BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH COURT-VI
INTERLOCUTORY APPLICATION NO. ___ /2025
IN
COMPANY PETITION NO. CP(IB)/1082/PB/2018

IN THE MATTER OF:

KIRAN MALHOTRA …. FINANCIAL CREDITOR

VERSUS

ALCHEMIST TOWNSHIP INDIA LTD …. CORPORATE DEBTOR

AND IN THE MATTER OF:

DR. PANKAJ GAUTAM …APPLICANT

VERSUS

MR. DEVENDRA SINGH AND OTHER ...RESPONDENT

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ADV. MUKUL BANSAL
ADV.UTKARSH ASWAL
46, RAJPUR EXTENSION
CHHATARPUR, DELHI, 110068
MOBILE: +918587800364,+919891111046
E-MAIL - adv.utkarshaswal@gmail.com, advbansalmukul@gmail.com

DATE:23.08.2025
PLACE: DELHI

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
NEW DELHI BENCH COURT-VI

INTERLOCUTORY APPLICATION NO. _____ /2025
IN
COMPANY PETITION NO. CP(IB)/1082/PB/2018

IN THE MATTER OF:

Kiran Malhotra …. Financial Creditor

Versus

Alchemist Township India Ltd …. Corporate Debtor

AND IN THE MATTER OF:

Dr. Pankaj Gautam ...Applicant

VERSUS

Mr. Devendra Singh and other ...Respondent

MEMO OF PARTIES

Dr. Pankaj Gautam
S/o Late Mr. Kishan Narayan Gautam
R/o 17, Vishwakarma Green Pashchim Puri,
Sahri, Agra, Uttar Pradesh 282007
Email Id- pankajgautam751@yahoo.com
Phone Number- 9910005035, 8392968344 ...Applicant

VERSUS

1. Mr. Devendra Singh
Resolution Professional
M/s Alchemist Township India Limited
Assotech Business Cresterra,Office No. 216, 2nd Floor
Tower 1, Sector 135, Noida, UP 201305
Email Id: cirp.atil@gmail.com, atil.cirp@gmail.com
team18@atilinsolvency.com …Respondent No.1

2. Mr. Rakesh Verma
Authorized Representative
M/s Alchemist Township India Limited
Email Id: arrverma.atil@atilinsolvency.com
arrverma.atil@gmail.com
Ph No. 9560003665 …Respondent No.2

APPLICANT

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ADV. MUKUL BANSAL
ADV.UTKARSH ASWAL
46, RAJPUR EXTENSION
CHHATARPUR, DELHI, 110068
PH NO: +918587800364, +919891111046
E-mail – adv.utkarshaswal@gmail.com,
advbansalmukul@gmail.com

DATE: 23.08.2025
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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
NEW DELHI BENCH COURT-VI

INTERLOCUTORY APPLICATION NO. _____ /2025
IN
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KIRAN MALHOTRA …. FINANCIAL CREDITOR

VERSUS

ALCHEMIST TOWNSHIP INDIA LTD …. CORPORATE DEBTOR

AND IN THE MATTER OF:

DR. PANKAJ GAUTAM
S/o Late Mr. Kishan Narayan Gautam
R/o 17, Vishwakarma Green Pashchim Puri,
Sahri, Agra, Uttar Pradesh 282007
Email Id- pankajgautam751@yahoo.com ...APPLICANT

VERSUS

MR. DEVENDRA SINGH AND OTHER
Resolution Professional
M/s Alchemist Township India Limited
Email Id: cirp.atil@gmail.com ..RESPONDENTS

APPLICATION UNDER SECTION 60(5) OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 READ WITH RULE 11 OF THE NATIONAL COMPANY LAW TRIBUNAL RULES, 2016 SEEKING CLARIFICATION/RELIEF REGARDING ADMISSION OF CLAIM.

MOST RESPECTFULLY SHOWETH:

1. That the present application is being preferred by the Applicant (Real Estate Allottee) herein under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the *"I&B Code, 2016")* read with the Rule 11 of the National Company Law Tribunal Rules, 2016 (hereinafter referred to as the *"NCLT Rules, 2016").*

2. That this Hon'ble Tribunal *vide* order dated 25.01.2019, initiated the Corporate Insolvency Resolution Process (hereinafter "CIRP") of M/s Alchemist Township India Limited (hereinafter referred to as the Corporate Debtor*)* in the matter of "*Kiran Malhotra versus Alchemist Township India Ltd*. having Company Petition. CP(IB)/1082/PB/2018" and appointed Mr. Pramod Goel as IRP. Copy of Admission order dated 25.01.2019 is annexed herewith marked as **ANNEXURE 1.**

3. That the CIRP Admission order dated 25.01.2019 was set aside by the Hon'ble NCLAT *vide* order dated 01.03.2019. However, the CIRP was revived by the Hon'ble NCLT *vide* order dated 01.10.2020. Copy of order dated 01.03.2019 and 01.10.2020 are annexed herewith marked as **ANNEXURE 2 (COLLY).**

4. That Mr. Devendra Singh was appointed as the Resolution Professional (RP) for the Corporate Debtor pursuant to an application filed to that effect, and his appointment was confirmed *vide* order dated 24.11.2020. Copy of order dated 24.11.2020 has been annexed as **ANNEXURE 3**.

