

FORM D
PROOF OF CLAIM BY FINANCIAL CREDITORS

(Under Regulation 18 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016)

27.04.2022

To,
CMA Laxman D Pawar
Liquidator, Pandhari Milk Pvt. Ltd.
16, Bhakti Complex, First Floor, Mumbai Pune Road,
Behind Dr Ambedkar Statue., Pimpri, Pune - 411018.

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.

Subject: Submission of claim and proof of claim in respect of the liquidation of Pandhari Milk Pvt. Ltd. under the Insolvency and Bankruptcy Code, 2016.

Sir,
Hero Fincorp Limited, hereby submits this claim in respect of the liquidation of Pandhari Milk Pvt. Ltd. The details for the same are set out below:


Relevant Particulars	
1. Name of the financial creditor	HERO FINCORP LIMITED (CIN: U25209DL2006PLC154715)
2. Address and email address of the financial creditor for correspondence	ADDRESS: 9, Community Centre, Basant Lok, Vasant Vihar New Delhi – 110057 Email(s): arjit.pratapsingh@herofincorp.com sonpal.singh@herofincorp.com kuljeet.singh@herofincorp.com litigation@herofincorp.com
3. Total amount of claim, including any interest, as at the liquidation commencement date and details of nature of claim (whether term loan, secured, unsecured)	₹ 4,04,05,565 (Rupees Four Crore Four Lakh Five Thousand Five Hundred Sixty-Five Only) – Working Capital Term Loan Facility
4. Details of documents by reference to which the debt can be substantiated	WORKING CAPITAL TERM LOAN FACILITY - Sanction letter dated 29.03.2019 - Facility Agreement dated 29.03.2019 - Addendum agreement dated 29.03.2019 - Deed of guarantee dated 29.03.2019 - FORECLOSURE STATEMENT AS ON 15.03.2022 AND STATEMENT OF ACCOUNTS.

Hero FinCorp Ltd.

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Email:- info.hfcl@herofincorp.com Website: www.herofincorp.com CIN:U74899DL1991PLC046774

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Relevant Particulars											
5. Details of any order of a court of tribunal that has adjudicated on the non-payment of debt	NONE										
6. Details of how and when debt incurred	Hero Fincorp Ltd. granted loan facilities to Pandhari Milk Private Limited vide, inter alia, the documents listed in point 5 above. Pandhari Milk 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	Personal Guarantee of: 1. Mahesh Dhondiram Chavan – 29.03.2022 2. Dhondiram Bhimrao Chavan – 29.03.2022 3. Shashikala Dattatray Dhaihande – 29.03.2022										
8A Whether security interest relinquished	No										
9. Details of any assignment or transfer of debt in his favour	None										
10 Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to a resolution plan	<table border="1"> <tr> <td>Bank Name</td> <td>HDFC Bank Ltd</td> </tr> <tr> <td>A/c Holder Name</td> <td>Hero Fincorp Ltd.</td> </tr> <tr> <td>Bank Address</td> <td>209-214, Kailash Building 26, KG Marg, New Delhi.</td> </tr> <tr> <td>Account No.</td> <td>00030310016156</td> </tr> <tr> <td>IFSC code</td> <td>HDFC0000003</td> </tr> </table>	Bank Name	HDFC Bank Ltd	A/c Holder Name	Hero Fincorp Ltd.	Bank Address	209-214, Kailash Building 26, KG Marg, New Delhi.	Account No.	00030310016156	IFSC code	HDFC0000003
Bank Name	HDFC Bank Ltd										
A/c Holder Name	Hero Fincorp Ltd.										
Bank Address	209-214, Kailash Building 26, KG Marg, New Delhi.										
Account No.	00030310016156										
IFSC code	HDFC0000003										
11 List of documents attached to this claim	<ul style="list-style-type: none"> - Sanction letter dated 29.03.2019 - Facility Agreement dated 29.03.2019 - Addendum agreement dated 29.03.2019 - Deed of guarantee dated 29.03.2019 - FORECLOSURE STATEMENT AS ON 15.03.2022 AND STATEMENT OF ACCOUNTS. 										
											
Sonpal Singh											
Associate, Legal Hero Fincorp Ltd.											
Add.: C/o Hero FinCorp Limited 9, Community Centre, 1 st Floor, Basant Lok, Vasant Vihar New Delhi – 110057.											



