

SCHEDULE II FORM D

PROOF OF CLAIM BY FINANCIAL CREDITORS

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

To
The Liquidator
Mr Murali Prasad Nalam
Villa 67, Road No 3, Dollar Meadows
Nr DRK College of Engineering
Bowrampet, Hyderabad 500043

From
M/s Orix Leasing and Financial Services India Ltd
Plot No. 94, Marol Co-operative Industrial Estate
Andheri-Kurla Road, Andheri (East), Mumbai 400059.



Date: 21.05.2024

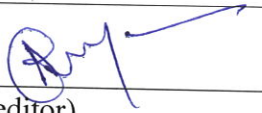
Subject: Submission of proof of claim in respect of the liquidation of M/s Solar Semiconductor Energy Systems (India) Private Limited under the Insolvency and Bankruptcy Code, 2016.

Madam/Sir,

M/s Orix Leasing and Financial Services India Ltd hereby submits this proof of claim in respect of the liquidation of M/s Solar Semiconductor Energy Systems (India) Private Limited. The details for the same are set out below:

1.	NAME OF 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)	M/s Orix Leasing and Financial Services India Limited CIN# U74900MH2006PLC163937
2.	ADDRESS AND EMAIL OF FINANCIAL CREDITOR FOR CORRESPONDENCE.	Plot No. 94, Marol Co-operative Industrial Estate, Andheri-Kurla Road, Andheri (East), Mumbai 400059 Email: Jay.gandhi@orixindia.com // Gandharv.Makker@orixindia.com // ajay.maurya@orixindia.com Phone# 9029394687
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)	PRINCIPAL : Rs. 2,25,15,210/- INTEREST : TOTAL CLAIM : Rs. 2,25,15,210/-
4.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	Please refer Annexure A01

5.	DETAILS OF ANY ORDER OF A COURT OF TRIBUNAL THAT HAS ADJUDICATED ON THE NON-PAYMENT OF DEBT	Not Applicable
6.	DETAILS OF HOW AND WHEN DEBT INCURRED	Please refer Annexure A01.
7.	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND THE FINANCIAL CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	Not Applicable
8.	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	On Furniture & Fittings
8A.	WHETHER SECURITY INTEREST RELINQUISHED	No
9.	DETAILS OF ANY ASSIGNMENT OR TRANSFER OF DEBT IN HIS FAVOUR	Not Applicable
10.	DETAILS OF THE BANK ACCOUNT TO WHICH THE FINANCIAL CREDITOR'S SHARE OF THE PROCEEDS OF LIQUIDATION CAN BE TRANSFERRED	M/s. ORIX Leasing & Financial Services India Limited A/C No. 054405007804 MIDC Branch, Trade Centre, Near Seepz, MIDC, Andheri East, Mumbai – 400093. IFSC Code- ICIC0000544.
11.	LIST OUT AND ATTACH THE DOCUMENTS RELIED ON IN SUPPORT OF THE CLAIM.	(i) Lease Agreement dated 3rd Apr 2017 for availing financial assistance. (ii) Repayment schedule of lease amount. (iii) Request for Disbursement of lease finance amount. (iv) Bank statement evidencing the dispersal of amount for the Corporate Debtor

Signature of financial creditor or person authorised to act on his behalf: *  (please enclose the authority if this is being submitted on behalf a financial creditor)

Name in BLOCK LETTERS: **AJAY MAURYA**

Position with or in relation to creditor : **SENIOR MANAGER - LEGAL**

Address of person signing : Plot No. 94, Marol Co-operative Industrial Estate, Andheri-Kurla Road, Andheri (East), Mumbai 400059

PAN No: AUZPM8902C

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


ANNEXURE A01

DETAILS OF CLAIM & Computation Table

1. On 03.04.2017, Orix executed a lease finance agreement with CD to provide lease finance assistance, and CD was to repay lease rentals as per the repayment schedule.
2. On 30.03.2017, CD requested Orix to release Rs.1,08,25,948.68 as lease finance to M/s Interio and Architecture, Bangalore, for the purchase of office furniture and interiors.
3. Pursuant to CD's instructions, Orix disbursed Rs.64,95,569 on 05.04.2017 and Rs.42,81,245 on 28.11.2017 to CD's architects, M/s Interio & Architecture, Bangalore.
4. When CD failed to pay the outstanding amount, Orix filed the Company Petition CP(IB) No.662/07/HDB/2019 under Section 7. The Hon'ble NCLT admitted the application for CIRP, which was challenged at the Hon'ble NCLAT and the Apex Court, but the challenges were dismissed.

