

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)

Date : 22/02/2023

From
Gatik Conglomerate Pvt Ltd
Diamond Heritage Room no 904, 16, Strand Road , Kolkata WB 700001 IN

To
The Interim Resolution Professional / Resolution Professional,
Mr. Neehal Pathan
Plot No 27, R S no 825 , Sahjeevan Parisar , Near TPM church , Behind circuit house ,
Kolhapur -416003

Subject: Submission of claim and proof of claim.

Madam/Sir,

We , Gatik Conglomerate Pvt Ltd , hereby submits this claim in respect of the corporate insolvency resolution process of Taurian Engineering Pvt Ltd The details for the same are set out below:

Relevant Particulars	
1. Name of the financial creditor	Gatik Conglomerate Pvt Ltd
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)	CIN: U45400WB2009PTC138574
3. Address and email address of the financial creditor for correspondence	Diamond Heritage Room no 904, 16, Strand Road . Kolkata WB 700001 IN EMAIL: GATIKCPL2009@GMAIL.COM
4. Total amount of claim (including any interest as at the insolvency commencement date)	RS.5,42,24,850/- (FIVE CRORE FORTY TWO LACS TWENTY FOUR THOUSANDS EIGHT HUNDRED AND FIFTY ONLY)
5. Details of documents by reference to which the debt can be substantiated	LOAN AGREEMENT
6. Details of how and when debt incurred	AS PER LEDGER ATTACHED
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	NO
8. Details of any security held, the value of the security, and the date it was given	NO
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	RATNAKAR BANK LTD A/C NO.:409001485647 IFSC: RATN0000167 BRANCH: JL NEHRU ROAD
10. List of documents attached to this claim in order to prove the existence and non-payment of claim due to the financial creditor	BALANCE CONFIRMATION & LOAN AGREEMENT
<p>For M/s. Gatik Conglomerate Private Limited (Signature of financial creditor or person authorised to act on his behalf) (Please enclose the authority if this is being submitted on behalf of the financial creditor)</p> <p style="text-align: center;"><i>Arvind Kumar Kayan</i> Director</p>	
Name in BLOCK LETTERS : ARVIND KUMAR KAYAN	
Position with or in relation to creditor : DIRECTOR	
Address of person signing : Alipore Park Place, Alipore, Kolkata, West Bengal -700027.	

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

DECLARATION

1. Arvind Kumar Kayan , currently residing at Alipore Park Place, Alipore , Kolkata , West Bengal -700027 , do hereby declare and state as follows: -

1. Taurian Engineering Pvt Ltd , the corporate debtor was, at the insolvency commencement date, being the Ninth day of February 2023, actually indebted to me for a sum of Rs.5,42,24,850/- (Five crore forty two lacs twenty four thousands eight hundred & fifty only)
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
Loan Agreement & Balance confirmation.
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:
[NIL]
5. I am / I am not a related party of the corporate debtor, as defined under section 5 (24) of the Code.
6. 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: 22/02/2023

Place: KOLKATA

For M/s. Gatik Conglomerate Private Limited

(Signature of the claimant)

Director

VERIFICATION

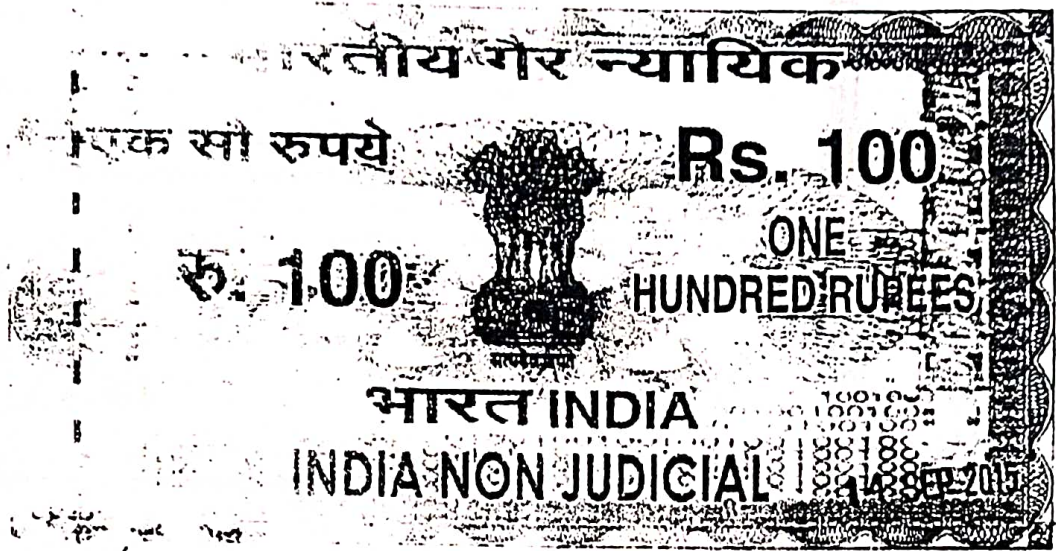
I, [Name] the claimant hereinabove, do hereby verify that the contents of this proof of claim are true and correct to my knowledge and belief and no material fact has been concealed therefrom.

Verified at KOLKATA on this 22nd day of February, 2023

For M/s. Gatik Conglomerate Private Limited

(Signature of claimant) Director

[Note: In the case of company or limited liability partnership, the declaration and verification shall be made by the director/manager/secretary/designated partner and in the case of other entities, an officer authorized for the purpose by the entity.]