5. That the RP issued a Public Announcement on 09.12.2020 in the New Delhi edition of Business Standard, inviting claims from creditors in Form-A under Regulation 6 of the CIRP Regulations, 2016. Additionally, another Public Announcement was issued on the corporate debtor's website dated 29.11.2021, requesting creditors to file claims by 30.11.2021. Copy of the Public Announcement Dated 09.12.2020 and announcement dated 29.11.2021 are attached herewith marked as **ANNEXURE 4 (COLLY).**

6. That the Applicant duly submitted his claim in capacity of a Homebuyer, in accordance with Form CA under Regulation 8A of the CIRP Regulations, via email dated 22.06.2021 to the official CIRP email id of the CD i.e., cirp.atil@gmail.com through the email id of the applicant i.e pankajgautam751@gmail.com. Copy of the submitted claim Form CA along with the email dated 22.06.2021 are annexed herewith marked **ANNEXURE 5 (COLLY).**

7. That originally the Applicant's Late father, Mr. Kishan Narayan Gautam submitted application form on two occasions before the Corporate Debtor expressing his interest to acquire villa/apartment in the housing project at Riveria Heights, Chandigarh Ambala Highway, Dappar, Punjab which was proposed to be constructed by the corporate debtor. The details of Application form along with the Certificates of receipt of booking amount are as follows

APPLICATION DATE	CUSTOMER ID	AMOUNT REFUNDABLE	JOINT APPLICANT	CERTIFICATE OF RECEIPT DATE	CERTIFICATE OF RECEIPT NUMBER
30.11.2015	TX00003800	Rs. 1,20,000/-	Mr. Pankaj Gautam	21.12.2015	TB00347985
28.04.2016	TX0004800	Rs. 70,000/-	Mr. Pankaj Gautam	19.05.2016	TB00502676

Copy of Certificates of Receipt of application along with the booking amount issued by the Corporate Debtor has been annexed as **ANNEXURE 6 (COLLY).**

8. That Mr. Kishan Narayan Gautam passed away on 09.10.2019 and accordingly, the Applicant, being the joint applicant and legal heir, submitted the claim in Form CA via email dated 22.06.2021. Copy of Death Certificate of Mr. Kishan Narayan Gautam has been annexed herewith marked as annexure as **ANNEXURE 7.**

9. That the RP's team, through the email ID team18@atilinsolvency.com, acknowledged receipt of the Applicant's claim on 02.07.2021, indicating preliminary acceptance. Copy of the acknowledgement email is annexed herewith marked as **ANNEXURE 8.**

10. That the Applicant received notices, minutes, e-voting links, and summary records of various CoC meetings through the Authorised Representative, Mr. Rakesh Verma, via email ID arrverma.atil@atilinsolvency.com Details of such communications are as follows:

DATE	PURPOSE
23.02.2022	Notice of 8th CoC Meeting
21.07.2022	Notice of 11th CoC Meeting
27.07.2022	Minutes of 11th CoC
08.09.2022	Minutes of 12th CoC
08.09.2022	E-voting link for 12th CoC
15.09.2022	Summary Record of 12th CoC
19.12.2024	Notice of 23rd CoC Meeting
25.12.2024	Minutes of 23rd CoC

Copies of the email dated 23.02.2022, 21.07.2022, 27.07.2022,08.09.2022, 15.09.2022, 19.12.2024, 25.12.2024 via which Notices, Minutes and E-Voting links were shared with the Applicant are annexed herewith marked as **ANNEXURE 9 (COLLY).**

11. That based on the continued communication from the Authorised Representative and absence of any communication regarding rejection of the claim, the Applicant was under a bonafide belief that his claim had been duly admitted and considered.

12. That, upon perusal of the 76th list of financial creditors in a class on the Corporate Debtor's website, the Applicant was shocked to note that their name was not included. Despite the Applicant's various emails to the Respondent requesting the status of the claim, relief, benefit, or resolution, no response was received, even though the Applicant had been treated as a financial creditor (in a Class) in earlier stages.

13. That, being aggrieved, the Applicant, through various telephone calls and emails dated 26.07.2025, 01.08.2025, 12.08.2025 and 16.08.2025, sought clarification regarding the status of his claim and the reason for his exclusion from the list of financial creditors in a class from the RP as well as the authorized Representative. No response has been received till date from the RP. Copies of these emails dated 26.07.2025, 01.08.2025, 12.08.2025 and 16.08.2025 are annexed herewith marked as **ANNEXURE 10 (COLLY).**

14. That the Applicant received an email dated 17.08.2025 from the Authorised Representative, Mr. Rakesh Verma, sent from the email ID arrverma.atil@atilinsolvency.com in response to email sent by the applicant on 16.08.2025 at arrverma.atil@gmail.com, inviting the Applicant to attend the meeting of the Creditors with the Authorised Representative scheduled on 18.08.2025 at 3:00 PM. A copy of the email dated 17.08.2025 is annexed herewith as **ANNEXURE 11.**

15. That the Applicant attended the meeting through his son, Mr. Animesh Gautam, during which the Authorised Representative (AR) requested Mr. Animesh to share the grievance along with the relevant documents via WhatsApp on the number provided by the AR, and assured that the grievance would be addressed at the earliest. However, the Applicant has not received any update till date. Copies of the WhatsApp communication and the email dated 23.08.2025 are annexed herewith as **ANNEXURE 12**

16. That the Applicant with no other alternative but to approach this Hon'ble Adjudicating Authority with the present application, with a prayer that the same be heard on an urgent basis. As the Respondent has:

- Failed to provide clarity on the status of the Applicant's claim despite repeated telephone calls and emails,
- Made an arbitrary and erroneous decision not to consider the claim of the Applicant to the tune of ₹1,90,000/- (Rupees One Lakh Ninety Thousand Only), filed in Form CA under Regulation 8A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

17. That the Applicant herein prays for leave of this Hon'ble Tribunal to urge such other and further grounds at the time of hearing of the present application as may be available to the Applicant.