Computation Table - Claim as on 26.04.2024			
1	Disbursement No	:	F/DISB011373
2	Customer account	:	F/C007234
3	Customer Name	:	Solar Semiconductor Energy Systems (India) Private Ltd
4	Delay Payment charges calculated upto	:	24-Aug-20
5	Lease Termination Date	:	1-Aug-20
SNo	Cost Elements		Amount in Rs.
1	Foreclosure Value	A	2,996,856
2	GST @ 28% on foreclosure value	B	839,120
3	Total (C=A+B)		3,835,976
4	Penalty for closure	D	59,938
5	GST On Penalty @18%	E	10,789
6	Delay Payment Charges(Foreclosure Value)	F	1,499,446
7	Total Foreclosure Value (G=C+D+E+F)-Annexure-A		5,406,149
8	Rental outstanding	H	8,925,928
9	Delay Payment Charges(Rental)	I	10,330,033
10	Cheque Bouncing Charges	J	18,290
11	Total Rental Receivables (K=H+I+J)-Annexure-B		19,274,251
12	Total Recoverable (L=G+K)		24,680,400
13	Less Security Deposit	M	(2,165,190)
	Net Receivable (L-M) as on 26.04.2024		22,515,210

Date: 21st May 2024
Place: Mumbai


Ajay Maurya
Senior Manager - Legal



AFFIDAVIT

I, Ajay Maurya, having address at Plot No. 94, Marol Co-operative Industrial Estate Andheri-Kurla Road, Andheri (East), Mumbai 400059 do solemnly affirm and state as follows:-

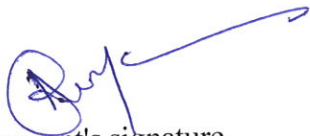
1. The above named corporate debtor was, at the liquidation commencement date, that is, the 26th day of April 2024 and still is, justly and truly indebted to Orix Leasing and Financial Services India Ltd a sum of Rs. 2,25,15,210/-
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
 - Lease Agreement dated 3rd Apr 2017 for availing financial assistance.
 - Repayment schedule of lease amount.
 - Request for Disbursement of lease finance amount.
 - Bank statement evidencing the dispersal of amount for the Corporate Debtor. The said documents are true, valid and genuine to the best of my knowledge, information and belief.
3. 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 Mumbai on 21st of May 2024.



Notary / Oath Commissioner.




Deponent's signature.

VERIFICATION

I, the Deponent hereinabove, do hereby verify and affirm that the contents of para 1 to 3 of this affidavit are true and correct to my knowledge and belief. Nothing is false and nothing material has been concealed therefrom.

Verified at Mumbai on this 21st day of May, 2024.

Deponent's signature.



BEFORE ME

21-5-24
RAMESH KUMAR SINGH
(Advocate & Notary Govt. of India)
Greater Mumbai & Thane Dist.
F-5, Sarvodaya Housing Society,
L.B.S. Nagar, 90 Feet Road,
Sakinaka, Mumbai-72.

Sr. No.	6385
Date	21-5-24



FORM D

PROOF OF CLAIM BY FINANCIAL CREDITORS

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

To
Liquidator
of Solar Semiconductor Energy Systems (India)
Private Limited,
Mr. Murali Prasad Nalam,
Villa 67, Road No. 3, Dollar Meadows,
Near DRK College of Engineering,
Bowrampet, Hyderabad - 500043,
Email - murali.advice@gmail.com

05th June 2024

From
Authum Investment and Infrastructure Limited
(Resultant company pursuant to demerger of Reliance Commercial Finance Limited),
Having its registered office
707, Raheja Centre, Free Press Journal Marg, Nariman Point, Mumbai - 400021,
Maharashtra.

