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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
NEW DELHI BENCH**

COMPANY APPLICATION NO. _____ OF 2018

(Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with
Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating
Authority) Rules, 2016)

POOJA FILM COMPANY ... FINANCIAL CREDITOR/
PETITIONER

Vs

SPE FILMS INDIA PRIVATE LIMITED ... CORPORATE DEBTOR

LIST OF DATES AND EVENTS

Sr.No.	Date	Particulars
1.		Kriarj Entertainment Private Limited ("KEPL") is a producer and distributor of cinematographic films in the Indian movie industry and has produced and developed the movie titled "Padman" in Hindi language.
2.	25.5.2017	KEPL entered into a distribution agreement with SPE Films India Private Limited (Corporate Debtor) on 25.05.2017 for the movie Padman. Vide this agreement, KEPL transferred the theatrical rights, music rights and other rights of the movie to SPE Films India Private Limited.
3.	January 2018	After assigning the rights, KEPL approached Pooja Film Company (Applicant) for providing financial assistance in relation to the production of the movie Padman.

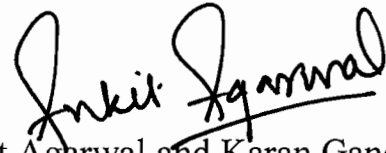
4.	17.1.2018	The Applicant/Petitioner entered into Film Finance Agreement dated 17.01.2018 further to which Applicant/Petitioner agreed to grant a loan of Rs. 19,00,00,000/- to KEPL. Of the aforesaid 19 crores, Rs. 10,00,00,000/- were paid through RTGS to the bank account of KEPL and Rs. 9,00,00,000/- as part payment in lieu of booking of Flat on 2 nd /3 rd Floor in the Building Pooja Casa, located at Union Park, Pali Hill, Mumbai 400052 given on behalf of Kriarj Entertainment Private Limited on 17.01.2018. The agreement inter alia at Clause 3 (b) contained an undertaking of Kriarj Entertainment Pvt.Ltd. to arrange a Declaration cum Confirmation from the distributor regarding payment of Rs.20 crores to Pooja Film Company.
5.	17.1.2018	In pursuance to the Film Finance Agreement dated 17.1.2018, the loan amount of Rs. 19,00,00,000/- was to be repaid by the Corporate Debtor to the Applicant/Petitioner along with interest of Rs. 1,00,00,000/- (Rupees One Crore only) by 15.04.2018
6.	17.1.2018	Further as per Film Finance Agreement dated 17.01.2018, it was agreed that KEPL would share the bank account details of Applicant/Petitioner with the Corporate Debtor who was acting as a distributor of the film 'Padman' who shall pay the collection of revenues from distribution of the said film directly to the bank account of Applicant/Petitioner till the amount of Rs. 20 crores comprising of 19 crores debt along with

		1 crores interest is paid in full. It is pertinent to mention here that this entire payment was to be completed by 15.04.2018. it was also agreed that in the event, all or part of loan is not repaid by the Corporate Debtor to the Applicant/Petitioner then further interest shall be payable on the loan till the repayment of loan calculated at pro-rata basis taking in account the applicable interest rate applied on the loan.
7.	17.1.2018	That to put the aforesaid understanding in knowledge and agreement of the Corporate Debtor, KEPL issued a letter dated 17.01.2018 to Corporate Debtor wherein both KEPL and Corporate Debtor agreed to the understanding of transferring proceeds as aforesaid.
8.	9.2.2018	The Film "Padman" was released worldwide and it collected gross receipts of approximately Rs.80 crores for All India Territory and approximately Rs.35 crores from overseas territory and exploitation of other rights.
9.	18.4.2018	The Corporate Debtor failed to make any payment on due date i.e. 15.04.2018 consequent to which on 18.04.2018, Applicant/Petitioner through its advocate addressed a Demand Letter to the Corporate Debtor demanding payment.
10.	24.4.2018	Further to the aforesaid letter dated 18.04.2018, Corporate Debtor made a payment of Rs.9.52 crores to Applicant/Petitioner on 24.04.2018. The said