18. That the present application is being preferred with all bonafide motives and in the interest of justice.

PRAYER

In view of the foregoing facts and circumstances, the Applicant respectfully prays that this Hon'ble Tribunal may be pleased to:

i. Direct the Resolution Professional to clarify the status of the claim filed by the Applicant.

ii. Direct the Resolution Professional to admit the Claim of the Applicant of a total amount of Rs 1,90,000/- (Rupees One Lakh ninety thousand only) and include the name of the Applicant in the list of Financial Creditors in a Class. (if not admitted).

iii. Pass appropriate directions to ensure equitable treatment to the Applicant as a member of the class of homebuyers.

iv. Grant such other and further reliefs as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.



APPLICANT
DR. PANKAJ GAUTAM
17, Vishwakarma Green Pashchim Puri,
Sahri, Agra, Uttar Pradesh 282007
E-Mail: pankajgautam751@yahoo.com
Mob.No 8392968344, 9910005035

DATE: 23.08.2025
PLACE: UTTAR PRADESH

FILED THROUGH

ADV. MUKUL BANSAL
ADV.UTKARSH ASWAL
46, RAJPUR EXTENSION
CHHATARPUR, DELHI, 110068
MOBILE: +918587800364, +919891111046
E-MAIL – adv.utkarshaswal@gmail.com, advbansalmukul@gmail.com

DATE: 23.08.2025
PLACE: DELHI

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

IN-UP05003267123497X

Mukesh Kumar Gola
Stamp Vendor
Licence No 39
E Stamping ACC Id UP
Tehsil Sadar Agra

Certificate No.	:	IN-UP05003267123497X
Certificate Issued Date	:	23-Aug-2025 10:55 AM
Account Reference	:	NEWIMPACC (SV)/ up14140904/ AGRA SADAR/ UP-AGR
Unique Doc. Reference	:	SUBIN-UPUP14140904074880600078O1X
Purchased by	:	PANKAJ GAUTAM
Description of Document	:	Article 4 Affidavit
Property Description	:	FOR AFFIDAVIT
Consideration Price (Rs.)	:	
First Party	:	NATIONAL COMPANY LAW TRIBUNAL NEW DELHI BENCH
Second Party	:	PANKAJ GAUTAM
Stamp Duty Paid By	:	PANKAJ GAUTAM
Stamp Duty Amount(Rs.)	:	10 (Ten only)

IN-UP05003267123497X

Please write or type below this line

NOTARIAL GOVT OF INDIA C Nag Adv Reg No 03(36)2000 AGRA NOTARIAL

C Nag Adv Reg No 03(36)2000 AGRA GOVT OF INDIA

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3. In case of any discrepancy please inform the Competent Authority.

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KIRAN MALHOTRA ....FINANCIALCREDITOR

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ALCHEMISTTOWNSHIPINDIALTD ....CORPORATEDEBTOR

ANDINTHEMATTER OF:

PANKAJ GAUTAM ...APPLICANT

VERSUS

MR.DEVENDRA SINGH ...RESPONDENT

AFFIDAVIT

I, PANKAJ Gautam S/O Late Kishan Narayan Guatam,aged about Years, R/oB-68, Balaji Puram, alabtiya Road Shahaganj, Agra, Uttar Pradesh, 282010 do hereby solemnly affirm and declare as under

1. That I am the Applicant in the present case and I am conversant with the facts and circumstances of the case and competent to swear the present affidavit.

2. That I have read the accompanying application and have understood the content there in, which are true and correct to the best of my knowledge and belief.

ATTESTED 09 (36) 2000 C Tyagi Adv Reg No GOVT OF INDIA AGRA

DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the contents of this affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed there from.

Verified at_____on day of August,2025

ATTESTED 09 (36) 2000 D C Tyagi Advocate Distt Notary

DEPONENT

FREE OF COST COPY

IN THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI
PRINCIPAL BENCH

C.P. NO. IB-1082(PB)/2018

IN THE MATTER OF:
Kiran Malhotra .....**Financial Creditor/Petitioner**
v.
Alchemist Township India Limited
.....**Corporate Debtor/Respondent**

SECTION: Under Section 7 of The Insolvency and Bankruptcy Code, 2016

Judgment delivered on 25.01.2019

Coram:

CHIEF JUSTICE (RTD.) M.M. KUMAR
HON'BLE PRESIDENT

DR. DEEPTI MUKESH
HON'BLE MEMBER (J)

PRESENTS:

For the Petitioner: Mr. Prem Kumar Chugh, Advocate
For the Respondent: Ms. Sonia Dube & Ms. Harshita Verma, Advocates

M.M. KUMAR, PRESIDENT

JUDGMENT

Ms. Kiran Malhotra claiming himself to be a 'financial creditor' has invoked the provisions of Section 7 of the Insolvency and Bankruptcy Code, 2016 (for brevity 'the Code') read with rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 (for brevity 'the Rules') with a prayer for initiation of Corporate Insolvency Resolution Process in respect of

30/01/2019

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respondent company, Alchemist Township India Limited, who is stated to be the corporate debtor.

