

SCHEDULE II

FORM D

PROOF OF CLAIM BY FINANCIAL CREDITORS

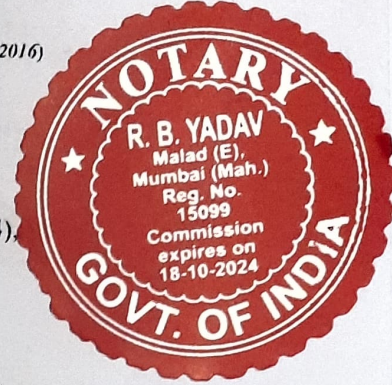
(Under Regulation 18 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016)

5th December 2023

To
The Liquidator,
Shri Sudhir Manikrao Laad, (IP Reg No: IBBI/IPA-002/IP-N000956/2019-2020/12994),
Plot No. E – 31, N – 4, CIDCO, Chh. Sambhajinagar – 431003.

From
Sarada Ramaswamy,
502, Galassia Apartment, Off Link Road, Kandarpada, Dahisar West, Mumbai 400068.

Notary Register Sr. No.	2 8205/D
Date	12/12/23



Subject: Submission of proof of claim in respect of the liquidation of Car Bazaar Automobiles Pvt Ltd under the Insolvency and Bankruptcy Code, 2016.

Madam/Sir,

I, Sarada Ramaswamy, hereby submit this proof of claim in respect of the liquidation of Car Bazaar Automobiles Pvt Ltd. The details for the same are set out below:

1.	NAME OF FINANCIAL CREDITOR (If AN INCORPORATED BODY PROVIDE IDENTIFICATION NUMBER AND PROOF OF INCORPORATION, IF PARTNERSHIP OR INDIVIDUAL PROVIDE IDENTIFICATION RECORDS* OF ALL THE PARTNERS OR THE INDIVIDUAL)	Sarada Ramaswamy Aadhar no 5370 0522 6027
2.	ADDRESS AND EMAIL OF FINANCIAL CREDITOR FOR CORRESPONDENCE.	502, Galassia Apartment, Off Link Road, Kandarpada, Dahisar West, Mumbai 400068. omshantipaatika@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 : Rs. 19,75,000/- INTEREST : TOTAL : Rs. 19,75,000/- CLAIM
4.	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	AGREEMENT DTD 25TH APRIL 2019
5.	DETAILS OF ANY ORDER OF A COURT OF TRIBUNAL THAT HAS ADJUDICATED ON THE NON-PAYMENT OF DEBT	NA
6.	DETAILS OF HOW AND WHEN DEBT INCURRED	AS PER AGREEMENT DATED 25TH APRIL 2019
7.	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND THE FINANCIAL CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	NA
8.	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	NA
8A.	WHETHER SECURITY INTEREST RELINQUISHED	NA



9.	DETAILS OF ANY ASSIGNMENT OR TRANSFER OF DEBT IN HIS FAVOUR	NA
10.	DETAILS OF THE BANK ACCOUNT TO WHICH THE FINANCIAL CREDITOR'S SHARE OF THE PROCEEDS OF LIQUIDATION CAN BE TRANSFERRED	Sarada Ramaswamy, Bharat bank, Borivali Branch, Account Number 000610100166223, IFSC BCBM0000007.
11.	LIST OUT AND ATTACH THE DOCUMENTS RELIED ON IN SUPPORT OF THE CLAIM.	(i) AGREEMENT DTD 25TH APRIL 2019 (ii) (iii)

Signature of financial creditor or person authorised to act on his behalf
(please enclose the authority if this is being submitted on behalf a financial creditor)

Name in BLOCK LETTERS – SARADA RAMASWAMY

Position with or in relation to creditor – MOTHER IN LAW

Address of person signing - 502, Galassia Apartment, Off Link Road, Kandarpada, Dahisar West, Mumbai 400068.

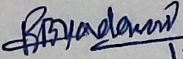
*PAN, Passport, AADHAAR Card or the identity card issued by the Election Commission of India.

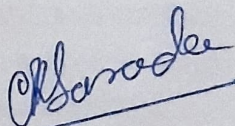
AFFIDAVIT

I, SARADA RAMASWAMY, currently residing at 502, Galassia Apartment, Off Link Road, Kandarpada, Dahisar West, Mumbai 400068, do solemnly affirm and state as follows:

1. The above named corporate debtor was, at the liquidation commencement date, that is, the 1st day of December 2023 and still is, justly and truly indebted to me in the sum of Rs. 19,75,000/-
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:
Loan Agreement and Acknowledgement of debt.
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 have my partners or any of them, nor has any person, by my/our order, to my/our knowledge or belief, for my/ our use, had or received any manner of satisfaction or security whatsoever.

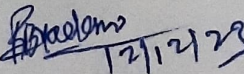
Solemnly, affirmed at Mumbai at 11.00 am on 5th day of December 2023

Before me, 
Notary / Oath Commissioner. 12/12/23

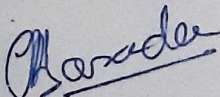

Deponent's signature.

VERIFICATION

I, SARADA RAMASWAMY, the Deponent hereinabove, do hereby verify and affirm that the contents of para to of this affidavit are true and correct to my knowledge and belief. Nothing is false and nothing material has been concealed therefrom.

Verified at 11.00 am on this 5th day of December 2023. 

R. B. YADAV
ADVOCATE & NOTRY
GOVT OF INDIA
Vairane Compound


Deponent's signature.