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL248070440600006U
Certificate Issued Date : 27-Apr-2022 08:09 PM
Account Reference : IMPACC (IV)/ dl978703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL07870336159388067858U
Purchased by : HERO FINCORP LIMITED
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : HERO FINCORP LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : HERO FINCORP LIMITED
Stamp Duty Amount(Rs.) : 50
(Fifty only)

सत्यमेव जयते



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF
CLAIM FORM - D DATED 27-04-2022.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.chiclistamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DECLARATION

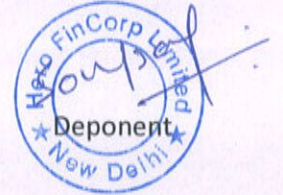
I, Sonpal Singh currently in occupation at Hero Fincorp Ltd, having registered office at 9, Community Centre, 1st Floor, Basant Lok, Vasant Vihar New Delhi – 110057, do hereby declare and state as follows:

1. Hero FinCorp Limited, the corporate debtor was, at the Liquidation Commencement Date, being 15.03.2022, indebted to me for a sum of ₹ 4,04,05,565 (Rupees Four Crore Four Lakh Five Thousand Five Hundred Sixty Five 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:
 - Sanction letter dated 29.03.2019
 - Facility Agreement dated 29.03.2019
 - Addendum agreement dated 29.03.2019
 - Deed of guarantee dated 29.03.2019
 - Foreclosure Statement as on 15.03s.2022 and Statement of Accounts.
3. The said documents are true, valid and genuine to the best of my knowledge, information and belief.
4. In respect of the said sum or any part thereof, I have not, nor have my partners or any of them, nor has any person, by my/our order, to my/our knowledge or belief, for my/ our use, had or received any manner of satisfaction or security whatsoever.

Solemnly, affirmed at New Delhi on 27.04.2022

Date: 27.04.2022

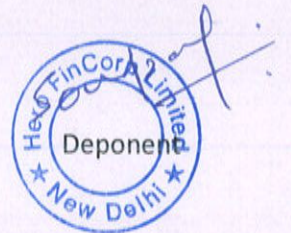
Place: New Delhi



VERIFICATION

I, Sonpal Singh, the deponent hereinabove 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 27.04.2022



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE 403RD MEETING OF COMMITTEE OF DIRECTORS OF THE BOARD OF DIRECTORS OF HERO FINCORP LIMITED (THE "COMPANY") HELD ON THURSDAY, OCTOBER 14, 2021 AT 34, COMMUNITY CENTER, BASANT LOK, VASANT VIHAR, NEW DELHI - 110057.

APPROVAL FOR CHANGE IN AUTHORISED SIGNATORIES FOR DEALING IN LEGAL MATTERS

"RESOLVED THAT in terms of authority granted by the Board of Directors and in supersession of earlier resolution passed by the Committee of Directors in its meeting held on May 07, 2021, the following persons be and are hereby severally authorised -

- Mr. Abhimanyu Munjal
- Mr. Shyam Lal
- Mr. Jayesh Jain
- Mr. Ajay Sahasrabuddhe
- Mr. Mahesh Kumar Sanghavi
- Mr. Kuljeet Singh Uppal
- Mr. Shivendra Kumar Suman
- Mr. Alihaskar P K
- Mr. Sonpal Singh
- Mr. Jaideep Maheshwari
- Mr. Mohita Sood
- Mr. Prannoy Raikhy

to do the following acts, deeds and things as may be required from time to time -

- a) To appear & act on behalf and to represent the Company in all suits, proceedings, matters, cases, litigations ("the matters") of Civil, Criminal, Revenue or any other nature in Original, Appellate or Revision, instituted or to be instituted by or against the Company before any or all Courts, Tribunals including National Company Law Tribunal & National Company Law Appellate Tribunal, Quasi-Judicial Authority, Registering or any other Authorities or office ("the Authorities") and to make statements in verbal or in writing;
- b) To make, sign, execute, affirm, depose, verify, present and file applications, plaints, written statements, petitions, rejoinders, appeals or any other pleadings/ representations/ replies/ deeds or documents, as the case may be in all matters instituted or to be instituted by or against the Company before Consumer Forums, all Courts, Tribunals including National Company Law Tribunal & National Company Law Appellate Tribunal, Judicial and Quasi-Judicial authorities in India and other authorities;
- c) To make, sign, execute, affirm, depose, verify, present and file applications, plaints, written statements, petitions, rejoinders, appeals or any other pleadings/ representations/ replies/ deeds or documents, as the case may be in all matters before Controller General of Patents Designs and Trademark (Department of Industrial Policy and Promotions, Ministry of Commerce and Industry) and all other authorities for registration of Trademarks, Copyrights, Patents or any other Intellectual Property Rights in favour of the Company;
- d) To accept service of proceedings, to appear, to defend or compromise any action suit or other proceedings instituted, commenced or prosecuted against the Company by or before the administrative, quasi judicial or Statutory Authorities, Collector of Stamps (Department of Revenue), Regional Transport Office, Government of NCT of Delhi and any other authority in