2. The Respondent company-the Corporate Debtor, Alchemist Township India Limited (CIN U70100DL2006PLC263246) was incorporated on 04.07.2006 under the provisions of the Companies Act, 1956. The registered office of the respondent corporate debtor is situated at Flat No. 1511, Front Portion, Hemkunt Chambers, 89, Nehru Place, New Delhi-110019. Its authorized share capital is Rs. 50,000,000/- divided into 5,000,000 equity shares of Rs. 10 each and the paid up share capital is Rs. 1,00,00,000/- divided into 1,000,000 equity shares of Rs. 10 each which is based on the details given in master data obtained from the official website of Registrar of Companies (AnnexureA-6). Since the registered office of the respondent corporate debtor is in Delhi, this Tribunal being Adjudicating Authority has territorial jurisdiction in respect of respondent corporate debtor as per the provisions of sub-section (1) of Section 60 of the Code.

3. The 'Financial Creditor'-Petitioner has proposed the name of Resolution Professional, Shri Parmod Goel, Nil 26-AB, First Floor, Malviya Nagar, New Delhi-110017, email id –

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pramodgoel@yahoo.co.in. He has registration No. IBBI/IPA-001/IP-P00282/2017-18/10526. A written communication sent by him in terms of Rule 9(1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 has also been placed on record (Annexure A-4). There is a declaration made by him that no disciplinary proceedings are pending against him in Insolvency and Bankruptcy Board of India or ICAI. In addition, further necessary disclosures have been made by Mr. Parmod Goel, as per the requirement of the IBBI Regulations. Accordingly, he satisfies the requirement of Section 7 (3) (b) of the Code.

4. It is the case of the petitioner that she submitted an application form dated 15.06.2013 (Annexure A-5) before the Respondent expressing her interest to purchase a plot/unit in the housing project at Park Avenue, Talwani Bhai, Tehsil Zeera, District Ferozepur, Punjab which was proposed to be constructed by the respondent company. The booking amount of Rs. 6,50,000/- was paid by the petitioner to the Respondent vide cheque No. 109633 dated 12.06.2013 drawn on Jammu and Kashmir Bank Ltd. along with the aforesaid application.

5. The Respondent issued a letter dated 06.07.2013 (Annexure A-7) while accepting the offer made by the petitioner wherein

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certain commitments were made. It would be beneficial to read the aforesaid reply of the Respondent Company which is set out below verbatim:

> *"We are in receipt of your application dated 15.06.2013 expressing your interest to acquire plot/villa/apartment in our housing project at Park Avenue, Talwandi Bhai, Tehsil:Zeera, Dist: Firozpur, Punjab been allotted Customer ID No. TL00011449*
>
> *Please quote this Customer ID for all your future correspondence.*
>
> *We have also noted your request to offer you plot/villa/apartment in our other projects for a period of Four Years in the event of it being not possible to offer the plot/villa/apartment in the Project as applied for.*
>
> *In the event of your not accepting allotment of plot/villa/apartment offered to you by us, from time to time for any reason whatsoever, we shall refund the amounts received, together with compensation assessed by us, depending upon appreciation in the value of Real Estate, which in any event, shall not be less than Rs. 975000/- (Nine Lakh Seventy Five Thousand Only)*
>
> *subject to deduction of applicable taxes and administrative costs, if any. Our decision with regard to the amount of compensation will be final.*
>
> *Prior to the expiry of the period as aforesaid, you may obtain refund of such amount, as may be mutually agreed, after deduction of applicable taxes and administrative costs, if any.*

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You shall cease to receive any offer on and from 10/06/2017

Our decision with regard to the amount of compensation will be final and binding.

Yours faithfully,
For Alchemist Township India Limited,

(C.S. JOLLY)
Director

A close glance on the aforesaid reply makes it patent that the respondent company highlighted its wish to accept the offer of the petitioner with further promise that if the Respondent Company failed to offer the promised plot/unit to the petitioner in the aforesaid project then petitioner would be accommodated in the other project of the respondent Company. It was also contemplated that if petitioner does not accept allotment of plot offered by the Respondent Company, from time to time for any reason, then Respondent Company was bound to refund the amount received by it together with compensation, depending upon the appreciation in the value of Real Estate, which in any event, was not be less than as Rs. 9,75,000/-.

6. After lapse of sufficient long time, when no communication was received from the Respondent Company regarding status of

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the aforesaid project, the petitioner submitted a notice to the respondent seeking refund of the minimum assured amount of Rs. 9,75,000/- along with compensation appreciation in the value of real estate on the basis of commitment made by the Respondent Company (Annexure A-7). Again, a letter dated 21.09.2017 (Annexure A-8) was submitted by the petitioner in the office of the respondent situated at Chandigarh which was acknowledged by it by affixing a stamp and signature as well. Again another letter was sent by the petitioner on 27.12.2017 (Annexure A-9). Finally, a legal notice dated 15.02.2018 (Annexure A-10) was sent by the petitioner through his counsel seeking refund of Rs. 9,75,000/- along with interest @ 18% per annum w.e.f. 10.06.2017 and compensation as per the terms of letter dated 06.07.2013 (Annexure A-7) but all in vain. A copy of terms and conditions which were to be incorporated in the buyer agreement has been placed on record (Annexure A-12 at pg. 112-113).