Maheshwar Nagar Appapada,
Malad (East), Mumbai - 400 097



MAHARASHTRA

2019

UX 729595



LOAN AGREEMENT Dated: 25th day of April 2019

LOAN AGREEMENT BETWEEN

Mrs. Sarada Ramaswamy

AND

MS Car Bazaar Automobiles Pvt Ltd,

THIS AGREEMENT made and entered into at Mumbai this 25th day of April 2019,
BETWEEN Mrs. Sarada Ramaswamy hereinafter called "the Lender" AND M/S Car Bazaar
Automobiles Pvt Ltd, hereinafter called "the Borrower" and reference to the parties hereto
shall mean and include their respective heirs, executors, administrators and assigns;
WHEREAS the Borrower had expressed the need of funds and hence has approached the
Lender to grant it an interest-free loan.

AND WHEREAS the Lender had agreed to grant a loan to the Borrower, free of interest, as
the Lender has known the Directors and management of the Borrower Company since
several years.

Sarada



*Kiran Sinha
Director*

जोडपत्र-१ फक्त प्रतिज्ञापत्रसकती 16 APR 2019

मुद्रांक विक्रीची नोंदवही अनुक्रमांक

28555 दिनांक R. R. MISHRA (C.L.B.)

मुद्रांक विक्रीत घेणा-याचे नाव व पत्ता

Advocate High Court

हस्त असल्यास त्याचे नाव व पत्ता

हस्त सहो

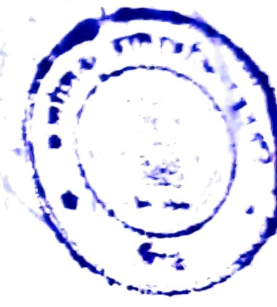
परवानाधारक मुद्रांक विक्रेत्याची सही- (प्रमोद आर. दुबे)

मुद्रांक विक्रीचे पत्ता- आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), ठाणे.

परवाना क्रमांक - १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिने वीपरणे बंधकारक आहे 16 APR 2019

मुद्रांक विक्रीची नोंदवही अनुक्रमांक 28555 दिनांक R. R. MISHRA (C.L.B.) Advocate High Court



AND WHEREAS the Lender has in parts, since 2018, granted a loan of Rs.19,75,000/- (Rupees Nineteen Lakhs Seventy Five Thousand only).

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this loan in writing;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

1. The Borrower hereto, being in need of money, had requested the Lender to give it an interest-free, to which the Lender had agreed, and has granted the said loan vide a total amount of Rs.19,75,000/- (Rupees Nineteen Lakhs Seventy Five Thousand only), paid in parts to the Borrower.
2. The said loan is required by the Borrower for a period of 3 years, commencing from 15th April 2019 and terminating on 24th April 2022.
3. The Borrower hereby agrees and undertakes to return the loan of Rs.19,75,000/- (Rupees Nineteen Lakhs Seventy Five Thousand only), in parts or on full, within the aforesaid period of 3 years.
4. The terms and conditions of this Agreement are arrived at by the mutual consent of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the Within-
Sarada Ramaswamy, Lender



SIGNED AND DELIVERED by the Within-
Car Bazaar Automobiles Pvt Ltd, Borrower




Kiran Sinha
Director

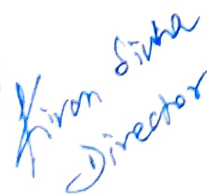
ACKNOWLEDGEMENT OF RECEIPT

M/S Car Bazaar Automobiles Pvt Ltd, hereby confirms having received in parts the above mentioned interest free loan of Rs. Rs.19,75,000/- (Rupees Nineteen Lakhs Seventy Five Thousand only), and acknowledges this debt as on today being 25th April 2019, to be the sum to be paid back to Mrs. Sarada Ramaswamy.

SIGNED

For Car Bazaar Automobiles Pvt Ltd, Borrower




Kiran Sinha
Director



भारत सरकार

Government of India



आधार



सरडा रामास्वाम्य

Sarada Ramaswamy

जन्म तारीख/DOB: 02/06/1945

महिला/ FEMALE

5370 0522 6027

VID : 9188 2590 5455 6677

माझे आधार, माझी ओळख

Issue Date: 16/02/2016



भारतीय विशिष्ट ओळख प्राधिकरण

Unique Identification Authority of India

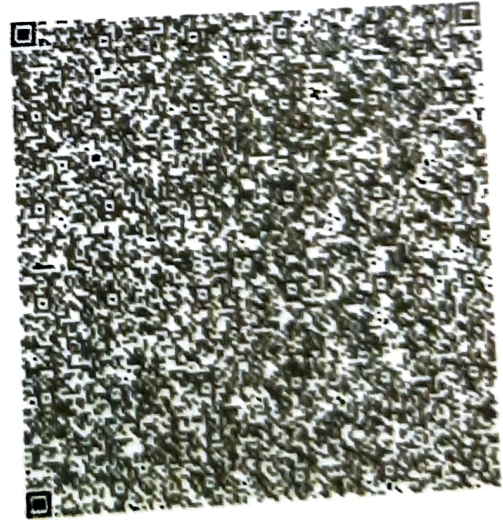


पत्ता:

502, गालससिया अपार्टमेंट, ऑफ लिंक रोड, कांदरपाडा
दहीसर वेस्ट, मुंबई, मुंबई,
महाराष्ट्र - 400068

Address:

502, Galassia Apartment, off link road,
Kandarpada Dahisar west, Mumbai, Mumbai,
Maharashtra - 400068



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Download Date: 31/03/2023