

Auromira Biopower India Private Ltd

Claims as on 1.9.2017

Sl No	Party's Name	Amount of claims Submitted	Amount of claims accepted
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Financial creditors

1)Bank of India	Rs 49,22,41,398	
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2)Pheonix	Rs 54,20,815,73	
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Operatoonal Creditors as on 10.10.2017

3) N.Nagarajan	Rs 21,39,615 + Interest 9,71;619	
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4)Sakthimurugan suppliers	Rs 8,49,555	
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5)Ramaselvam	Rs 2,96,999	
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6)venkata Subbura j	Rs 79,260	
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7)SundarRaj	Rs1,93,050	
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8)Narayanaswamy Rjpm	Rs 2,32,302	
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9)Ravi.G Tenkasi	Rs 3,49,727	
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10)Athi Electrix	Rs 1,30,046	at present No dues. After handover the motor Rs 94,230 is payable
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The following parties have also submitted claim which was rejected.

11)I .Hithayathulla	Rs 6,51,618	No dues
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12) Ganeshan	Rs 85,845	No dues
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Prema claims pertaining to Auromira Energy p ltd. hence not shown and rejected

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL



குமிட்டி 6 தமிழ்நாடு TAMIL NADU

6495

15-9-2017

Banking India.

39AB 906620

Ph: 28194842, 9840813384

V. RAJENDRAN, B.A..

L. No. 44/B3/97

No. 54/420, PANTHEON ROAD,
EGMORE, CHENNAI-600 004

SCHEDULE
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]

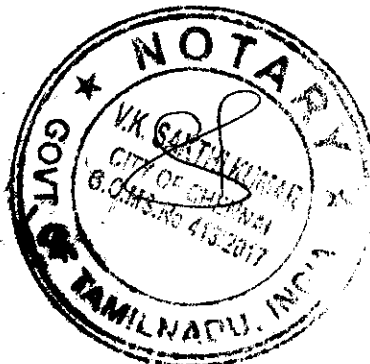
To

Shri.A.Arumugam, Interim Resolution Professional,
No.1/56, Market Road,
Kelambakkam,
Chennai 603 103.

From

BANK OF INDIA, a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, and having its Head Office/Registered Office at Star House, C- 5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.

Branch Office
Chennai Large Corporate Branch
No.826, Anna Salai, Tarapore Towers,
IV Floor, Chennai 600 002

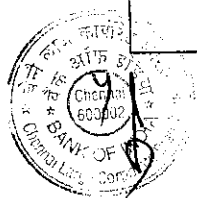


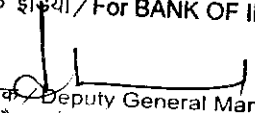
Subject: Submission of proof of claim.

Madam/Sir,

Bank of India, at Chennai Large Corporate Branch at No.826, Anna Salai, Tarapore Towers, IV Floor, Chennai 600 002 hereby submits this proof of claim in respect of the corporate insolvency resolution process in the case of Auro Mira BioPower India Private Ltd. The details for the same are set out below:

PARTICULARS		
1.	NAME OF FINANCIAL CREDITOR	Bank of India, Chennai Large Corporate Branch.
2.	IDENTIFICATION NUMBER 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)	TAN NUMBER: CHEB00280A
3.	ADDRESS AND EMAIL ADDRESS OF FINANCIAL CREDITOR FOR CORRESPONDENCE.	Corpbanking.Chennai@bankofindia.co.in boi.clcb@gmail.com
4.	TOTAL AMOUNT OF CLAIM (INCLUDING ANY INTEREST AS AT THE INSOLVENCY COMMENCEMENT DATE)	Rs. 49,22,41,398.22 as on (01.09.2017) (including uncharged interest) Details as per Annexure I
5.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	As per Annexure II
6.	DETAILS OF HOW AND WHEN DEBT INCURRED	Company was sanctioned credit facilities for establishing 18 MW Biomass based power project in Tirunelveli Dist. The company was sanctioned term loan facilities of Rs.54.00 crs under MBA shared by Bank of India (Rs.20 crs) on 09.12.2009 & L&T Infra Co. Ltd. (Rs.34 crs). Subsequently the working capital requirements comprising of WCFBL of Rs.13.20 crs and NFBL (LC/BG) of Rs.2 crs as a sublimit within the overall WCFBL was also sanctioned by Bank of India. Later L&T Infra co Ltd assigned their debts to Edelweiss ARC.
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	NIL



