

FORM C**SUBMISSION OF CLAIM BY FINANCIAL CREDITORS**

(Under Regulation 8 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

11.07.2022

From

The Federal Bank Limited
Kolkata/Tangra Branch
52/D, Radhanath Chowdhury Road,
Tangra, Kolkata, West Bengal, 700 015
Through its Loan Collection & Recovery Department/Kolkata Division
91A/1, Avani Signature, 1st Floor,
Park Street, Kolkata -700016
Reg. Office at Federal Towers, P.B No.103, Bank Junction
Aluva, Ernakulam, District, Kerala -683101

To

The Interim Resolution Professional
Shri.Pratap Mukherjee
27A, Bhattacharjee Para Road, Paschim Barisha,
P.O.Thakurpukur, Kolkata-700063
Email: pratapmukherjee62@gmail.com

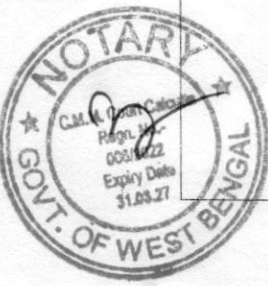
Subject: Submission of claim and proof of claim.

Madam/Sir,

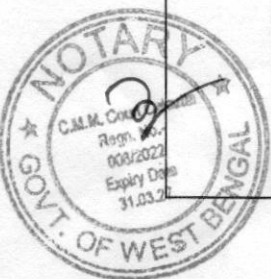
The Federal Bank Ltd, hereby submits this claim in respect of the corporate insolvency resolution process of M/s.BKS Leather Exports Private Limited. The details for the same are set out below:

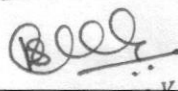
Relevant Particulars		
(1)	(2)	(3)
1.	Name of the financial creditor	The Federal Bank Limited
2.	Identification number of the financial creditor (If an incorporated body, provide identification number and proof of incorporation. If a partnership or individual provide identification records* of all the partners or the individual)	Corporate Identification Number: L65191KL1931PLC000368
3.	Address and email address of the financial creditor for correspondence	The Federal Bank Limited Kolkata/Tangra Branch 52/D, Radhanath Chowdhury Road, Tangra, Kolkata, West Bengal, 700 015 & Its Loan Collection & Recovery Department/Kolkata Division 91A/1, Avani Signature, 1 st Floor, Park Street, Kolkata -700016 cald@federalbank.co.in kollcrd@federalbank.co.in
4.	Details of claim, if it is made against corporate debtor as principal borrower: (i) Amount of claim (ii) Amount of claim covered by security interest, if any (Please provide details of security interest, the value of the security, and the date it was given)	(i) Rs.2,34,39,868.03 (Rupees Two Crore Thirty Four Lakhs Thirty Nine Thousand Eight Hundred Sixty Eight and Paise Three Only) as on 29.06.2022 (ii) a).Hypothecation of Cheverlet Car bearing Registration No. WB26T3865, Chassis No.MA6HBEEAEDH017300, Engine No. AOCL2Z140080080 (Valued at Rs.8.16 L as per Sanction Letter dated 28-02-2015).

Shrikrishna Sharma K (SP5928)
Associate Vice President & Branch Head
LCRD/Kolkata Division