		payments were made via RTGS in the account of Applicant/Petitioner. The Applicant/Petitioner has adjusted aforesaid payment made by the Corporate Debtor from the principal amount. As on 29.08.2018 the Corporate Debtor is liable to pay Rs. 10,75,99,299 /-(Rupees Ten Crores Seventy Five Lacs Ninety Nine Thousand Two Hundred and Ninety Nine only) towards loan and interest to the Applicant/Petitioner which has been withheld.
11.	29.8.2018	That till date and even after multiple requests, Corporate Debtor has failed to make the payments due upon the Corporate Debtor.
12.	30.8.2018	The Applicant therefore prays that the Application be admitted against the Respondent for the Corporate Resolution Process for the non-payment of the lawful dues and for appointment of Resolution Professional.

Applicant

Through



(Ankit Agarwal and Karan Gandhi)

Advocates for the Applicant

E-50, Greater Kailash Enclave -I,

New Delhi - 110048

Phone: 9811197358

E-mail: ankit.agarwal.adv@outlook.com

Place: New Delhi

Date:

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
NEW DELHI BENCH

COMPANY APPLICATION NO. _____ OF 2018

(Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with
Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating
Authority) Rules, 2016)

POOJA FILM COMPANY ... FINANCIAL CREDITOR/
PETITIONER

Vs

SPE FILMS INDIA PRIVATE LIMITED ... CORPORATE DEBTOR

SYNOPSIS

Sr.No.	Particulars
1.	Kriarj Entertainment Private Limited (“KEPL”) is a producer and distributor of cinematographic films in the Indian movie industry and has produced and developed the movie titled “Padman” in Hindi language. It is submitted that KEPL entered into a distribution agreement with SPE Films India Private Limited (Corporate Debtor) on 25.05.2017 for the movie Padman. Vide this agreement, KEPL transferred the theatrical rights, music rights and other rights of the movie to SPE Films India Private Limited. After assigning the rights, KEPL approached Pooja Film Company (Applicant) for providing financial assistance in relation to the production of the movie Padman.
2.	The Applicant/Petitioner entered into Film Finance Agreement dated 17.01.2018 further to which Applicant/Petitioner agreed to grant a loan of Rs. 19,00,00,000/- to KEPL. Of the aforesaid 19 crores, Rs. 10,00,00,000/- were paid through RTGS to the bank account of KEPL and Rs. 9,00,00,000/- as part payment in lieu of booking of Flat on 2 nd /3 rd Floor in the Building Pooja Casa, located at Union Park, Pali Hill, Mumbai 400052 given by Kriarj Entertainment Private Limited on 17.01.2018. The agreement inter alia at Clause 3 (b) contained an

	undertaking of Kriarj Entertainment Pvt. Ltd. to arrange a Declaration cum Confirmation from the distributor regarding payment of Rs.20 crores to Pooja Film Company.
3.	In pursuance to the Film Finance Agreement dated 17.1.2018, the loan amount of Rs. 19,00,00,000/- was to be repaid by the Corporate Debtor to the Applicant/Petitioner along with interest of Rs. 1,00,00,000/- (Rupees One Crore only) by 15.04.2018
4.	Further as per Film Finance Agreement dated 17.01.2018, it was agreed that KEPL would share the bank account details of Applicant/Petitioner with the Corporate Debtor who was acting as a distributor of the film 'Padman' who shall pay the collection of revenues from distribution of the said film directly to the bank account of Applicant/Petitioner till the amount of Rs. 20 crores comprising of 19 crores debt along with 1 crores interest is paid in full. It is pertinent to mention here that this entire payment was to be completed by 15.04.2018. it was also agreed that in the event, all or part of loan is not repaid by the Corporate Debtor to the Applicant/Petitioner then further interest shall be payable on the loan till the repayment of loan calculated at pro-rata basis taking in account the applicable interest rate applied on the loan.
5.	That to put the aforesaid understanding in knowledge and agreement of the Corporate Debtor, KEPL issued a letter dated 17.01.2018 to Corporate Debtor wherein both KEPL and Corporate Debtor agreed to the understanding of transferring proceeds as aforesaid.
6.	The Film "Padman" was released worldwide and it collected gross receipts of approximately Rs.80 crores for All India Territory and approximately Rs.35 crores from overseas territory and exploitation of other rights.

