

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)

July 09, 2024

From
Edelweiss Asset Reconstruction Company
(Acting in capacity as a trustee of EARC Trust SC- 35)

Registered Address:

Edelweiss House,
Off CST Road,
Kalina, Santacruz East, Mumbai – 400098.

To
The Interim Resolution Professional of Mona Gases Private Limited
CA Uttam Kumar Agarwal

Address:

101B, Rastraguru Avenue,
Clive House,
Kolkata – 700028.

Email id: cirpmonagases@gmail.com

Subject: Submission of claim and proof of claim.

Madam/Sir,

Edelweiss Asset Reconstruction Company (acting in capacity as a trustee of EARC Trust SC-35) (“**EARC**”), hereby submits this claim in respect of the corporate insolvency resolution process of M/s Mona Gases Private Limited (“**MGPL**”) The details for the same are set out below:

| Relevant Particulars | | |
|-----------------------------|---|---|
| 1. | Name of the financial creditor | Edelweiss Asset Reconstruction Company (Acting in capacity as a trustee of EARC Trust SC- 35), a company incorporated under Companies Act. 1956 and registered as an Asset Reconstruction Company pursuant to section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“ SARFAESI Act ”) Pursuant to the Assignment Agreement dated March 28, 2014 entered into by and between Central Bank of India (“ Assignor ”), the debt of the Corporate Debtor along with all underlying securities was assigned to EARC on terms and conditions as more particularly set out therein (“ Assignment Agreement ”) A copy of the Assignment Agreement has been annexed hereto and marked as “ Annexure 1 ” |
| 2. | Identification number of the financial creditor | CIN- U67100MH2007PLC174759 as per Certificate of Incorporation dated October 05, 2007 |

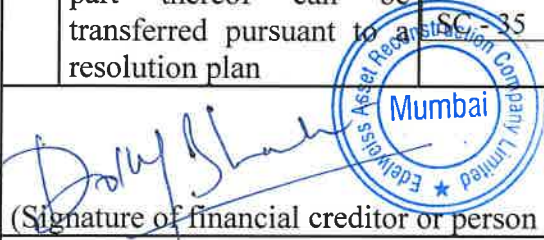


| 3. | Address and email address of the financial creditor for correspondence | <p>ADDRESS: EDELWEISS HOUSE, OFF CST ROAD, KALINA, SANTACRUZ EAST, MUMBAI – 400098</p> <p>Email ids: girish.parmar@edelweissarc.in akash.deep@edelweissarc.in dolly.bharti@edelweissarc.in aditya.haldipur@edelweissarc.in</p> | | | | | | | | |
|-----|---|---|-----|--|----|--|----|--|----|---|
| 4. | <p>Details of claim, if it is made against corporate debtor as principal borrower:</p> <p>(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) (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) (iv) Name and address of the guarantor(s)</p> | <p>(i) <u>Amount of claim:</u> Total amount of claim against the Corporate Debtor is Rs. 6,37,00,650/- (Rupees Six Crores Thirty Seven Lakhs Six Hundred Fifty Only)</p> <p>Copy of Statement of Account as on June 25, 2024 dated July 09, 2024, annexed hereto and marked as “Annexure 2”</p> <p>(ii) Amount of claim covered by security interest, if any</p> <p>Details of security are mentioned below: -</p> <p>I. Immovables Asset</p> <table border="1" data-bbox="598 1041 1372 1534"> <thead> <tr> <th>Sr.</th> <th>Details (<i>Personal Properties</i>)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9839 dated 24.06.2004).</td> </tr> <tr> <td>2.</td> <td>Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9840 dated 24.06.2004).</td> </tr> <tr> <td>3.</td> <td>Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -.60 Acres. (Title Deed no. 9841 dated 24.06.2004).</td> </tr> </tbody> </table> <p>II. Movable Asset</p> <p>Hypothecation of entire Plant and Machinery, stock and cylinder at factory PO Bijhar, Ramgarh Cantt.</p> <p>Copy of Loan cum Hypothecation Agreement (Machinery) dated 04.02.2005, herein annexed and marked as “Annexure 3”</p> <p>(iii) Amount of claim covered by guarantee, if any</p> <p>(iv) Name and address of the guarantor(s)</p> | Sr. | Details (<i>Personal Properties</i>) | 1. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9839 dated 24.06.2004). | 2. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9840 dated 24.06.2004). | 3. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -.60 Acres. (Title Deed no. 9841 dated 24.06.2004). |
| Sr. | Details (<i>Personal Properties</i>) | | | | | | | | | |
| 1. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9839 dated 24.06.2004). | | | | | | | | | |
| 2. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -1.00 Acres. (Title Deed no. 9840 dated 24.06.2004). | | | | | | | | | |
| 3. | Property at Village – Manua, Anchal- Mandu, District- Hazaribagh, Khata No. 72, Plot No. 967 at present 967/25, Area -.60 Acres. (Title Deed no. 9841 dated 24.06.2004). | | | | | | | | | |