7. It is claimed that the Respondent is liable to pay an amount of Rs. 11,62,520/- and interest @ 18% per annum w.e.f. 01.08.2018 to the petitioner.

8. After service of notice when the matter came up for consideration on 03.10.2018 learned counsel for the respondent

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sought time to file vakalatnama and reply. We granted two weeks' time for filing vakalatnama and reply. The matter was to be heard on 05.11.2018 when the matter was again posted for hearing on 12.11.2018. However, again time was sought and we granted one last opportunity to file reply within a week and fixed the matter for arguments on 17.12.2018. On 17.12.2018 we had saddled the respondent with cost of Rs. 20000/- on account of non-filing of reply and further granted a week's time for the said purpose and ordered listing of the matter on 24.01.2019.

9. Thereafter on 24.01.2019 neither the cost was paid nor any reply was filed by the Corporate Debtor inspite of direction issued by us on various occasions. Accordingly, we decided to proceed without reply. Accordingly, we heard the arguments and reserved the order.

10. Now we deal with the submissions made on behalf of the Financial Creditor.

11. According to the learned counsel there is no resistance nor the claim of the Financial Creditor in respect of 'unpaid debt' has been controverted. It must therefore be considered to have been admitted. We find substance in the submission.

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12. Learned Counsel for the petitioner has argued that all requirements of Section 7 of the Code for initiation of Corporate Insolvency Resolution Process by a Financial Creditor stand fulfilled. In that regard, he has submitted that the application is complete as per the requirements of Section 7 (2) of the Code and other conditions prescribed by Rule 4 (1) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016. He has further submitted that the details of default along with its dates have been clearly stated in part IV along with all the minute details. There is overwhelming evidence to prove default and name of the resolution professional has also been clearly specified.

13. It is patent that an application form (Annexure A-5) expressing an interest to acquire the plot/unit in the proposed project of the Respondent Company was submitted by the petitioner on 15.06.2013. The booking amount of Rs. 6,50,000/- was paid along with the said application form. According to the letter dated 06.07.2013 (Annexure A-7) the Respondent Company proposed to offer a plot/unit to the petitioner either in the project for which application form was submitted by the petitioner or in the other projects. In the event the Respondent Company failed to do so, a further commitment was made, namely in case the

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petitioner does not accept the allotment of the alternative plot/unit offered by the Respondent Company for any reason then the petitioner would be entitled to refund of the amount received together with compensation depending upon appreciation in the value of Real Estate, which in any event, was not be less than Rs. 9,75,000/-. In the said letter it was also promised by the Respondent that the petitioner would receive the offer on and from 10.06.2017. The petitioner-allottee has not been paid any amount of compensation nor the status of the project is intimated to the petitioner.

14. Having heard the learned counsel for the petitioner it would first be necessary to examine the provisions of Section 7 (2) and Section 7 (5) of IBC which read as under:-

"Initiation of corporate insolvency resolution process by financial creditor.

7 (1) .....

7 (2) The financial creditor shall make an application under sub-section (1) in such form and manner and accompanied with such fee as may be prescribed.

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7 (3) .....

7 (4) .....

7 (5) Where the Adjudicating Authority is satisfied that—

(a) a default has occurred and the application under sub-section (2) is complete, and there is no disciplinary proceedings pending against the proposed resolution professional, it may, by order, admit such application; or

(b) ....."

15. A conjoint reading of the aforesaid provision would show that form and manner of the application has to be the one as prescribed. It is evident from the record that the application has been filed on the proforma prescribed under Rule 4 (2) of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 read with Section 7 of the Code. We are satisfied that a default amounting to lacs of rupees has occurred. As per requirement of Section 4 of the Code if default amount is one lac or more then the CIR Process would be issued. The application under sub section 2 of Section 7 is complete; and no disciplinary

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proceedings are pending against the proposed Interim Resolution Professional.

16. It is pertinent to mention here that clause (8) of Section 5 of the Code has been amended by the Insolvency and Bankruptcy (amendment) Ordinance, 2018 with effect from 6th June, 2018. In view of the revised definition, any amount raised from an allottee under a real estate project is deemed to be an amount having the commercial effect of a borrowing and thus is covered by the definition of 'Financial Debt' under the Code. Definition of 'Financial Debt' has been amended to specifically include dues of home buyer i.e. Real Estate (Residential). The amendment also recognizes home buyer as "Financial Creditor". Accordingly, the home buyer can initiate Corporate Insolvency Resolution Process against defaulting builder or developer, as "Financial Creditor" in terms of Explanation to Section 5 (8) (f) of the Code with effect from 06.06.2018.