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7.	The Corporate Debtor failed to make any payment on due date i.e. 15.04.2018 consequent to which on 18.04.2018, Applicant/Petitioner through its advocate addressed a Demand Letter to the Corporate Debtor demanding payment.
8.	Further to the aforesaid letter dated 18.04.2018, Corporate Debtor made a payment of Rs.9.52 crores to Applicant/Petitioner on 24.04.2018. The said payments were made via RTGS in the account of Applicant/Petitioner. The Applicant/Petitioner has adjusted aforesaid payment made by the Corporate Debtor from the principal amount. As on 29.08.2018 the Corporate Debtor is liable to pay Rs. 10,75,99,299 /-(Rupees Ten Crores Seventy Five Lacs Ninety Nine Thousand Two Hundred and Ninety Nine only) towards loan and interest to the Applicant/Petitioner which has been withheld.
9.	That till date and even after multiple requests, Corporate Debtor has failed to make the payments due upon the Corporate Debtor.
10.	The Applicant therefore prays that the Application be admitted against the Respondent for the Corporate Resolution Process for the non-payment of the lawful dues and for appointment of Resolution Professional.

Applicant

Through



(Ankit Agarwal and Karan Gandhi)

Advocates for the Applicant

E-50, Greater Kailash Enclave -I,

New Delhi - 110048

Phone: 9811197358

E-mail: ankit.agarwal.adv@outlook.com

Place: New Delhi

Date:

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
NEW DELHI BENCH**

COMPANY APPLICATION NO. OF 2018

(Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with
Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating
Authority) Rules, 2016)

IN THE MATTER OF:

POOJA FILM COMPANY ... FINANCIAL CREDITOR/
PETITIONER

VS

SPE FILMS INDIA PRIVATE LIMITED ... CORPORATE DEBTOR

MEMO OF PARTIES

IN THE MATTER OF:

POOJA FILM COMPANY

Through its Proprietor having its office at
Pooja House, CTS No.892 and 893, Opp.
JW Marriot Hotel, Juhu Tara Road, Juhu,
Mumbai 400 049

... Financial Creditor/Petitioner

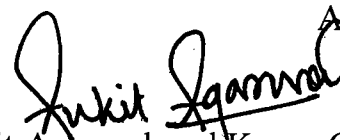
Versus

SPE FILMS INDIA PRIVATE LIMITED

Registered Office:
4575/15, Aggarwal Road,
Onkar House, Darya Ganj
New Delhi 110002

... Corporate Debtor

Through



Applicant

(Ankit Agarwal and Karan Gandhi)
Advocates for the Applicant
E-50, Greater Kailash Enclave -I,
New Delhi - 110048
Phone: 9811197358
E-mail: ankit.agarwal.adv@outlook.com

Place: New Delhi
Date:

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
PRINCIPAL BENCH
AT NEW DELHI

COMPANY PETITION (IB) NO. _____ / 2018

IN THE MATTER OF:

APPLICATION BY FINANCIAL CREDITOR(S) TO INITIATE
CORPORATE INSOLVENCY RESOLUTION PROCESS UNDER
SECTION 7 OF THE INSOLVENCY AND BANKRUPTCY CODE,
2016 READ WITH RULE 4 AND RULE 9 OF THE INSOLVENCY
AND BANKRUPTCY (APPLICATION TO ADJUDICATING
AUTHORITY) RULES, 2016

