

FORM C

PROOF OF CLAIM BY OPERATIONAL CREDITORS
(Under Regulation 17 of the Insolvency and Bankruptcy Board of India (Liquidation Process)
Regulations, 2016)

Date: 07-01-2021

To
Mr. Modilal Dhanraj Pamecha,
C-802 Padmarag Co-Op Hsg Ltd.,
J.B. Nagar, Andheri East, Mumbai-400059

From
Esszee Manufacturing Pvt. Ltd.
Unit No. 9, Corporate Park II, 9th Floor,
VN Purav Marg, Near Swastik Chambers,
Chembur, Mumbai- 400 071.

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

Madam/Sir,

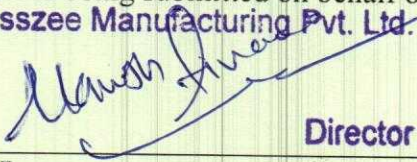
Esszee Manufacturing Private Limited hereby submits this proof of claim in respect of the liquidation of SPG Multi Trade Pvt. Ltd. The details for the same are set out below:

PARTICULARS		
1.	NAME OF OPERATIONAL 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)	Esszee Manufacturing Pvt. Ltd.
2.	ADDRESS AND EMAIL ADDRESS OF OPERATIONAL CREDITOR FOR CORRESPONDENCE	Unit No. 9, Corporate Park II, 9 th Floor, V. N. Purav Marg, Near Swastik Chambers, Chembur, Mumbai- 400 071. esszeemanufacturingpvtltd@gmail.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)	Principal Amount: Rs.71,14,56,387/- Interest @21% p.a.: Rs. 6,18,10,844/- Total Amount: Rs.77,32,67,231/- (Rupees Seventy Seven Crore, Thirty Two Lakh, Sixty Seven Thousand, Two Hundred and Thirty One Only).
4.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED.	The Operational Creditor has raised various Invoices which are attached herewith with the

PARTICULARS		
		proof of claim. The Corporate Debtor had confirmed the debt of Rs.77,32,67,231/- vide Letter dated 25 th June, 2019. On 12 th March, 2019, a mandatory Demand Notice under Insolvency and Bankruptcy Code, 2016 had been served to the Corporate Debtor.
5.	DETAILS OF ANY ORDER OF COURT OF TRIBUNAL THAT HAS ADJUDICATED ON NON-PAYMENT OF DEBT.	Order dated 03.03.2020 passed by the National Company Law Tribunal, Mumbai Bench in which the Hon'ble Tribunal has admitted the claim of Operational Creditor and initiated the corporate insolvency resolution process against corporate debtor.
6	DETAILS OF HOW AND WHEN DEBT INCURRED	<p>The Operational Creditor is into the business of supplying wide variety of fabrics, raw cotton bales, plates and iron steel products is has its registered office at Chembur, Mumbai. The Operational Creditor and Corporate Debtor had been into business of supplying and purchasing variety of fabrics, raw cotton bales, plates and iron steel products. The Corporate Debtor had been irregular in making payment and made last payment of Rs.5,00,000/- on 31st January, 2019.</p> <p>As per the Invoices raised, Credit period of 3 days had been provided. Last Invoice has been raised on 7th December, 2018 therefore the debt fell due on 10th December, 2018. The Corporate Debtor confirmed the debt of Rs.77,32,67,231/- vide Letter dated 25th June, 2019. On 12th March, 2019, a mandatory Demand Notice under Insolvency and Bankruptcy Code, 2016 had been served to the Corporate Debtor. The Corporate Debtor had made the last payment on 31st January, 2019 of Rs.5,00,000/- to the Operational Creditor. Thereafter no payment has been made. Therefore, there had been the Corporate Debt of Rs.77,32,67,231/- (Rupees Seventy Seven Crore, Thirty Two Lakh,</p>