PARTICULARS		
8.	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	As per Annexure III
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 OF INDIA CHENNAI LARGE CORPORATE BRANCH 801520110000026 IFSC: BKID0008015.
10.	LIST OF DOCUMENTS ATTACHED TO THIS PROOF OF CLAIM IN ORDER TO PROVE THE EXISTENCE AND NONPAYMENT OF CLAIM DUE TO THE OPERATIONAL CREDITOR	Not Applicable
<p style="text-align: center;"> कृते बैंक ऑफ इंडिया / For BANK OF INDIA  उप महा प्रबन्धक / Deputy General Manager चेन्नै लार्ज कॉर्पोरेट शाखा CHENNAI LARGE CORPORATE BRANCH चेन्नै / CHENNAI-600 002 </p> <p>Signature of financial creditor or person authorised to act on his behalf [Please enclose the authority if this is being submitted on behalf of an operational creditor]</p> <p>Name in BLOCK LETTERS : Shri. Subash Chandra Malkoti</p> <p>Position with or in relation to creditor- Deputy General Manager.</p> <p>Address of person signing : Flat No.2F, Glenden Place Owners' Association, Glenden Place, 813, Poonamallee High Road, Chennai 600 010.</p>		

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



AFFIDAVIT

I, Subash Chandra Malkoti, Deputy General Manger, Bank of India, Chennai Large Corporate Branch currently residing at Flat No.2F, Glenden Place Owners' Association, Glenden Place, 813, Poonamallee High Road, Chennai 600 010 do solemnly affirm and state as follows:

1. Auro Mira Biopower India Private Limited, the corporate debtor was, at the insolvency commencement date, being the 1st day of September 2017 justly and truly indebted to Bank of India in the sum of **Rs.49,22,41,398.22** as on 01.09.2017.


2. In respect of our claim of the said sum or any part thereof, I have relied on the documents specified below as per Annexure II

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 has 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:

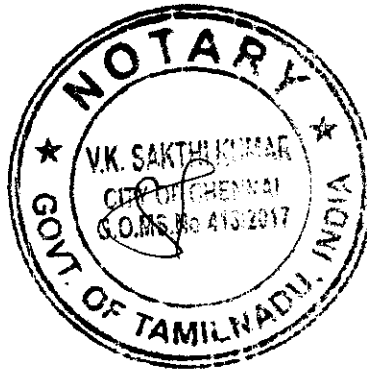
Solemnly, affirmed at Chennai on 22nd day, of September 2017.

Before me,


25.9.17

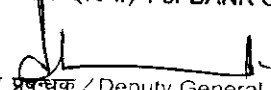
Notary/Oath Commissioner

V.K. SAKTHI KUMAR, B.A., B.L.
ADVOCATE & NOTARY PUBLIC
Resi. New # 9, Konnur High Road,
5th Lane, Avanaavaram, Chennai-600 023
ENROLL No. 330 / 85



VERIFICATION


कृते बैंक ऑफ इंडिया / For BANK OF INDIA


उप महा प्रबन्धक / Deputy General Manager
चेन्नै लार्ज कॉर्पोरेट शाखा
CHENNAI LARGE CORPORATE BRANCH
चेन्नै / CHENNAI-600 002

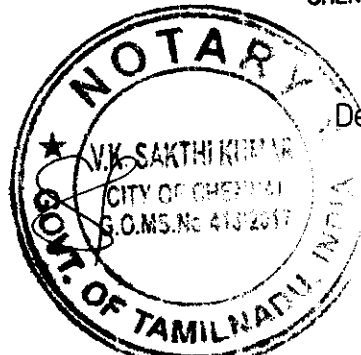
Deponent's signature

I, the Deponent hereinabove, do hereby verify and affirm that the contents of paragraph 1 to 4 of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

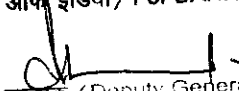
Verified at CHENNAI on this 22nd day of September 2017.


25.9.17

V.K. SAKTHI KUMAR, B.A., B.L.
ADVOCATE & NOTARY PUBLIC
Resi. New # 9, Konnur High Road,
5th Lane, Avanaavaram, Chennai-600 023
ENROLL No. 330 / 85



कृते बैंक ऑफ इंडिया / For BANK OF INDIA


उप महा प्रबन्धक / Deputy General Manager
चेन्नै लार्ज कॉर्पोरेट शाखा
CHENNAI LARGE CORPORATE BRANCH
चेन्नै / CHENNAI-600 002

Deponent's signature

SCHEDULE

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]

Date: 27-09-2017

To
The Interim Resolution Professional,
Mr. Arumugam Arumugam
Regn.No.: IBB/PA-003/IP-N00094/2017-2018/10936
1/56, Market Road (Devi Stores Upstairs)
Kelamabakkam, Chennai-603103

From
Phoenix ARC Private Limited,
Trustee of Phoenix Trust FY14-09
5th Floor, Dani Corporate Park,158, CST Road, Kalina,
Santacruz (E), Mumbai - 400 098, India

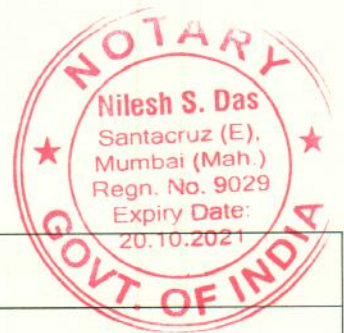
Subject: Submission of proof of claim.