AND

IN THE MATTER OF:

POOJA FILM COMPANY ... FINANCIAL CREDITOR/
PETITIONER

VERSUS

SPE FILMS INDIA PRIVATE LIMITED ... CORPORATE DEBTOR

Form 1

(See sub-rule (1) of rule 4)

APPLICATION BY FINANCIAL CREDITOR TO INITIATE
CORPORATE INSOLVENCY RESOLUTION PROCESS UNDER THE
CODE

*(Under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with
Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating
Authority) Rules, 2016)*

30 August 2018

To,
**The Hon'ble National Company Law Tribunal,
Principal Bench**
Block No. 3, Ground, 6th, 7th Floor & 8th floor,
C.G.O. Complex, Lodhi Road, New Delhi – 110003

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From,
Pooja Film Company
Through its Proprietor Mr. Vashu Bhagnani
having its office at
Pooja House, CTS No.892 and 893,
Opp. JW Marriot Hotel,
Juhu Tara Road, Juhu,
Mumbai 400 049

In the matter of **SPE Films India Private Limited**

Subject: Application to initiate corporate insolvency resolution process in the matter of SPE Films India Private Limited under the Insolvency and Bankruptcy Code, 2016.

Madam/Sir,

Pooja Film Company, hereby submits this application to initiate a corporate insolvency resolution process in the matter of SPE Films India Private Limited. The details for the purpose of this application are set out below:

Part-I

PARTICULARS OF APPLICANT		
1.	NAME OF FINANCIAL CREDITOR	Pooja Film Company (Proprietorship)
2.	DATE OF INCORPORATION OF FINANCIAL CREDITOR	14.07.2014
3.	IDENTIFICATION NUMBER OF FINANCIAL CREDITOR	PAN: AHUPB2450L – PAN of Mr. Vashu Bhagnani (Proprietor of Pooja Film Company). Copy of PAN of Financial Creditor is annexed as ANNEXURE '1' .
4.	ADDRESS OF THE REGISTERED OFFICE	Pooja House, CTS No.892 and 893,

	OF THE FINANCIAL CREDITOR	Opp. JW Marriot Hotel, Juhu Tara Road, Juhu, Mumbai 400 049.
5.	NAME AND ADDRESS OF THE PERSON AUTHORIZED TO SUBMIT APPLICATION ON ITS BEHALF (ENCL. AUTHORIZATION)	Mr. Nagesh Vaidikar Constituted Attorney vide Power of Attorney dated 04.06.2018 C/o. Pooja Film Company having its office at Pooja House, CTS No.892 and 893, Opp. JW Marriot Hotel, Juhu Tara Road, Juhu, Mumbai 400 049 Power of Attorney dated 4.6.2018 is annexed as ANNEXURE '2'.
6.	NAME AND ADDRESS OF PERSON RESIDENT IN INDIA AUTHORIZED TO ACCEPT THE SERVICE OF PROCESS ON ITS BEHALF (ENCL. AUTHORIZATION)	N.A.

Part-II

PARTICULARS OF THE CORPORATE DEBTOR		
1.	NAME OF THE CORPORATE DEBTOR	SPE Films India Private Limited
2.	IDENTIFICATION NUMBER OF CORPORATE DEBTOR	U92112DL1998PTC096338
3.	DATE OF INCORPORATION OF CORPORATE DEBTOR	21.09.1998 Copy of Company Master Data of the Corporate Debtor obtained from the online portal of Ministry of Corporate Affairs is annexed as ANNEXURE '3'.