Subject: Submission of proof of claim in respect of the liquidation of Solar Semi Conductor Energy System (India) Private Limited under the Insolvency and Bankruptcy Code, 2016.

Madam/Sir,

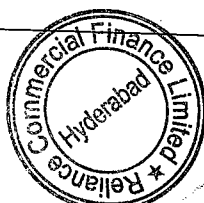
Authum Investment and Infrastructure Limited (Resultant company pursuant to demerger of Reliance Commercial Finance Limited vide NCLT Order dated May 10, 2024) wish to submit our claims for the liquidation process of Solar Semi Conductor Energy System (India) Private Limited].

The details for the same are set out below:

1.	Name of financial creditor	Authum Investment and Infrastructure Limited (Resultant company pursuant to demerger of Reliance Commercial Finance Limited vide NCLT Order dated May 10, 2024)
2.	Address and email of financial creditor for correspondence.	Address: Ruby, 11 th Floor, North-West Wing, Plot No.29, Senapati Bapat Marg, Dadar (West), Mumbai-400028. Email Address:- 1) paresh.s.narvekar@authum.com 2) kislay.s.kanu@authum.com 3) monica.salian@authum.com 4) 70903451@authummiil.onmicrosoft.com 5) dasaradha.ramu@authum.com Contact Numbers:- 9869577182, 7738540976, 9870109212, 9884010088, 8886842299




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)	PRINCIPAL_OUT STANDING INTEREST_OD PENAL TOTAL DUES	21,219,790.51 5549049.77 26095485 52,864,325.28
4.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	The above debt is fully secured <ol style="list-style-type: none"> 1. Exhibit A : SME loan Application dated 22nd July 2016 2. Exhibit B: Facility cum Hypothecation Agreement bearing No. RLCSBAN000329134 dated 30th August 2016 3. Exhibit C: Addendum to the Loan Agreement bearing No. RLCSBAN000329134 date 16th August 16th August 2016 4. Exhibit D: Sanction Letter dated 12th August 2016 5. Exhibit E: Hypothecated - Tax Invoices dated 10th October 2016 & 3rd October 2018 6. Exhibit F: Statement of Accounts bearing No. RLCSBAN000329134 as on 19^h March 2020 7. Exhibit G: Account bearing No. RLCSBAN000329134 as on 19th March 2020 8. Exhibit H: Index of charges Registered 	
5.	DETAILS OF ANY ORDER OF A COURT OF TRIBUNAL THAT HAS ADJUDICATED ON THE NON-PAYMENT OF DEBT	CP(IB) No. 662/7/HDB/2019	
6.	DETAILS OF HOW AND WHEN DEBT INCURRED	<p>One Reliance Capital Limited, having its registered office at H - Block, 1st Floor, Dhirubhai Ambani Knowledge City, Koperkhairane, Navi Mumbai 400710 being a company incorporated under the provisions of the Companies Act, 1956 was initially in the business of granting commercial loans to the borrowers. The Commercial Finance Division of the said Reliance Capital Limited was dealing with such disbursement of loan. Reliance Commercial Finance Limited, being the successor in interest of Reliance Capital Limited, is a company incorporated under the Companies Act, 1956, having its registered office at Reliance Centre, 6' Floor, South West Wing, Off. Western Express Highway, Santacruz (East), Mumbai - 400</p> <p>055. Reliance Commercial Finance Limited is in the business of granting loan and providing finance to various customers for the purpose of purchasing vehicles and construction equipments and loan against hypothecation of assets, equipments.</p> <p>Solar Semiconductor Energy System (India) Private Limited is a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at Survey No.183 Part, CF Area, Phase III,</p>	



[Handwritten signature]

Industrial Development Park, Ghatkesar Mandal, APIIC-IALA Cherapally Municipality Rangareddi TG 500051. In the usual course of business, Solar Semiconductor Energy System (India) Private Limited, required to purchase assets/ equipments to be utilized in running of the said business.

