

Extract from Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

Regulation 7. Claims by operational creditors.

(1) A person claiming to be an operational creditor, other than workman or employee of the corporate debtor, shall submit proof of claim to the interim resolution professional in person, by post or by electronic means in Form B of the Schedule:

Provided that such person may submit supplementary documents or clarifications in support of the claim before the constitution of the committee.

- (2) The existence of debt due to the operational creditor under this Regulation may be proved on the basis of-
- (a) the records available with an information utility, if any; or
 - (b) other relevant documents, including -
 - (i) a contract for the supply of goods and services with corporate debtor;
 - (ii) an invoice demanding payment for the goods and services supplied to the corporate debtor;
 - (iii) an order of a court or tribunal that has adjudicated upon the non-payment of a debt, if any; or
 - (iv) financial accounts.

OTAR

SCHEDULE

FORM B

PROOF OF CLAIM BY OPERATIONAL CREDITOR EXCEPT WORKMEN AND EMPLOYEES

[Under regulation 7 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016]

03.06.2022

To,
The Interim Resolution Professional / Resolution Professional
Mr. Sudhir Kumar Shukla

Address - U-22, Ground Floor, Sangam Place,
Civil Lines, Prayagraj-Uttar Pradesh-211001
IP Registration No.: IBBI/IPA-001/IP-P-01139/2018-19/12386

Email Id: - skshukla22@hotmail.com



From,
Sanghvi Movers Limited,
Survey No. 92, Tathawade,
Taluka Mulshi,
Pune - 411 033.

Subject: Submission of proof of claim in the case of Anindya Infratech Private Limited.

Sir,

Sanghvi Movers Limited, hereby submits this proof of claim in respect of the corporate insolvency resolution process in the case of **Anindya Infratech Private Limited**. The details for the same are set out below:

<u>SR. NO.</u>	<u>PARTICULARS</u>	
1	NAME OF OPERATIONAL CREDITOR	Sanghvi Movers Limited
2	IDENTIFICATION NUMBER OF OPERATIONAL CREDITOR (IF AN INCORPORATED	L29150PN1989PLC054143



	BODY PROVIDE IDENTIFICATION NUMBER AND PROOF OF INCORPORATION. IF A PARTNERSHIP OR INDIVIDUAL PROVIDE IDENTIFICATION RECORDS* OF ALL THE PARTNERS OR THE INDIVIDUAL)	
3	ADDRESS AND EMAIL ADDRESS OF OPERATIONAL CREDITOR FOR CORRESPONDENCE	Survey No. 92, Tathawade, Taluka Mulshi, Pune - 411 033. EMAIL- shirgaonkar.vinayak@sanghvicranes.com
4	TOTAL AMOUNT OF CLAIM (INCLUDING INTEREST AS AT THE INSOLVENCY COMMENCEMENT DATE)	Rs. 11,53,817/- (Principal Amount) + Rs.13,27,680 (Interest @ 24% p.a) on principal amount from the date of default 19/08/2017 as on 02/06/2022 Statement of Accounts attached.
5	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	<ol style="list-style-type: none"> EXHIBIT "A" (colly) are copies of the work orders. EXHIBIT "B" (colly) are copies of the Invoices. EXHIBIT "C" (colly) are copies of the said e-mails. EXHIBIT "D" is a copy of the notice dated 21/01/2019 along with acknowledgment receipt of the said notice. No reply was received by Anindya Infratech Pvt. Ltd. despite receiving the said notice.. EXHIBIT "E" Statement of Accounts.
	DETAILS OF ANY DISPUTE AS WELL AS	NOT APPLICABLE



6 THE RECORD OF PENDENCY OR ORDER OF SUIT OR ARBITRATION PROCEEDINGS

7 DETAILS OF HOW AND WHEN DEBT INCURRED

1. Anindya Infratech Pvt. Ltd. approached the Operational Creditor with a request to provide them with various capacity cranes for their on-going project site at Etawah-tundla section of Indian railway. Thereafter, following work orders were issued by Anindya Infratech Pvt. Ltd. on the terms and conditions more particularly set out therein:

Date	Site	Work Order/Amendment/Letter of Intent	Hire
01/10/2016	Etawah-tundla	AIPL/SANGHVI/LC-BB/LG-1200/2016-17/2110	LG-1200
29/05/2017	Etawah-tundla	AIPL/SANGHVI/LC-BB/LG-1200/2016-17/2110/Ext-01	LG-1200

Annexed hereto and marked as **EXHIBIT "A" (colly)** are copies of the work orders.

2. The said work orders were given on certain conditions inter alia the Operational Creditor shall provide Anindya Infratech Pvt. Ltd with specified capacity cranes as per its requirements for the period more particularly mentioned in each of the work orders, the said cranes shall be provided on monthly hire/rental basis, the payment of the rental/hire charges shall be made within number of days as mentioned in the respective work orders from the date of

NCC



submission of bills, invoices to that effect and diesel required for crane shall be provided by Anindya Infratech Pvt. Ltd free of cost.

3. The said cranes were deployed by the Operational Creditor at the designated sites on the designated date of Anindya Infratech Pvt. Ltd and they were fully functional and operational by the employees of Operational Creditor. The said cranes were successfully used and utilized by Anindya Infratech Pvt. Ltd for the purposes and the periods for which these cranes were procured on hire basis from Operational Creditor. The Anindya Infratech Pvt. Ltd were and are under a contractual and legal obligation to pay the hire charges and other dues to Operational Creditor as per the agreed terms. Till date Anindya Infratech Pvt. Ltd have made only the part payment of the said outstanding amount towards the said hire charges for their Etawah-tundla and Anindya Infratech Pvt. Ltd have committed material default in illegally withholding the payments without any valid reason whatsoever. Anindya Infratech Pvt. Ltd have specifically admitted, confirmed and acknowledged the due amount from time to time but avoided to make payment on some pretext or the other.