4.	<p>NOMINAL SHARE CAPITAL AND THE PAID-UP SHARE CAPITAL OF THE CORPORATE DEBTOR AND/OR DETAILS OF GUARANTEE CLAUSE AS PER MEMORANDUM OF ASSOCIATION (AS APPLICABLE)</p>	<p><u>NOMINAL/ AUTHORISED SHARE CAPITAL</u></p> <p>Rs. 85,55,00,000/-</p> <p>(Rupees Eighty-Five Crores, Fifty-Five Lakhs only)</p> <p><u>PAID-UP SHARE CAPITAL</u></p> <p>Rs. 71,87,14,070/-</p> <p>(Rupees Seventy-one Crores, Eighty-seven lakhs, Fourteen Thousand and Seventy Only)</p>
5.	<p>ADDRESS OF THE REGISTERED OFFICE OF THE CORPORATE DEBTOR</p>	<p><u>Registered Office Address:</u> 4575/15, Aggarwal Road, Onkar House, Darya Ganj, New Delhi – 110002.</p>

Part-III

<p align="center">PARTICULARS OF THE PROPOSED INTERIM RESOLUTION PROFESSIONAL</p>		
1.	<p>NAME, ADDRESS, EMAIL ADDRESS AND THE REGISTRATION NUMBER OF THE PROPOSED INTERIM RESOLUTION PROFESSIONAL</p>	<p>Name: Mr. Aditya Agrawal Email: caaditya65@gmail.com IBBI registration no.: IBBI/IPA-001/IP-P00529/2017-2018/10954</p>

PARTICULARS OF FINANCIAL DEBT	
<p>TOTAL AMOUNT OF DEBT GRANTED DATE(S) OF DISBURSEMENT/ LIABILITY</p>	<p>Rs. 19,00,00,000/- (Rupees Nineteen Crores Only) as follows:</p> <p>a) Rs.10,00,00,000/- paid through RTGS from the Account No. 507200301000637 of Pooja Film Company maintained with Vijaya Bank, Bandra West Branch under UTR No. VIJBH18017098034 to the Bank Account of Kriarj Entertainment Private Limited on 17.01.2018.</p> <p>b) Rs.9,00,00,000/- as part payment in lieu of booking of flat in favour of Kriarj Entertainment Pvt. Ltd. on 2nd/3rd Floor in the Building Pooja Casa, located at Union Park, Pali Hill, Mumbai 400052 on 17.01.2018.</p>
<p>AMOUNT CLAIMED TO BE IN DEFAULT AND THE DATE ON WHICH THE DEFAULT OCCURRED (ATTACH. THE WORKINGS FOR COMPUTATION OF AMOUNT AND DAYS OF DEFAULT IN TABULAR FORM)</p>	<p>Rs. 10,75,99,299 /-</p> <p>(Rupees Ten Crores Seventy-Five Lacs Ninety-Nine Thousand Two Hundred and Ninety-Nine only) comprising of:</p> <p>(a) Principal amounting to Rs. 9,48,00,000/- and</p> <p>(b) Interest of Rs. 1,27,99,299/- calculated till 29.08.2018 as per calculation sheet</p>

		<p>Date on which the default occurred: 15.04.2018 and continuing till date.</p> <p>Copy of calculation of amount claimed to be in default is annexed as ANNEXURE '4'.</p>
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Part-V

PARTICULARS OF FINANCIAL DEBT [DOCUMENTS, RECORDS AND EVIDENCES OF DEFAULT]		
1.	<p>PARTICULARS OF SECURITY HELD, IF ANY, THE DATE OF ITS CREATION, ITS ESTIMATED VALUE AS PER THE CREDITOR.</p> <p>ATTACH A COPY OF A CERTIFICATE OF REGISTRATION OF CHARGE ISSUED BY THE REGISTRAR OF COMPANIES (IF THE CORPORATE DEBTOR IS A COMPANY)</p>	<i>Not Applicable</i>
2.	<p>PARTICULARS OF AN ORDER OF A COURT, TRIBUNAL OR ARBITRAL PANEL ADJUDICATING ON THE DEFAULT, IF ANY</p>	<i>Not Applicable</i>