	<p>(iii) Amount of claim covered by guarantee, if any (Please provide details of guarantee held, the value of the guarantee, and the date it was given)</p> <p>(iv) Name and address of the guarantor(s)</p>	<p>b).Hypothecation of Mahindra TUV 300 Car bearing Registration No. WB26AY2376, Chassis No.MA1NA2VZXH6L42095, Engine No. VZH6L80539 (Valued at Rs.8 L as per Sanction Letter dated 25-01-2018)</p> <p>c)Hypothecation of stock, Book debts in PCFC Loan accounts(Valued at Rs.400 L as per Sanction Letter dated 25-06-2018)</p> <p>d)All the piece and parcel of Flat No 1B & 1C in the 1st Floor having super built up area of 1838 Sq ft and a covered parking space of 122 sq Ft on the ground floor in Shivayan Apartment bearing no AA-5,together with proportionate undivided interest on the land measuring 13 Cottahs 10 Chittacks and 20 Sq Ft situated under Mouza Krishnapur, J L No 17, R S No 180, Touzi No 228/229 comprised in C S Dag No 3151,3152, R S Dag No 76 under C S Khatian No 707, R S Khatian No 594,653, Prafulla Kanan (West), Krishnapur (west),Kolkata 700101 more and fully described in deed of conveyance dated 12.03.2004, Doc No 4122 of 2004) in the name of Sri Bikash Kumar Sarkar & Smt Kajal Sarkar (Valued at Rs.66.58 L as per Sanction Letter dated 25-06-2018)</p> <p>e) Pledge of Deposits (Valued at Rs.72.69 L as per Sanction Letter dated 25-06-2018) (Which was already Liquidated & presently not available)</p> <p>f) Assignment of LIC Policy (Which was already surrendered & Liquidated (Valued at Rs.4.07 L & Rs.6.42 L & Rs.21.39 L as per Sanction Letter dated 25-06-2018) (Which was already Liquidated & presently not available)</p> <p>iii) Guarantee Agreement dated 25-02-2015 for Rs.5.75 L Guarantee Agreement dated 30-01-2018 for Rs.6 L Guarantee Agreement dated 06.01.2016 for Rs.300 L Guarantee Agreement dated 07.03.2017 for PCFC GBP281000, EURO 91000, equivalent to INR 300 Lakhs Guarantee Agreement dated 13.08.2018 for PCFC GBP259000, EURO 85000, EBRD GBP259000, EURO 85000</p> <p>iv)Name and address of the guarantors (1)Shri.Bikash Kumar Sarkar (2)Shri.Biplab Kumar Sarkar (3)Smt.Kajal Sarkar (4)Shri.Bipash Kumar Sarkar All R/at Flat 1 B & 1C, 1st Floor, Shivayan Apartment, AA-5,Prafulla Kanan, Krishnapur, Kolkata-700101</p>
5.	<p>Details of claim, if it is made against corporate debtor as guarantor:</p> <p>(i) Amount of claim</p> <p>(ii) Amount of claim covered by security interest, if any (Please provide details of security interest, the value of the security, and the date it was given)</p> <p>(iii) Amount of claim covered by guarantee, if any</p>	<p>NA</p>



For THE FEDERAL BANK LTD.

 Shrikrishna Sharma K (SF5928)
 Associate Vice President & Branch Head
 LCRD/Kolkata Division

	(Please provide details of guarantee held, the value of the guarantee, and the date it was given) (iv) Name and address of the principal borrower	
6.	Details of claim, if it is made in respect of financial debt covered under clauses (h) and (i) of sub-section (8) of section 5 of the Code, extended by the creditor: (i) Amount of claim (ii) Name and address of the beneficiary	NA
7.	Details of how and when debt incurred	Debt was incurred by way of execution of necessary loan documents in favour of Federal Bank on various dates such as 28.02.2015, 06.01.2016, 07.03.2017, 30.01.2018, 13.08.2018.
8.	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
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	21480051030003 IFSC FDRL0002148

For THE FEDERAL BANK LTD.