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Sub Treasury Office,
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LOAN AGREEMENT

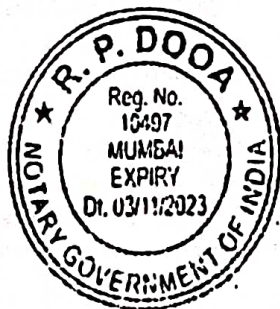
This Loan agreement is made on the 1st day of December 2015 at 1302, RNA Azure, Kher Nagar, Near P F Office, Bandra East Mumbai City 400051.

BETWEEN

M/s. Advance Realtors Pvt Ltd, (CIN- U45400WB2009PTC138574) a private limited company incorporated under the Companies Act 1956 having its Registered office at 2- B Ganesh Chandra Avenue, Mini Commerce House, Kolkata 700013, represented by its Director, Mr. Arvind Kumar Kaya (hereinafter referred to as the "Lender") which expression shall unless repugnant to the context shall include its successors, legal representatives, assigns of the ONE PART

Arvind Kumar Kaya

Arvind Kumar Kaya



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AND

M/s Taurian Engineering Pvt. Ltd. (CIN- U5139MH1999PTC121267) a private limited company incorporated under the Companies Act 1956 having its Registered office at 1302 RNA Azure, Kher Nagar, Near P F Post Office, Bandra East, Mumbai 400051, Maharashtra, Represented by its Director, Mr. Sumit Bajla (here in afterreferred to as the "Borrower") which expression shall unless repugnant to the context shall include its successors, legal representatives, assigns of the OTHER PART.

WHEREAS:

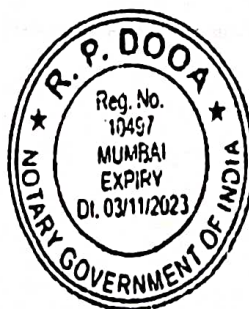
1. The Lender is engaged in the business of financing and transportation of goods and has expressed his willingness to extend a loan to the Borrower based on the representations and guarantees placed by the Borrower.
2. The Borrower is engaged in the business activity of manufacture of engineering goods.
3. The Lender is a body corporate competent and authorized and has necessary approval for execution of this agreement.
4. The Borrower is a Body Corporate competent and is authorized by its Board of Directors and has all other necessary corporate approvals for entering into and execution of this agreement and availing the loan from the Lender and the execution hereof constitutes legal, valid and binding obligation of the Borrower and that there are no suits, actions or proceedings against the Borrower pending before any court of law which might affect the Borrower in performing of the obligations hereunder.

IT IS THEREFORE HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Borrower had approached the Lender for a loan amounting to Rs. 2,58,00,000/ (Rupees Two Crore Fifty Eight Lakh Only) as a "loan" to fund his working capital requirement. The Lender, based on the representations made by the Borrower has agreed to extend an unsecured loan to the Borrower based on the Terms and Conditions appearing hereinafter.
2. The Lender hereby grants a Loan of Rs. 2,58,00,000/ (Rupees Two Crore and Fifty Eight Lakhs) to the Borrower.



Sumit Bajla

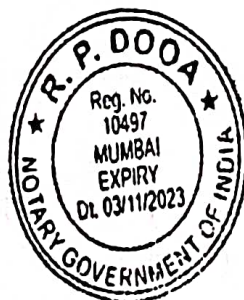


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3. The Lender shall pay the sum of Rs. 2,58,00,000/ (Rupees Two Crore and Fifty Eight Lakhs) to the Borrower on demand from the Borrower within 120 days from the date of this agreement.
4. The Borrower shall repay the entire loan amount of Rs. 2,58,00,000/ (Rupees Two Crore and Fifty eight Lakh) along with the accrued interest to the Lender on or before November 30, 2019.
5. The Borrower shall pay an Interest @ 12% p.a. to the Lender for the period of loan and such interest shall be paid by the Borrower to the Lender in the end of each financial year.
6. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance owing under this Agreement to the Lender without further penalty or bonus.
7. The Lender can terminate this agreement by issuing and serving a notice of "Termination" to the Borrower and in such case the Borrower will be under compulsory obligation to return the entire loan amount along with the accrued interest to the Lender within 30 days from the date of receipt of the notice.
8. The Borrower can similarly terminate this agreement by issuing and serving a notice of "Termination" on the Lender and in such case the Borrower will return the entire loan amount along with the interest accrued till the date of such refund to the Lender and the refund shall be within 30 days from the date of issuance of such notice by the Borrower.
9. The Borrower and Lender hereby agree to strictly abide by the terms and conditions mutually agreed upon hereinabove and not do anything or act in any manner contradictory to the same.
10. Disputes if any shall be subject to the jurisdiction of the courts in Mumbai or Kolkata.



Handwritten signature



Handwritten initials

SIGNED ON THIS 1st Day of DECEMBER 2015

For Advance Realty Private Limited

Director/Authorized Signatory

Lender :

For TAURIAN ENGINEERING PVT. LTD.

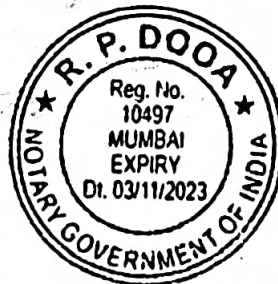
Director

Borrower :

IN WITNESS THEREOFF:

For the BORROWER : Mr. Sameer Parab.
Parivita CHS. Ltd.
Thane - 400605.

For the LENDER : Mr. Riddhesh Karane.
Chintamani Society.
Kala Chowki
Mumbai - 400033.



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