Solar Semiconductor Energy System (India) Private Limited, in their usual course of business, had approached Reliance Capital Limited, the predecessor in interest of Reliance Commercial Finance Limited during the period July, 2016 for the purpose of procuring assets, electronic equipments & components.

Accordingly Reliance Capital Limited had entered into Facility cum Hypothecation agreements with Solar Semiconductor Energy System (India) Private Limited. The details of the loan agreement is given herein below:

Loan Amount 30,000,000

Against the said Loan agreement the following assets, equipments were purchased which were hypothecated with Reliance Capital Limited and is still hypothecated with the Reliance Commercial Finance Limited towards security against the loan disbursed. The details of the said asset, security are as follows:

*First charge by way of hypothecation of equipments:
Machinery for 70 MW fully
automatic Solar photovoltaic Module Manufacturing
Line at 50/5, Thimma
Reddy Industrial Estate, Bommansandra
Village, Bangalore 560099.*

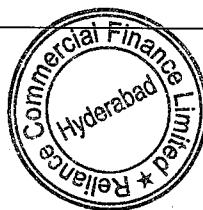
The said financial assistance was secured by way of mortgage of the property being second charge by way of MODT of collateral property (total carpet area of property is 7497 Sq. ft.) situated at Unit No.4, Plot No.1, S. No.276A, L Ward, Property No.3846 (1C), Natun Warehouse Complex Wadia Estall Road, Opp Kranti Nagar, Bali Bazar, Kural West Mumbai 400072 in favour of Reliance Capital Limited, the predecessor in interest of Reliance Commercial Finance Limited.

The said

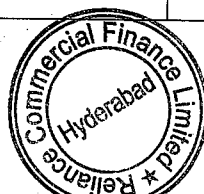
asset, equipment were also

hypothecated in favour of Reliance Capital Limited in terms of the said loan agreement and Reliance Capital Limited had the first charge on the said asset, equipment. The aforementioned agreement has been signed, executed by Solar Semiconductor Energy System (India) Private Limited and signed and concluded by Reliance Capital Limited the predecessor in interest of Reliance Commercial Finance Limited at their erstwhile Bangalore office being 37 Lalbagh Road, Brahmananda Court, Bangalore 560027.

From time to time Solar Semiconductor Energy System (India) Private Limited made defaults in making payment under the aforesaid agreement. Solar Semiconductor


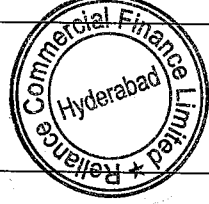


		<p>Energy System (India) Private Limited has paid only few installments and thereafter failed and neglected to pay any further installments under the agreement. In spite of repeated requests and demands made by Reliance Capital Limited, Solar Semiconductor Energy System (India) Private Limited failed and neglected to regularize the payments under the loan agreement.</p> <p>Subsequently, by a scheme of arrangement sanctioned by the Hon'ble Bombay High Court by a joint order dated 9th December, 2016 passed in Company Scheme Petition No. 781 of 2016 connected with Company Summons For Direction No. 657 of 2016 and Company Scheme Petition No. 782 of 2016 connected with Company Summons for Direction No. 658 of 2016, the Commercial Finance Division of Reliance Capital Limited (RCL), stood transferred to Reliance Commercial Finance Limited. The debt, due and owing by Solar Semiconductor Energy System (India) Private Limited to the Commercial Finance Division of Reliance Capital Limited stood transferred to Reliance Commercial Finance Limited by way of such scheme. The said order dated 9th December, 2016 passed by the Hon'ble Bombay High Court has also been filed with the Registrar of Companies after completion of all formalities.</p> <p>Accordingly all debts due and owing to the Commercial Finance Division of the Reliance Capital Limited stood transferred to Reliance Commercial Finance Limited.</p> <p>However the Corporate Debtor has made intermittent and sporadic payments. As on 19th March 2020 even after adjusting all the amounts received there is a due of Rs. 2,95,07,532.98/- (Rupees Two Crore Ninety Five Lakh Seven Thousand Five Hundred Thirty Two and Ninety Eight Paise Only) as against the loan agreement.</p> <p>Lastly, National Company Law Tribunal, Mumbai Bench ("NCLT"), has approved the Scheme of Arrangement for demerger of Lending Business of Reliance Commercial Finance Limited to Authum Investment & Infrastructure Limited vide its order dated May 10, 2024, in view of which, the lending business and rights and entitlements attached thereto of the demerged company viz. RCFL shall be transferred to and vested in the Resulting company viz. Authum Investment and Infrastructure Limited as a going concern.</p>
7.	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND THE FINANCIAL CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	Nil
8.	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	1. First Charge by way of a hypothecation of equipment's, machinery of 70mw Solar photo voltaic module manufacturing line