(Signature of financial creditor or person authorised to act on its behalf)

[Please enclose the authority if this is being submitted on behalf of the financial creditor]

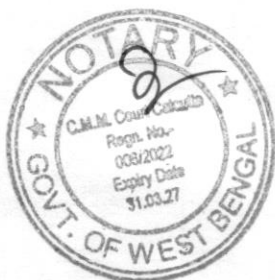
Shrikrishna Sharma K (SP5928)
Associate Vice President & Branch Head
LCRD/Kolkata Division

Name in BLOCK LETTERS - SHRIKRISHNA SHARMA K

Position with or in relation to creditor - Associate Vice President & Branch Head /Power of Attorney Holder

Address of person signing - The Federal Bank Ltd, LCRD/Kolkata Division, 91A/1, Park Street, Avani Signature, Kolkata -700016 & Residing at Flat No.112A, C Block, Green Shire Apt., 67, Dr.Suresh Sarkar Road, Entally, Kolkata 700014

* PAN number : **BIBPS7119A**



DECLARATION

I, Shrikrishna Sharma K, Associate Vice President & Branch Head of the Federal Bank Ltd currently residing at Flat No.112A, C Block, Green Shire Apt., 67, Dr.Suresh Sarkar Road, Entally, Kolkata 700014, do hereby declare and state as follows: -

1. M/s.BKS Leather Exports Private Limited, the corporate debtor was, at the insolvency commencement date, being the 29th day of June 2022, actually indebted to me for a sum of Rs.2,34,39,868.03 (Rupees Two Crore Thirty Four Lakhs Thirty Nine Thousand Eight Hundred Sixty Eight and Paise Three Only).
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
 - a. Letter dated 09.09.2011 by M/s.BKS Leather Exports Pvt Ltd
 - b. Letter of Sanction dated 28.02.2015
 - c. Board Resolution dated 20.02.2015
 - d. Demand Promissory Note dated 28.02.2015 for Rs.5.75 Lakhs
 - e. Security Delivery Letter dated 28.02.2015 for Rs.5.75 Lakhs
 - f. Agreement for Car Loan dated 28.02.2015 for Rs.5.75 Lakhs
 - g. Board Resolution dated 28.12.2015
 - h. Letter of Sanction dated 28.12.2015
 - i. Demand Promissory Note dated 06.01.2016 for Rs.300 Lakhs
 - j. Security Delivery Letter dated 06.01.2016 for Rs.300 Lakhs
 - k. Agreement for Export Advances dated 06.01.2016 for Rs.300 Lakhs
 - l. Letter of Sanction dated 06.03.2017
 - m. Demand Promissory Note dated 07.03.2017 for Rs.300 Lakhs
 - n. Security Delivery Letter dated 07.03.2017 for Rs.300 Lakhs
 - o. Agreement for Export Advances dated 07.03.2017 for Rs.300 Lakhs
 - p. Board Resolution dated 26.12.2017
 - q. Letter of Sanction dated 25.01.2018
 - r. Demand Promissory Note for Rs.6 Lakhs
 - s. Security Delivery Letter dated 30.01.2018 for Rs.6 Lakhs
 - t. Agreement for Car Loan dated 30.01.2018 for Rs.6 Lakhs
 - u. Board Resolution dated 27.07.2018
 - v. Letter of Sanction dated 25.06.2018
 - w. Demand Promissory Note dated 13.08.2018 for GBP 259000
 - x. Security Delivery Letter dated 13.08.2018 for GBP 259000
 - y. Demand Promissory Note dated 13.08.2018 for EUR 85000
 - z. Security Delivery Letter dated 13.08.2018 for EUR 85000
 - aa. Demand Promissory Note dated 13.08.2018 for GBP 259000
 - bb. Security Delivery Letter dated 13.08.2018 for GBP 259000
 - cc. Demand Promissory Note dated 13.08.2018 for EUR 85000
 - dd. Security Delivery Letter dated 13.08.2018 for EUR 85000
 - ee. Agreement for Export Advances dated 13.08.2018 for GBP 259000 & EUR 85000 (PCFC & EBRD)
 - ff. Pledge of Deposit Certificates dated 13.08.2018 executed by Biplab Kumar Sarkar,
 - gg. Pledge of Deposit Certificates dated 13.08.2018 executed by Bikas Kumar Sarkar,
 - hh. Pledge of Deposit Certificates dated 13.08.2018 executed by Bipash Kumar Sarkar,
 - ii. Pledge of Deposit Certificates dated 13.08.2018 executed by Kajal Sarkar,
 - jj. Pledge of Deposit Certificates dated 13.08.2018 executed by BKS Leather Exports Pvt Ltd as security for Export Advances
 - kk. Letter of Pledge of Stocks, Shares & Other Securities dated 13.08.2018 executed by BKS Leather Exports Pvt Ltd as security for Export Advances
 - ll. Balance Confirmation dated 13.08.2018
 - mm. Recall Notice dated 12.03.2019
 - nn. Notice U/Sec.13(2) of SARFAESI Act 2002
 - oo. Registration Certificate of Vehicle No.WB26T3865 with hypothecation charge infavour of Bank
 - pp. Registration Certificate of Vehicle No.WB26AY2376 with hypothecation charge infavour of Bank