17. In light of the aforesaid facts it is patent the petitioner is thus covered by the expression 'Financial Creditor' as has been used in the amended definition of Section 5 (8) (f) of the Code and the explanation appended thereto. In that regard we draw support

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from the observations made by Hon'ble the Appellate Tribunal in the case of ***Rajendra Kumar Saxena V. Earth Gracia Buildcon Pvt. Ltd.*** passed in Appeal (AT) (Insolvency) No. 187/2018 wherein it has been held as under:

> *"By the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2018 No. 6 of 2018 dated 6th June, 2018 followed by the Act, in clause (8), in Sub-clause (f), of Section 5 an explanation has been inserted as per which any amount raised from an allottee under a real estate project shall be deemed to be an amount having the commercial effect of a borrowing.* ***Thereby, after amendment of the Act, the allottees of real estate project have been treated as 'Financial Creditors'.***"
> (Emphasis supplied).

A bare perusal of the aforesaid paragraph of the judgment would show that even without any element of 'assured return' an allottee in the real estate project has to be regarded as a 'Financial Creditors'. The petitioner eminently fulfills the aforesaid condition.

18. The amount has been raised from the petitioner/allottee under a real estate project. In such a situation not only the debt

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has a commercial effect of borrowings and come within the scope of 'financial debt' but also the petitioner is covered by the definition of expression 'financial creditor'.

19. Therefore, petitioner being financial creditor can invoke Corporate Insolvency Resolution Process under Section 7 of the code against the respondent corporate debtor in case of default in repayment of financial debt.

20. As a sequel to the aforesaid discussion and the material placed on record it is confirmed that applicant-financial creditor had disbursed the money to the respondent corporate debtor as consideration for purchase of a residential flat. A considerable long period has lapsed, the principal amount disbursed has not been refunded by the respondent corporate debtor as per the commitment made by it in the letter Annexure A-7. It is accordingly held that respondent corporate debtor has committed default in repayment of the outstanding financial debt which exceeds the statutory limit of rupees one Lakh. Thus, the application warrant admission as it is complete in all respects.

21. Accordingly, in terms of Section 7 (5) (a) of the Code, the present application is admitted.

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22. Mr. Parmod Goel, Nil 26-AB, First Floor, Malviya Nagar, New Delhi-110017, email id – pramodgoel@yahoo.co.in, Registration No. IBBI/IPA-001/IP-P00282/2017-18/10526 is appointed as an Interim Resolution Professional.

23. In pursuance of Section 13 (2) of the Code, we direct that Interim Insolvency Resolution Professional to make public announcement immediately with regard to admission of this application under Section 7 of the Code. The expression 'immediately' means within three days as clarified by Explanation to Regulation 6 (1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

24. We also declare moratorium in terms of Section 14 of the Code. A necessary consequence of the moratorium flows from the provisions of Section 14 (1) (a), (b), (c) & (d) and thus the following prohibitions are imposed which must be followed by all and sundry:

"(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

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(b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor."

25. It is made clear that the provisions of moratorium shall not apply to such transactions which might be notified by the Central Government in consultation with any financial regulator. Additionally, the supply of essential goods or services to the Corporate Debtor as may be specified is not to be terminated or suspended or interrupted during the moratorium period. These would include supply of water, electricity and similar other supplies of goods or services as provided by Regulation 32 of IBBI

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(Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

26. The Interim Resolution Professional shall perform all his functions religiously and strictly which are contemplated, *interalia*, by Sections 15, 17, 18, 19, 20 & 21 of the Code. He must follow best practices and principles of fairness which are to apply at various stages of Corporate Insolvency Resolution Process. His conduct should be above board & independent; and he should work with utmost integrity and honesty. It is further made clear that all the personnel connected with the Corporate Debtor, erstwhile directors, promoters or any other person associated with the Management of the Corporate Debtor are under legal obligation under Section 19 of the Code to extend every assistance and cooperation to the Interim Resolution Professional as may be required by him in managing the affairs of the Corporate Debtor. In case there is any violation committed by the ex-management or any tainted/illegal transaction by ex-directors or anyone else the Interim Resolution Professional/Resolution Professional would be at liberty to make appropriate application to this Tribunal with a prayer for passing an appropriate order. The Interim Resolution Professional/Resolution Professional shall be under a duty to

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protect and preserve the value of the property of the 'Corporate Debtor' as a part of its obligation imposed by Section 20 of the Code and perform all his functions strictly in accordance with the provisions of the Code.

27. Before parting we wish to observe about the approach adopted by the Corporate Debtor-Respondent. In that regard it would be appropriate to refer to the orders granting time to the Corporate Debtor-Respondent for filing reply. The aforesaid position would become evident from a series of orders dated 03.10.2018, 12.11.2018, 17.12.2018 & 24.01.2019 which are set out below:-

Order dated 03.10.2018

"Ld. Counsel for the respondent seeks and is granted two weeks time to file vakalatnama and reply.

Rejoinder, if any, be filed within one week thereafter with a copy in advance to the counsel opposite.

List for further consideration on 05.11.2018.

Order dated 12.11.2018

One last opportunity granted to file reply within a week with a copy in advance to the counsel for the petitioner. Vakalatnama and resolution of the respondent company may also be filed before the next date of hearing.

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Rejoinder, if any, be filed within one week thereafter with a copy in advance to the counsel opposite. If the reply is not filed then no further adjournment shall be granted and the same shall proceed on merit.

List for arguments on 17.12.2018.

Order dated 17.12.2018

Despite last opportunity granted on 12.11.2018 reply has not been filed and further time has been sought. Let reply be now filed within one week with a copy in advance to the counsel for the petitioner which shall be subject to payment of Rs. 20,000/- as cost to be payable to the petitioner.