PARTICULARS		
		Sixty Seven Thousand, Two Hundred and Thirty One Only) where the Principal Amount is Rs.71,14,56,390.92/- & Interest @ 21% p.a. (as per Invoices) is Rs.6,18,10,844/- due and payable by the Corporate Debtor to the Operational Creditor from 10 th December, 2018.
7	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND THE OPERATIONAL CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	- N.A.-
8	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN.	-N.A.-
9	DETAILS OF ANY ASSIGNMENT OR TRANSFER OF DEBT IN HIS FAVOUR	N.A.
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	Esszee Manufacturing Pvt. Ltd. AXIS BANK BRACH- GHATKOPAR EAST, MUMBAI, ACCOUNT NO.- 910020007171075, IFSC CODE-UTIB0000029.
11	LIST OUT AND ATTACH THE DOCUMENTS RELIED ON IN SUPPORT OF THE CLAIM.	<p>1.) Confirmation of Accounts dated 1st April, 2018 and 16th July, 2019 issued by Corporate Debtor.</p> <p>2.) Purchase Orders.</p> <p>3.) Demand Notice dated 9th May, 2018 alongwith the following Invoices:</p> <p>(a.) Invoice No.: EMPL\MAR-275\17\18 dated 26.03.2018</p> <p>(b.) Invoice No.: EMPL\MAR-276\17-18 dated 26.03.2018</p> <p>(c.) Invoice No.: EMPL/CTB/MAR-277\17-18 dated 26.03.2018</p> <p>(d.) Invoice No.: EMPL\MAR-279\17-18 dated 27.03.2018</p> <p>(e.) Invoice No.: EMPL\MAR-280\17-18 dated 27.03.2018</p>

PARTICULARS		
		(f.) Invoice No.: EMPL/CTB/MAR-281/20017-18 dated 27.03.2018
		(g.) Invoice No.: EMPL/CTB/MAR-283\17-18 dated 28.03.2018
		(h.) Invoice No.: EMPL\CTB\MAR-284/2017-18 dated 28.03.2018
		(i.) Invoice No.: EMPL/MAR-289\17-18 dated 31.03.2018
		(j.) Invoice No.: EMPL/SSP/MAR-290/2017-18 dated 31.03.2018.
		(k.) Invoice No.: EMPL/SSP/MAR-291/2017-18 dated 31.03.2018.
		(l.) Invoice No.: EMPL/SSP/MAR-292/2017-18 dated 31.03.2018.
		(m.) Invoice No.: EMPL\MAR-293\17-18 dated 31.03.2018.
		(n.) Invoice No.: EMPL/CTB/MAR-294/2017-18 dated 31.03.2018.
		(o.) Invoice No.: EMPL\FAB-43\18-19 dated 24.05.2018.
		(p.) Invoice No.: EMPL/CTB-44/2018-19 dated 24.05.2018.
		(q.) Invoice No.: EMPL/SSP-045/18-19 dated 24.05.2018.
		(r.) Invoice No.: EMPL/HRP-046/18-19 dated 24.05.2018.
		(s.) Invoice No.: EMPL/TMT/MAR-285/2017-18 dated 28.05.2018.
		(t.) Invoice No.: EMPL/HRP/MAR-286/2017-18 dated 28.05.2018.
		(u.) Invoice No.: EMPL/058 dated 05.11.2018.
		(v.) Invoice No.: EMPL/075 dated 07.12.2018.

PARTICULARS	
	<p>(w.) Invoice No.: EMPL/076 dated 07.12.2018.</p> <p>(x.) Invoice No.: EMPL/077 dated 07.12.2018.</p> <p>4.) Ledger Account of SPG Multi Trade Pvt. Ltd. in the books of Esszee Manufacturing Pvt. Ltd. from 1st March, 2018 to 2nd March, 2019.</p> <p>5.) The Ledger Account of the Corporate Debtor in the Operational Creditor's Books as on 15th July, 2019.</p> <p>6.) Interest Calculation of the Corporate Debt as per 21% p.a. as on 30th June, 2019.</p>
<p>Signature of Operational Creditor or person authorised to act on his behalf (Please enclose the authority if this is being submitted on behalf of the Operational Creditor)</p> <p>Esszee Manufacturing Pvt. Ltd.</p> <p> Director</p>	
Name : MR. MANISH TIWARI	
Position with or in relation to creditor: DIRECTOR	
Address of person signing: 154, CLERK COLONY, NANDA NAGAR, INDORE-452 011	

AFFIDAVIT

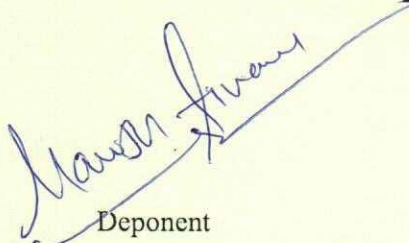
I, Manish Tiwari, age 51 years, the Director of the Financial Creditor, Indian Inhabitant having office address at 154, Clerk Colony, Nanda Nagar, Indore-452 011, Presently available in Mumbai do solemnly affirm and state as follows: -

