated 16.07.2022 (Annexure 1)
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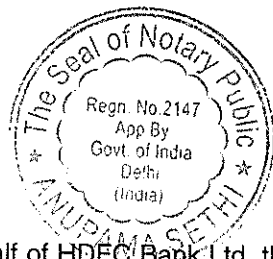


- 46- Letter of Continuity Guarantee dated 30.05.2017 (Annexure 46)
- 47- Sanction Letter dated 05.04.2018 (Annexure 47)
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- 64- Statement of Account of Inventory Funding Account (Annexure 64)
- 65- Statement of Cash Credit Facility Account (Annexure 65)
- 66- Statement of Account of Term Loan-I (Annexure 66)
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- 68- Statement of Account of Term Loan-I (Annexure 68)

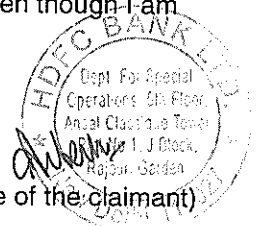


- 3) The said documents are true, valid and genuine to the best of my knowledge, information and belief derived from the documents/ records maintained by the Bank and no material facts have been concealed therefrom
- 4) In respect of the said sum or any part thereof, the Bank has not nor has any person by Bank's order, to my knowledge or belief, based on the records maintained by the Bank in ordinary course of business for Bank's use, had or received any manner of satisfaction of security whatsoever: (N.A.)
- 5) I undertake to update the claim as and when the claim is satisfied, partly or fully, from any source in any manner, after the insolvency commencement date.
- 6) I am / 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: 26.12.2022  
Place: New Delhi



**VERIFICATION**



(Signature of the claimant)

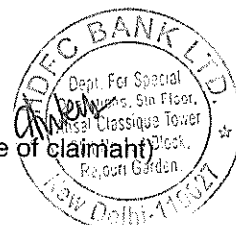
I, Ankush Saini, on behalf of HDFC Bank Ltd, the claimant hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and records maintained by HDFC Bank Ltd. and no material fact has been concealed therefrom.

**ATTESTED**

*[Signature]*

Notary Public, Delhi

Verified at New Delhi on this 26th, December, 2022.



(Signature of claimant)



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India



**Ankush Saini**  
जन्म तिथि / DOB: 01/09/1977  
पुरुष / MALE  
Mobile No.: 9818008790

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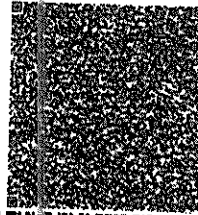


भारत सरकार  
GOVERNMENT OF INDIA



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