Rejoinder, if any, be filed within one week with a copy in advance to the counsel opposite.

List for arguments on 24.01.2019.

Order dated 24.01.2019

On 17.12.2018 the following order was passed:-

"Despite last opportunity granted on 12.11.2018 reply has not been filed and further time has been sought. Let reply be now filed within one week with a copy in advance to the counsel for the petitioner which shall be subject to payment of Rs. 20,000/- as cost to be payable to the petitioner.

Rejoinder, if any, be filed within one week with a copy in advance to the counsel opposite."

It is seen from the reading of the order that despite the last opportunity granted on 12.11.2018 further time of one week was given to file reply. Over a period of one month is gone by but no reply has been filed nor the cost of Rs. 20,000/- has been paid. We do not see the possibility of granting any further time to file reply.

Arguments heard. Put up for order tomorrow i.e. 25.01.2019."

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The aforesaid details concerning the conduct of the Corporate Debtor-Respondent would reveal that a designed effort has been made to impede the insolvency proceedings by seeking time over and over again for filing reply. The leniency shown by the Bench has been misused. It was therefore, in these circumstances that the order dated 12.11.2018 was passed whereby direction was issued that in case reply was not filed then no further adjournment was to be granted and the matter was to proceed on merit. Further we had saddled the respondent with cost of Rs. 20000/- on account of non-filing of reply and granted a week time for the said purpose and ordered for listing the matter on 24.01.2019 but the position remains the same. We are constrained to observe that in some of the cases the Corporate Debtor-Respondent deliberately delay the proceedings so as to avoid the initiation of Corporate Insolvency Resolution Process. This case thus is a classic example of such a conduct. We say no more on this issue.

28. We direct the Financial Creditor to deposit a sum of Rs. 2 lacs with the Interim Resolution Professional namely Mr. Parmod Goel to meet out the expenses to perform the functions assigned to

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him in accordance with Regulation 6 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations, 2016. The needful shall be done within three days from the date of receipt of this order by the Financial Creditor. The amount however be subject to adjustment by the Committee of Creditors as accounted for by Interim Resolution Professional and shall be paid back to the Financial Creditor.

29. The office is directed to communicate a copy of the order to the Financial Creditor, the Corporate Debtor, the Interim Resolution Professional and the Registrar of Companies, NCR, New Delhi at the earliest but not later than seven days from today. The Registrar of Companies shall update its website by updating the status of 'Corporate Debtor' and specific mention regarding admission of this petition must be notified.

-Sd/-
25.01.20

(M.M.KUMAR)
PRESIDENT

-Sd-

(DR. DEEPTI MUKESH)
MEMBER (JUDICIAL)

25.01.2019
(VINEET)

C.P. No.(IB)-1082(PB)/2018
KIRAN MALHOTRA V. ALCHEMIST TOWNSHIP INDIA LTD.

FREE OF COST COPY

30/1/2019
V.V.B. RAJU
उप रजिस्ट्रार DEPUTY REGISTRAR
राष्ट्रीय कम्पनी विधि अधिकरण
NATIONAL COMPANY LAW TRIBUNAL
Block-3, 6th Floor, CGO COMPLEX
LODHI ROAD, NEW DELHI - 110003

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NATIONAL COMPANY LAW APPELLATE TRIBUNAL, NEW DELHI

Company Appeal (AT) (Insolvency) No. 113 of 2019

IN THE MATTER OF:

Alchemist Infra Ventures Ltd. & Anr. ...Appellants

Vs

Kiran Malhotra & Anr. ....Respondents

Present:

For Appellants: **Mr. Anurag Singh, Advocate.**

For Respondents: **Mr. Prem Kumar Chugh, Advocate.**
Mr. Pramod Goyal, IRP in person.

O R D E R

01.03.2019: The Appellant 'Alchemist Infra Venture Ltd.' a shareholder of 'Alchemist Township India Ltd.' (Corporate Debtor) has challenged the judgment dated 25th January, 2019 passed by the Adjudicating Authority (National Company Law Tribunal), Principal Bench, New Delhi, whereby application under Section 7 of I&B Code preferred by 'Kiran Malhotra' (Financial Creditor) has been admitted, order of moratorium has been passed and Interim Resolution Professional has been appointed.

2. Learned counsel appearing on behalf of the Appellant submits that the Committee of Creditors have not been constituted and before the same the parties have reached settlement. Terms of Settlement entered between the parties dated 27th February, 2019 has been filed.

3. Learned counsel appearing on behalf of the Financial Creditor accepts that in terms of settlement reached between the parties, the amount has been paid by way of cheque. Prayer has been made to allow the Respondent (Financial Creditor) to withdraw the application under Section 7 subject to encashment of the cheque.

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4. Mr. Pramod Goyal, Interim Resolution Professional has appeared and accepts that Committee of Creditors has not been constituted by the date the settlement has been reached. He has received only one claim that is of Ms. Kiran Malhotra (Financial Creditor). He further states that he has incurred a cost of about Rs.60,000/- and he is entitled for a fee of Rs.2 Lakhs.

5. Having heard learned counsel for the parties and following the decision of the Hon'ble Supreme Court in ***'Swiss Ribbons Pvt. Ltd. & Anr. Vs. Union of India & Ors.', Writ Petition (Civil) No. 99/2018 (2019 SCC OnLine SC 73)*** *(at para 52)* as we find that the parties have reached settlement prior to constitution of the 'Committee of Creditors', we set aside the impugned order dated 25th January, 2019.