1. SPG Multi Trade Pvt. Ltd., the corporate debtor was, at liquidation commencement date, that is 04th day of December 2020 and still is, justly and truly indebted to me in the sum of Rs.77,32,67,231/- (Rupees Seventy Seven Crores Thirty Two Lakhs Sixty Seven Thousand Two Hundred Thirty One Only).
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
 - i. Confirmation of Accounts dated 1st April, 2018 and 16th July, 2019 issued by Corporate Debtor.
 - ii. Purchase Orders,
 - iii. Demand Notice dated 9th May, 2018 alongwith the following:
 - iv. Invoice No.: EMPL\MAR-275\17-18 dated 26.03.2018
 - v. Invoice No.: EMPL\MAR-276\17-18 dated 26.03.2018
 - vi. Invoice No.: EMPL\CTB\MAR-277\17-18 dated 26.03.2018
 - vii. Invoice No.: EMPL\MAR-279\17-18 dated 27.03.2018
 - viii. Invoice No.: EMPL\MAR-280\17-18 dated 27.03.2018
 - ix. Invoice No.: EMPL\CTB\MAR-281\20017-18 dated 27.03.2018
 - x. Invoice No.: EMPL\CTB\MAR-283\17-18 dated 28.03.2018
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 - xix. Invoice No.: EMPL\CTB-44\2018-19 dated 24.05.2018.
 - xx. Invoice No.: EMPL\SSP-045\18-19 dated 24.05.2018.
 - xxi. Invoice No.: EMPL\HRP-046\18-19 dated 24.05.2018.
 - xxii. Invoice No.: EMPL\TMT\MAR-285\2017-18 dated 28.05.2018.
 - xxiii. Invoice No.: EMPL\HRP\MAR-286\2017-18 dated 28.05.2018.
 - xxiv. Invoice No.: EMPL\058 dated 05.11.2018.
 - xxv. Invoice No.: EMPL\075 dated 07.12.2018.
 - xxvi. Invoice No.: EMPL\076 dated 07.12.2018.
 - xxvii. Invoice No.: EMPL\077 dated 07.12.2018.
 - xxviii. Ledger Account of SPG Multi Trade Pvt. Ltd. in the books of Esszee Manufacturing Pvt. Ltd. from 1st March, 2018 to 2nd March, 2019.
 - xxix. The Ledger Account of the Corporate Debtor in the Financial Creditor's Books as on 15th July, 2019.
 - xxx. Interest Calculation of the Corporate Debt as per 21% p.a. as on June 2019.



3. The said documents are true, valid and genuine to the best of my knowledge, information and belief and no material facts have been concealed therefrom.
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 order, to my knowledge or belief, for my use, had or received any manner of satisfaction or security whatsoever ,save except the following .

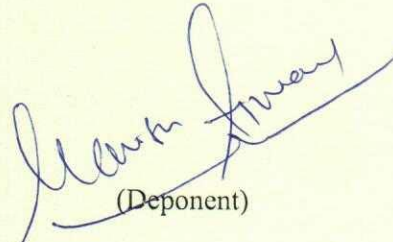
Solemnly, affirmed at Mumbai
on the 07 day of January 2021.


Deponent

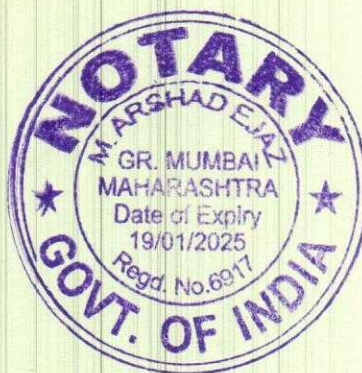
VERIFICATION

I, the Deponent hereinabove, do hereby verify and affirm that the contents of para 1 to 4 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 7th day of January, 2021


(Deponent)


WINAYAK S. JAGDALE
ADVOCATE
KURIA STREET MUMBAI 70



ATTESTED BY ME


M. ARSHAD EJAZ
NOTARY (GOVT. OF INDIA)

- 7 JAN 2021