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India as the case may be and to pay, remit, submit, refuse and resist payment of any sum or sums of money, duties, penalties and other remittances or compliance with or fulfilment of any claim or demand or otherwise as deemed fit;

- e) To commence or prosecute any matter before the authorities, as the case may be, in connection with the business of the Company, its assets, liabilities, claims, obligations, rights or duties for the recovery or enforcement of any debt or other sum of money, dividend, claim and upon settlement to accept receipt or delivery of any sum of money, dividends, rent, issues, profits, debts due chattels effects and things or any part or parts thereof respectively to make, give and execute all and every such good and effectual receipts, acquittances, releases and discharges in law whatsoever as the nature of the case may require or as the attorney shall think fit or expedient as amply and effectively to all intents and purposes as the Company could do;
- f) To appoint, engage any Solicitor, Counsel, Advocates, Pleaders and such other persons and to give and sign any retainers warrants, Vakalatnama or other authority for prosecution or defence, in any matter in which the Company is or may be interested/party as required from time to time;
- g) To file and initiate criminal complaint, FIR with Police, Economic Offence Wing (EOW), Enforcement Directorate, SEBI Regional Director etc.
- h) To nominate and appoint any attorney(ies), agents, representatives and other persons with respect to the aforesaid to act on behalf of the persons mentioned herein above.

RESOLVED FURTHER THAT the acts, deeds and things done or purported to be done by virtue of the powers conferred from time to time to the official authorised hereinabove be and they are hereby ratified and confirmed.

RESOLVED FURTHER THAT any Director or Chief Financial Officer or Company Secretary of the Company be and is hereby severally authorised to give certified true copy of the abovesaid resolution."

For Hero FinCorp Ltd.


Shivendra Suman

Head - Compliance & Company Secretary

M.No. ACS18339



27.04.2022

Hero FinCorp Ltd.

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SANCTION LETTER

Date: 29/03/2019

Ref No: 4945909

Borrower Name: M/s Pandhari Milk Private Limited

Communication Address: Gat No. 553/1, Gonewadi Jath to Mangalwedha Road, Tal Mangalwedha-413305, Maharashtra

E-mail ID: accounts.pandhari@chavangroup.com

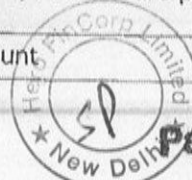
Kind Attention: Mr. Manesh Dhondiram Chavan - (Director) and (Mobile No. - 9822995438)

We are pleased to inform that we have considered the request made by you and have accordingly sanctioned a Secured Loan Facility subject to conditions and special conditions if any, mentioned herein.

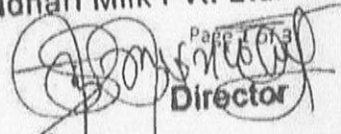
1	Nature of Facility	Working Capital Term Loan (WCTL)
2	Co-Borrower Name	NA
3	Guarantor Name	1. Mr. Manesh Dhondiram Chavan 2. Mr. Dhondiram Bhimrao Chavan 3. Mrs. Shashikala Dattatray Dhairhande
4	Sanctioned Amount	Rs. 303.98 Lacs
5	Validity of Sanction Letter	30 Days from the date of Sanction Letter
6	Availability Period of Draw Down	90 Days from the date of Sanction
7	Purpose	For Working Capital Requirement
8	Interest Type	Floating Rate
9	Hero FinCorp PLR (For Floating Rate of Interest)	13.00% per annum
10	Spread (For Floating Rate of Interest)	-1.00 %
11	Interest Rate	12.00% per annum
12	Processing Fees	1.00% of Sanctioned amount plus applicable tax, amounting Rs. 3,58,697/-
13	Tenure (In Months)	12 Months
14	Moratorium (In Months)	Nil
15	DSRA Amount	Rs. 63.98 Lacs
16	Insurance Premium	NA
17	Repayment Mode	NACH <input checked="" type="checkbox"/> Escrow <input type="checkbox"/> PDC <input type="checkbox"/>
18	EMI Cycle	03 rd of Every Month
19	EMI Amount	Rs. 27,00,826/- towards payment of principle and interest
20	Graded EMI (If any)	NA
21	Repayment A/c No & Bank Name	Bank of Maharashtra CC A/c No- 60303141678
22	Nature of Rollover	Auto Rollover <input type="checkbox"/> Normal Rollover <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
23	Foreclosure/Prepayment Charges	* Foreclosure not allowed within 12 months from the disbursal date. * After 12 months till loan closure, Foreclosure penalty 2% plus applicable tax will be applicable.
24	Default Interest	2% per month on the overdue amount

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Pandhari Milk Pvt. Ltd.

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Director