	(ATTACH A COPY OF THE ORDER)	
3.	RECORD OF DEFAULT WITH THE INFORMATION UTILITY, IF ANY (ATTACH A COPY OF SUCH RECORD)	<i>Not Applicable</i>
4.	DETAILS OF SUCCESSION CERTIFICATE, OR PROBATE OF A WILL, OR LETTER OF ADMINISTRATION, OR COURT DECREE (AS MAY BE APPLICABLE), UNDER THE INDIAN SUCCESSION ACT, 1925 (10 OF 1925) (ATTACH A COPY)	<i>Not Applicable</i>
5.	THE LATEST AND COMPLETE COPY OF THE FINANCIAL CONTRACT REFLECTING ALL AMENDMENTS AND WAIVERS TO DATE	<p>i. Tripartite Agreement (letter form) dated 17.01.2018 executed, signed and confirmed by SPE Films India Private Limited, Kriarj Entertainment Private Limited and Pooja Film Company annexed herewith as ANNEXURE '5'.</p> <p>ii. Letter dated 17.01.2018 from Kriarj Entertainment Private Limited addressed to SPE Films India Private Limited and duly accepted and acknowledged by SPE Films India Private Limited</p>

		<p>annexed herewith as ANNEXURE '6'.</p> <p>iii. Letter dated 18.04.2018 from the Advocates for Pooja Film Company to SPE Films India Private Limited demanding payment annexed herewith as ANNEXURE '7'.</p> <p>iv. Copy of details of Payment of Rs. 9.52 crores received from SPE Films India Private Limited by Pooja Film Company on 24.04.2018 annexed herewith as ANNEXURE '8'.</p>
6.	<p>A RECORD OF DEFAULT AS AVAILABLE WITH ANY CREDIT INFORMATION COMPANY</p> <p>(ATTACH A COPY)</p>	<i>Not Applicable</i>
7.	<p>COPIES OF ENTRIES IN A BANKERS BOOK IN ACCORDANCE WITH THE BANKERS BOOKS EVIDENCE ACT, 1891 (18 OF 1891)</p> <p>(ATTACH A COPY)</p>	<i>Not Applicable</i>
8.	<p>LIST OF OTHER DOCUMENTS ATTACHED TO THIS APPLICATION IN ORDER TO PROVE</p>	<p><u>Brief facts leading to the present matter are as follows:</u></p>

<p>THE EXISTENCE OF FINANCIAL DEBT, THE AMOUNT AND DATE OF DEFAULT</p>	<p>i. Kriarj Entertainment Private Limited (“KEPL”) is a producer and distributor of cinematographic films in the Indian movie industry and has produced and developed the movie titled “Padman” in Hindi language.</p> <p>ii. It is submitted that KEPL entered into a distribution agreement with SPE Films India Private Limited (Corporate Debtor) on 25.05.2017 for the movie Padman. Vide this agreement, KEPL transferred the theatrical rights, music rights and other rights of the movie to SPE Films India Private Limited. Copy of distribution agreement dated 25.5.2017 is annexed herewith as ANNEXURE ‘9’.</p> <p>iii. After assigning the rights, KEPL approached Pooja Film Company (Applicant) for providing financial assistance in relation to the production of the movie Padman.</p> <p>iv. That the Applicant/Petitioner entered into Film Finance Agreement dated 17.01.2018 further to which Applicant/Petitioner agreed to grant a loan of Rs. 19,00,00,000/-</p>
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(Rupees Nineteen Crores only) to KEPL. Of the aforesaid 19 crores, Rs. 10,00,00,000/- were paid through RTGS to the bank account of KEPL and Rs. 9,00,00,000/- in lieu of Flat on 2nd/3rd Floor in the Building Pooja Casa, located at Union Park, Pali Hill, Mumbai 400052 given to Kriarj Entertainment Private Limited on 17.01.2018. Copy of Film Finance Agreement dated 17.01.2018 is annexed herewith as **ANNEXURE '10'**.