| | | <ol style="list-style-type: none"> 1. Mr. Bishal Kumar 2. Ms. Sangita Kumar 3. Mr. Indu Bhusan 4. Mr. Nagendra Sharma | | | | | | | | | | | | | | | | | | |
|-----|--|---|-----|-----------|------|----|---------------------------------------|---|----|-------------------------------------|------------|----|---|------------|----|---|------------|----|---|------------|
| 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 (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 principal borrower</p> | N.A. | | | | | | | | | | | | | | | | | | |
| 6. | <p>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:</p> <p>(i) Amount of claim</p> <p>(ii) Name and address of the beneficiary</p> | N.A. | | | | | | | | | | | | | | | | | | |
| 7. | <p>Details of how and when debt incurred</p> | <p>Debt incurred:-</p> <table border="1"> <thead> <tr> <th>Sr.</th> <th>Documents</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Annexure 4 Sanction Letters</td> <td style="text-align: center;">-</td> </tr> <tr> <td>2.</td> <td>Annexure 5 Loan Agreement</td> <td>04.02.2005</td> </tr> <tr> <td>3.</td> <td>Annexure 6 Negotiated terms of Settlement</td> <td>17.04.2015</td> </tr> <tr> <td>4.</td> <td>Annexure 7 Revocation of Negotiated Terms of Settlement</td> <td>26.05.2016</td> </tr> <tr> <td>5.</td> <td>Annexure 8 Notice under Section 13(2) of SARFAESI act</td> <td>08.03.2023</td> </tr> </tbody> </table> | Sr. | Documents | Date | 1. | Annexure 4 Sanction Letters | - | 2. | Annexure 5 Loan Agreement | 04.02.2005 | 3. | Annexure 6 Negotiated terms of Settlement | 17.04.2015 | 4. | Annexure 7 Revocation of Negotiated Terms of Settlement | 26.05.2016 | 5. | Annexure 8 Notice under Section 13(2) of SARFAESI act | 08.03.2023 |
| Sr. | Documents | Date | | | | | | | | | | | | | | | | | | |
| 1. | Annexure 4 Sanction Letters | - | | | | | | | | | | | | | | | | | | |
| 2. | Annexure 5 Loan Agreement | 04.02.2005 | | | | | | | | | | | | | | | | | | |
| 3. | Annexure 6 Negotiated terms of Settlement | 17.04.2015 | | | | | | | | | | | | | | | | | | |
| 4. | Annexure 7 Revocation of Negotiated Terms of Settlement | 26.05.2016 | | | | | | | | | | | | | | | | | | |
| 5. | Annexure 8 Notice under Section 13(2) of SARFAESI act | 08.03.2023 | | | | | | | | | | | | | | | | | | |



| | | | | | | |
|--|---|------------------------|---|-------------------|------------------|---------------|
| | | 6. | Annexure 9 Recovery Certificate issued by Hon'ble DRT | 16.03.2017 | | |
| | | 7 | Annexure 10 Form-8 | 28.02.2005 | | |
| | | 8 | Annexure 11 CHG 1 Form | | | |
| 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 | N.A. | | | | |
| 9. | Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to resolution plan | Name of Account | Bank Name | Account No | IFSC Code | Branch |
| | | EARC TRUST SC-35 | IDBI Bank Ltd | 000410300006 2082 | IBKL0000 004 | Nariman point |
|  (Signature of financial creditor or person authorised to act on its behalf) | | | | | | |
| Name in MS. Dolly Bharti | | | | | | |
| AUTHORISED SIGNATORY [Authorised vide Board Resolution dated 24.01.2024. Copy of Board Resolution dated 24.01.2024, annexed hereto and marked as "Annexure 12"] | | | | | | |
| Address- 1003-T2, Crescent Bay, Parel, Mumbai. | | | | | | |

DECLARATION

I, Ms. Dolly Bharti, currently residing at 1003-T2, Crescent Bay, Parel, Mumbai, do hereby declare and state as follows: -

1. Mona Gases Private Limited, the corporate debtor was, at the insolvency commencement date, being the 25th day of June 2024, actually indebted to me for a sum of **Rs. 6,37,00,650/- (Rupees Six Crores Thirty Seven Lakhs Six 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:

| Sr. No. | Documents | Date |
|---------|---|------------|
| 1. | Annexure 1 Assignment Agreement | 28.03.2014 |
| 2. | Annexure 2 Statement of Account as on June 25, 2024 | 09.07.2024 |

| | | |
|-----|---|------------|
| 3. | Annexure 3 Loan cum Hypothecation Agreement (Machinery) | 04.02.2005 |
| 4. | Annexure 4 Sanction Letters | - |
| 5. | Annexure 5 Loan Agreement | 04.02.2005 |
| 6. | Annexure 6 Negotiated terms of Settlement | 17.04.2015 |
| 7. | Annexure 7 Revocation of Negotiated Terms of Settlement | 26.05.2016 |
| 8. | Annexure 8 Notice under Section 13(2) of SARFAESI act | 08.03.2023 |
| 9. | Annexure 9 Recovery Certificate issued by Hon'ble DRT | 16.03.2017 |
| 10. | Annexure 10 Form-8 | 28.02.2005 |
| 11. | Annexure 11 CHG 1 Form | |
| 12. | Annexure 12 Board Resolution | 24.01.2024 |

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: N.A.
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:

Place:

Dolly Bharti
(Signature of the claimant)



VERIFICATION

I, Dolly Bharti, Authorised Signatory of 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 ... on this ^{09th} day of July, 2024

Dolly Bharti
(Signature of claimant)



Faint, illegible text, possibly bleed-through from the reverse side of the page.

Faint, illegible text, possibly bleed-through from the reverse side of the page.



Faint, illegible text, possibly bleed-through from the reverse side of the page.



Faint, illegible text, possibly bleed-through from the reverse side of the page.