Madam/Sir,

Phoenix ARC Private Limited in its capacity as Trustee of Phoenix Trust FY 14-09 (Phoenix) hereby submits this proof of claim in respect of the corporate insolvency resolution process in the case Auro mira Bio-Power India Private Limited. The details for the same are set out below:

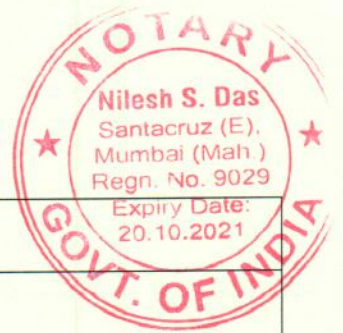
PARTICULARS		
1.	NAME OF FINANCIAL CREDITOR	Phoenix ARC Private Limited Trustee of Phoenix Trust FY 14-09
2.	IDENTIFICATION NUMBER OF FINANCIAL CREDITOR (IF AN INCORPORATED BODY PROVIDE IDENTIFICATION NUMBER AND PROOF OF INCORPORATION. IF A PARTNERSHIP OR INDIVIDUAL PROVIDE IDENTIFICATION RECORDS* OF ALL THE PARTNERS OR THE INDIVIDUAL)	U67190MH2007PTC168303
3.	ADDRESS AND EMAIL ADDRESS OF FINANCIAL	5th Floor, Dani Corporate Park,158, CST Road, Kalina, Santacruz (E), Mumbai - 400 098, India ajit.kewin@phoenixarc.co.in;



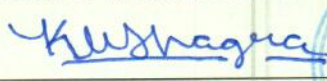



PARTICULARS		
	CREDITOR FOR CORRESPONDENCE.	pallavi.chavan@phoenixarc.co.in; kushagra.p@phoenixarc.co.in
4.	TOTAL AMOUNT OF CLAIM (INCLUDING ANY INTEREST AS AT THE INSOLVENCY COMMENCEMENT DATE)	Rs. 54,12,13,256/- (Rupees Fifty Four Crores Twelve Lakhs Thirteen Thousand Two Hundred and Fifty Six) as on 01.09.2017 and Expenses of Rs. 8,68,317(Rupees Eight Lakh Sixty Eight Thousand Three Hundred and Seventeen) as on 01.09.2017
5.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	Assignment Agreement dated 28th March, 2014
6.	DETAILS OF HOW AND WHEN DEBT INCURRED	Debts incurred as per the following agreements: a) Assignment Agreement dated 28th March, 2014 b) Statement of Dues c) Facility Agreement dated 07.01.2010 d) Hypothecation Deed dated 07.01.2010 e) Inter-se Agreement with Bank of India dated 12.07.2010 f) Memorandum of Entry dated 04.08.2010 In addition to the above documents Phoenix also relies on the documents executed by other Pari Passu Lender
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	Nil
8.	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	Kindly refer Annexure I attached with this Form.

Kushagra



PARTICULARS			
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	Account Name	Phoenix Trust FY 14-9
		Account No.	5311379029
		CRN	72055332
		Branch	Kalina
		IFSC Code	KKBK0000631
10.	LIST OF DOCUMENTS ATTACHED TO THIS PROOF OF CLAIM IN ORDER TO PROVE THE EXISTENCE AND NONPAYMENT OF CLAIM DUE TO THE OPERATIONAL CREDITOR	a) Copy of Assignment Agreement dated 28th March, 2014 b) Statement of Dues c) Facility Agreement dated 07.01.2010	

Signature of financial creditor or person authorised to act on his behalf

Name in BLOCK LETTERS : MR. KUSHAGRA PANDEY
Position with or in relation to creditor: DEPUTY MANAGER
Address of person signing: 5th Floor, Dani Corporate Park,158, CST Road, Kalina, Santacruz (E), Mumbai - 400 098, India

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

AFFIDAVIT

I, Kushagra Pandey currently working as Deputy Manager at Phoenix ARC Private Limited, 5th Floor, Dani Corporate Park,158, CST Road, Kalina, Santacruz (E), Mumbai - 400 098, solemnly affirm and state as follows:

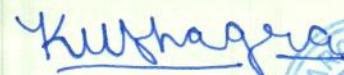

1. Auro mira Bio-Power India Private Limited the corporate debtor was, at the insolvency commencement date, being the 01st day of September 2017, justly and truly indebted to me in the sum of **Rs. 54,12,13,256/- (Rupees Fifty Four Crores Twelve Lakhs Thirteen Thousand Two Hundred and Fifty Six)** as on 01.09.2017 and Expenses of **Rs. 8,68,317 (Rupees Eight Lakh Sixty Eight Thousand Three Hundred and Seventeen)** as on 01.09.2017

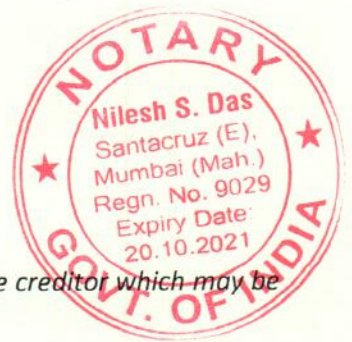
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:

- Assignment Agreement
- Statement of Dues

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 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:



credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set-off against the claim NIL.]

Solemnly, affirmed at Mumbai on 27th day of Wednesday of the month of September and year 2017

Before me,

Notary/Oath Commissioner


Deponent's signature


VERIFICATION

I, Kushagra Pandey, the Deponent hereinabove, do hereby verify and affirm that the contents of paragraph 1 to 4 of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at Mumbai on this 27th day of September 2017


Deponent's signature

BEFORE ME


Nilesch S. Das
ADVOCATE & NOTARY 27/9/17
203, Sai Chambers, Santacruz (E),
Next to Rly. Stn., Mumbai - 400 055



NOTED & REGISTERED
Page No. 37 Sr. No. 7/2695
Date 27/9/17

Annexure – I

Description of the secured moveable assets:

1. First pari passu charge by way of hypothecation of all the Borrower's moveable assets including moveable Plant and Machinery, spares, tools, accessories, furniture's, fixtures, vehicles and other moveable assets present and future of the Borrower Company (Present and Future).
2. First pari passu charge by way of hypothecation in favour of LT Infra, all present and future book debts, bills, monies receivables, cash flows and other consumables and/ or other consumables and general stores including a charge on bank accounts of the Borrower Company on pari pasu basis with working capital lenders.
3. First pari passu charge cum assignment and creation of security interest in (i) all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower Company in the Project Documents, all as amended, varied and supplemented from time to time (ii) all the rights, titles, interests, benefits, claims and demands whatsoever of the Borrower Company in the clearance related to the Project (iii) all the rights, titles, interests, benefits, claims and demands whatsoever of the Borrower Company in any letter of credit, guarantee, performance bond provided by any party to the Project documents and (iv) all Insurance Contracts/ Insurance Proceeds.
4. First pari passu charge on Debt Service Reserve Account (DSRA) and Trust and Retention Account opened in a designated bank where all the cash flows deposited and all the proceeds therein.
5. First ranking pari passu pledge by the promoter of the shares of the Corporate Debtor including all accretions thereto , all dividends interest, and other monies payable in respect of such shares and all voting rights and other rights benefits and proceeds and distributions in respect of the or derived therefrom, in favour of the Assignor Bank that is L &T Infrastructure Finance Company, representing 100 % of the total paid of up equity share capital of the Corporate Debtor

Description of the secured immovable assets

First pari passu charge by way of mortgage on all the immoveable assets of the Borrower Company situated at Tenkasi regn district, Tirunelveli, Melamaruthappapuram village, Patta No. 1691, admeasuring approx acres 22.97.85 cents comprising of following survey nos;

Sr. No	S.F No	Acre	Cents
1	169/1	4	.06
2	169/2	4	.56
3	170/1	1	.35
4	168/11	1	.47
5	162/6	0	.88
6	162/5	0	.83
7	169/3A	0	.79
8	169/3B	0	.77
9	181/5	1	.25
10	178/4A	1	.40.85
11	183/8C	1	.94
12	183/1C	0	.53
	183/1B	0	
13	183/6	0	.51
14	183/7	0	.70
15	184/1H	0	.20



16	184/4A	0	.09
17	184/4B	0	.31
18	184/4C	0	.31
19	178/1A	0	.74
20	178/1B	0	.28
Total		22	.97.85

within the following boundaries:

North: Remaining lands in Sr. no. 183/1B

East: S. No. 183/6 and S. No 183/7

South: S. No. 181

West: S. No. 187

Guarantee

Corporate Guarantee - Auro Mira Energy Company Private Limited

K. Nagaraj