v. That as per Film Finance Agreement dated 17.01.2018, the loan amount of Rs. 19,00,00,000/- was to be repaid by the Corporate Debtor to the Applicant/Petitioner along with interest of Rs. 1,00,00,000/- (Rupees One Crore only) by 15.04.2018.

vi. Further as per Film Finance Agreement dated 17.01.2018, it was agreed that KEPL would share the bank account details of Applicant/Petitioner with the Corporate Debtor who was acting as a distributor of the film 'Padman' who shall pay the collection of revenues from distribution of the

said firm directly to the bank account of Applicant/Petitioner till the amount of Rs. 20 crores comprising of 19 crores debt along with 1 crores interest is paid in full. It is pertinent to mention here that this entire payment was to be completed by 15.04.2018. it was also agreed that in the event, all or part of loan is not repaid by the Corporate Debtor to the Applicant/Petitioner then further interest shall be payable on the loan till the repayment of loan calculated at pro-rata basis taking in account the applicable interest rate applied on the loan.

- vii. That to put the aforesaid understanding in knowledge and agreement of the Corporate Debtor, KEPL issued a letter dated 17.01.2018 to Corporate Debtor wherein both KEPL and Corporate Debtor agreed to the understanding of transferring proceeds as aforesaid. Copy of letter executed between KEPL and Corporate Debtor is annexed herewith as **ANNEXURE '11'**.

viii. That the Film "Padman" was released worldwide on 9.02.2018 and as per knowledge of the Applicant/Petitioner there were gross receipts of approximately Rs.80 crores for All India Territory and approximately Rs.35 crores from overseas territory and exploitation of other rights.

ix. However, Corporate Debtor failed to make any payment on due date i.e. 15.04.2018 consequent to which on 18.04.2018, Applicant/Petitioner through its advocate addressed a Demand Letter to the Corporate Debtor demanding payment. Copy of letter dated 18.4.2018 is annexed at **ANNEXURE '12'**.

x. Further to the aforesaid letter dated 18.04.2018, Corporate Debtor made a payment of Rs.9.52 crores

to Applicant/Petitioner on 24.04.2018. The said payments were made via RTGS in the account of Applicant/Petitioner. The Applicant/Petitioner has adjusted aforesaid payment made by the Corporate Debtor from the principal amount. As on 29.08.2018 the Corporate Debtor is liable to pay Rs. 10,75,99,299 /-(Rupees Ten Crores Seventy Five Lacs Ninety Nine Thousand Two Hundred and Ninety Nine only) towards loan and interest to the Applicant/Petitioner which has been withheld. Copy of Bank Statement of Corporate Debtor reflecting the deposit of Rs.9.52 crores by RTGS remittance is annexed as **ANNEXURE '13'**.

xi. Copy of the Written Communication in Form-2 from the Interim Resolution Professional proposed to be appointed is annexed as **ANNEXURE '14'**.


		<p>xii. That till date and even after multiple requests, Corporate Debtor has failed to make the payments due upon the Corporate Debtor.</p> <p>xiii. Therefore, Applicant/Petitioner is constrained to approach this Hon'ble Tribunal with the present application.</p>
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I, hereby certify that, to the best of my knowledge, Mr. Aditya Agrawal, is fully qualified and permitted to act as an insolvency professional in accordance with the Insolvency and Bankruptcy Code, 2016 and the associated rules and regulations.

Pooja Film Company has paid the requisite fee for this application through Demand Draft of Rs. 25,000/- bearing number "934001" in favour of the Pay and Accounts Officer, Ministry of Corporate Affairs, New Delhi, on 28.08.2018.

Yours sincerely,

Signature of person authorized to act on behalf of the financial creditor	
Name in block letters	Mr.Nagesh Vaidikar
Position with or in relation to the financial creditor	Constituted Attorney vide Power of Attorney dated 04.06.2018
Address of person signing	C/o. Pooja Film Company having its office at Pooja House, CTS No.892 and 893, Opp. JW Marriot Hotel, Juhu Tara Road, Juhu,Mumbai 400 049