[Handwritten Signature]

		2. Second Charge by way of MOTD of collateral property a total carpet area of 7497 sq.ftsituated at unit no. 4 plot no. 1 S. No. 276A, L-Ward, property no. 3846 (1C), Nathun Ware House complex, wadiaestall road, opposite, Kranti Nagar, Bali Bazar, Kurla West Mumbai, 400072.
8A.	WHETHER SECURITY INTEREST RELINQUISHED	No
9.	DETAILS OF ANY ASSIGNMENT OR TRANSFER OF DEBT IN HIS FAVOUR	No
10.	DETAILS OF THE BANK ACCOUNT TO WHICH THE FINANCIAL CREDITOR'S SHARE OF THE PROCEEDS OF LIQUIDATION CAN BE TRANSFERRED	Bank of Baroda. Account Holder: Bank of Baroda Customer Collection A/c Bank Ac No: 04240200008206 Branch Name-Thane - 400602 IFSC CODE: BARBOTHANAX (Please note that 5th character is zero) MICR Code: 400012079
11.	LIST OUT AND ATTACH THE DOCUMENTS RELIED ON IN SUPPORT OF THE CLAIM.	As mentioned above

Signature		
Mallepudi Dasaradharamu		
Address :- Reliance commercial Finance Limited, Dhurve Arcade, 3 Floor, D.No 6-3-248, Naveen Nagar, Road No 1, Banjara hills, Hyderabad, Telangana -500034		

AFFIDAVIT

I, Mallepudi Dasaradharamu, address at, Dhurve Arcade, 3 Floor, D.No 6-3-248, Naveen Nagar, Road No 1, Banjara hills, Hyderabad, Telangana -500034 do solemnly affirm and state as follows:

1. The above-named corporate debtor was, at the liquidation commencement date, 26th April 2024, and still is, justly and truly indebted to Rs. 52,864,325.28.
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
 - a. SME loan Application dated 22nd July 2016
 - b. Facility cum Hypothecation Agreement bearing No. RLCSBAN000329134 dated 30th August 2016
 - c. Addendum to the Loan Agreement bearing No. RLCSBAN000329134 date 16th August 16th August 2016
 - d. Sanction Letter dated 12th August 2016
 - e. Hypothecated - Tax Invoices dated 10th October 2016 & 3rd October 2018
 - f. Statement of Accounts bearing No. RLCSBAN000329134 as on 19^h March 2020
 - g. Account bearing No. RLCSBAN000329134 as on 19th March 2020
 - h. Index of charges Registered.
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, save and except the following: NA

Signature

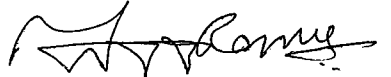


VERIFICATION

I, Mallepudi Dasaradharam, the Deponent therein above, do hereby verify and affirm that the contents of this affidavit are true and correct to my knowledge and belief. Nothing is false and nothing material has been concealed therefrom.

Verified at Hyderabad on this 05TH day of June 2024




Deponent's signature.