4. The Operational Creditor has raised the following several bills towards hire charges of the cranes and the List of pending invoices as on today are as follows:

Invoice Date	Invoice No.	Balance Amt
30-Apr-2016	Bill No. 32120-9206	4,45,133
31-May-2016	Bill No. 32667-9206	9,44,625

Stamp: ANINDYA INFRA TECH PVT. LTD. ETAWAH-TUNDLA, DIST. ETAWAH, U.P. 202001. Date: 01.05.2016. Signature: [Signature]

Stamp: ST. MOVERS LIMITED, PUNE. Signature: [Signature]

30-Jun-2016	Bill No. 33260-9206	1,10,750
31-Dec-2016	Bill No.35404-9206	8,81,076
31-Jan-2017	Bill No.35947-9206	9,20,000
28-Feb-2017	Bill No.36311-9206	7,07,694
31-Mar-2017	Bill No.36651-9206	7,78,463
30-Apr-2017	Bill No.37205-9206	6,01,533
31-May-2017	Bill No.37277-9206	9,20,000
30-Jun-2017	Bill No.37603-9206	9,20,000
19-Jul-2017	UP/SL/00001-9206	1,45,230
	Total	73,74,504

Less

On Account Record 62,20,687

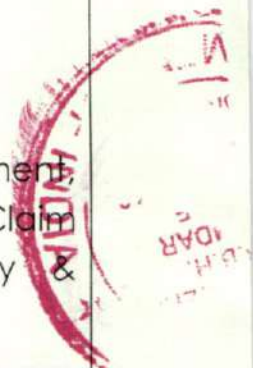
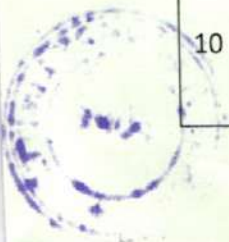
Net Amt 11,53,817

Annexed hereto and marked as **EXHIBIT "B"** "**(colly)**" are copies of the Invoice.

5. In spite of constant and rigorous follow-up, there was no any action/s on part of Anindya Infratech Pvt. Ltd. to release huge outstanding amount of Operational Creditor. Whenever, Operational Creditor reminded / requested Anindya Infratech Pvt. Ltd. through a series of e-mail communications Anindya Infratech Pvt. Ltd. made false promises assuring

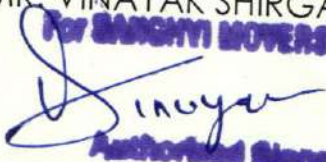


		<p>Operational Creditor that they will clear Operational Creditor's outstanding within a short span of time. Operational Creditor has sent numerous emails reminding Anindya Infratech Pvt. Ltd. about the debt due, but Anindya Infratech Pvt. Ltd. choose to evade our request. Annexed hereto and marked as EXHIBIT "C" (COLLY) are copies of the said e-mails.</p> <p>6. Vide Notice dated 21 January 2019, the Operational Creditor call upon Anindya Infratech Pvt. Ltd. to pay balance payment of crane and trailer hire charges. But no reply was received by Anindya Infratech Pvt. Ltd. despite receiving the said notice. Annexed hereto and marked as EXHIBIT "D" is a copy of the Notice dated 21 January 2019.</p> <p>7. Aggrieved by the issue of non-payment, the Operational Creditor filed the Claim before you under the Insolvency & Bankruptcy Code, 2016.</p>
8	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	NOT APPLICABLE
9	DETAILS OF ANY RETENTION OF TITLE ARRANGEMENTS IN RESPECT OF GOODS OR PROPERTIES TO WHICH THE CLAIM REFERS	NOT APPLICABLE
10	DETAILS OF BANK ACCOUNT TO WHICH THE	Beneficiary Name SANGHVT MOVERS LIMITED -

	AMOUNT OF THE CLAIM OR ANY PART THEREOF CAN BE TRANSFERRED PURSUANT TO A RESOLUTION PLAN	Credit Account No 15332668176 - Bank STATE BANK OF INDIA - Branch- Industrial Finance Branch. Tara Chambers, Wakadewadi, Near Marai Police Chowky, Pune Mumbai Road, Pune - 411003 Account Type Cash Credit Account - IFSC Code SBIN0008966 - Branch Code 8966 -
11	LIST OF DOCUMENTS ATTACHED TO THIS PROOF OF CLAIM IN ORDER TO PROVE THE EXISTENCE AND NON-PAYMENT OF CLAIM DUE TO THE OPERATION CREDITOR	<ol style="list-style-type: none"> 1. EXHIBIT "A" (colly) are copies of the work orders. 2. EXHIBIT "B" (colly) are copies of the Invoices. 3. EXHIBIT "C" (colly) are copies of the said e-mails. 4. EXHIBIT "D" is a copy of the Demand Notice dated 21 January 2019 along with Delivery receipt of the said notice. No reply was received by Anindya Infratech Pvt. Ltd. despite receiving the said notice. 5. EXHIBIT "E" Statement of Accounts.

Signature of Operational Creditor or person authorized to act on his behalf

NAME IN BLOCK LETTERS	MR. VINAYAK SHIRGAONKAR For SANGHVI MOVERS LIMITED  Authorized Signatory
Position with or in relation to creditor	AGM-Legal
Address of person signing	Sanghvi Movers Ltd. Survey No. 92, Tathawade, Tal- Mulshi, Pune-411033,

*PAN number: BOZPS2348P