Shrikrishna Sharma K (SP5928)
Associate Vice President & Branch Head
LCRD/Kolkata Division


- qq. Letter Confirming Deposit of Title Deed dated 25.07.2007 executed by Bikas Kumar Sarkar & Kajal Sarkar
- rr. Letter of extension of mortgage dated 07.11.2008 executed by Bikas Kumar Sarkar & Kajal Sarkar,
- ss. Letter of extension of mortgage dated 13.09.2011 executed by Bikas Kumar Sarkar & Kajal Sarkar,
- tt. Letter of extension of mortgage dated 07.01.2016 executed by Bikas Kumar Sarkar & Kajal Sarkar,
- uu. Letter of extension of mortgage dated 13.03.2017 executed by Bikas Kumar Sarkar & Kajal Sarkar,
- vv. Letter of extension of mortgage dated 14.08.2018 executed by Bikas Kumar Sarkar & Kajal Sarkar,
- ww. Agreement of Guarantee dated 28.02.2015
- xx. Agreement of Guarantee dated 06.01.2016
- yy. Agreement of Guarantee dated 07.03.2017
- zz. Agreement of Guarantee dated 30.01.2018
- aaa. Agreement of Guarantee dated 13.08.2018
- bbb. Statement of Loan Accounts

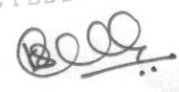
3. The said documents are true, valid and genuine to the best of my knowledge, information and belief and no material facts have been concealed therefrom.
4. In respect of the said sum or any part thereof, neither I, nor any person, by my order, to my knowledge or belief, for my use, had or received any manner of satisfaction or security whatsoever, save and except the following:
5. I undertake to update my claim as and when the claim is satisfied, partly or fully, from any source in any manner, after the insolvency commencement date.
6. I am / I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.
7. I am eligible to join committee of creditors by virtue of proviso to section 21 (2) of the Code even though I am a related party of the corporate debtor.

Date: 11-07-2022
Place: Kolkata

VERIFICATION

I, Shrikrishna Sharma K, the claimant hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and no material fact has been concealed therefrom.

For THE FEDERAL BANK LTD.

Shrikrishna Sharma K (SP5928)
(Signature of the claimant) Head
Associate Vice President
LCRD/Kolkata Division

For THE FEDERAL BANK LTD.

Shrikrishna Sharma K (SP5928)
(Signature of claimant) Head
Associate Vice President
LCRD/Kolkata Division

Verified at Kolkata on this 11th day of July, 2022

SL. NO. 09/2022

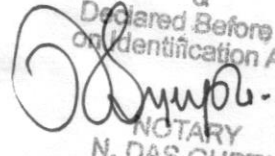
Identified by me

Advocate

11.07.22


NIRMALYA DASGUPTA
Advocate Cum Notary
REGN NO.-006/2022
C.M.M. Court Calcutta

SOLEMNLY AFFIRMED
&
Declared Before me
on Identification Adv.


NOTARY
N. DAS GUPTA
C.M.M. Court
Govt. W.B.

11 JUL 2022