6. In effect, order(s) passed by the Adjudicating Authority appointing 'Interim Resolution Professional', declaring moratorium, freezing of account, and all other order(s) passed by the Adjudicating Authority pursuant to impugned order and action, if any, taken by the 'Interim Resolution Professional', including the advertisement published in the newspaper calling for applications all such orders and actions are declared illegal and are set aside. The application preferred by Respondent under Section 7 of the I&B Code, 2016 is dismissed. Learned Adjudicating Authority will now close the proceeding. The 'Corporate Debtor' (Company) is released from all the rigour of law and is allowed to function independently through its Board of Directors from immediate effect.

7. 'M/s Alchemist Township India Ltd.' (Corporate Debtor) will pay the fee and cost of Rs.2,60,000/- (Rupees Two Lakh Sixty Thousand Only) in favour of Mr. Pramod Goyal, Interim Resolution Professional, for the period he has functioned, within four weeks.

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8. However, we make it clear that the amount payable in favour of Respondent – 'Kiran Malhotra' through cheque, if bounce or for one or other reason encashment not allowed, it will be open to Respondent – 'Kiran Malhotra' to revive the application under Section 7.

9. The appeal is allowed with aforesaid observations and directions.

[Justice S. J. Mukhopadhaya]
Chairperson

[Justice Bansi Lal Bhat]
Member (Judicial)

am/gc

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IN THE NATIONAL COMPANY LAW TRIBUNAL: NEW DELHI
PRINCIPAL BENCH

Item No. 6
(IB)-1082(PB)/2018

IN THE MATTER OF:
Kiran Malhotra .... Applicant/petitioner
Vs.
Alchemist Township India Ltd .... Respondent

Order under Section 7 of Insolvency & Bankruptcy Code, 2016
Order delivered on 01.10.2020

Coram:
SHRI B.S.V. PRAKASH KUMAR
HON'BLE ACTG. PRESIDENT

SH. HEMANT KUMAR SARANGI
HON'BLE MEMBER (TECHNICAL)

PRESENT:
For the applicant(s):- Mr. Vijay Nair, Mr. Manoranjan Sharma, Advs.
For the respondent Mr. Aabhas Kshetrapal, Adv. For CD

ORDER

IA-4063(PB)/2020:-

It is an application filed for the revival of the CP (IB)-1082(PB)/2018 based on the order dated 01.03.2019 passed by the Hon'ble Appellate Tribunal.

On perusal of this application, it appears that shareholders of the corporate debtor filed an appeal against the admission order dated 25.01.2019 before the Appellate Tribunal wherein the promoters/shareholders of the corporate debtor having given cheques to the applicant/financial creditor towards settlement of the claim, the Appellate Authority recorded the settlement arrived at and also mentioned that in the event the cheques are bounced, the applicant is at liberty to revive the company

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petition, upon which, for the cheques given by the promoters have been bounced, the financial creditor has filed this application for revival of the original position. With regard to the IRP already appointed in this case, the applicant/financial creditor has stated that the earlier IRP is reluctant to continue, therefore he is hereby directed to file an application under Section 22 of the Code for appointment of another IRP in place of earlier IRP, till such time, the IRP already appointed shall resume his duties and continue until he is replaced by somebody else.

Accordingly, this application is hereby allowed.

Sd/-

(B.S.V PRAKASH KUMAR)
ACTG. PRESIDENT

Sd/-

(HEMANT KUMAR SARANGI)
MEMBER (TECHNICAL)

01.10.2020
Aarti Makker

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ANNEXURE 3

IN THE NATIONAL COMPANY LAW TRIBUNAL: NEW DELHI
PRINCIPAL BENCH

ITEM No. 09
(IB)-1082(PB)/2018

IN THE MATTER OF:
Kiran Malhotra .... Applicant/petitioner
v.
Alchemist Township India Ltd. .... Respondent

Order under Section 7 of Insolvency & Bankruptcy Code

Order delivered on 24.11.2020

CORAM:
SH. B.S.V. PRAKASH KUMAR
HON'BLE ACTG. PRESIDENT

SH. HEMANT KUMAR SARANGI
HON'BLE MEMBER (TECHNICAL)

PRESENT:
For the Applicant :Mr. P. Nagesh, with Mr. Karan Rajpurohit, Advs. in I.A. No. 5099 of 2020

ORDER

It is an application moved by the CoC for appointment of Mr. Devendra Singh bearing Registration No. IBBI/IPA-002/IP-N00001/2016-17/10001 as Resolution Professional in the place of Mr. Pramod Goel, IRP, based on the proposal made by the CoC vide resolution dated 23.10.2020, upon due consideration, this Bench hereby appoints Mr. Devendra Singh as Resolution Professional.

Accordingly, this IA-5099/2020 is hereby **allowed**.

Sd-

(B.S.V PRAKASH KUMAR)
ACTG. PRESIDENT

Sd-

(HEMANT KUMAR SARANGI)
MEMBER (TECHNICAL)

24.11.2020
Deepak Kumar

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ANNEXURE 4 (COLLY)

Business Standard NEW DELHI | THURSDAY, 10 DECEMBER 2020

ALCHEMIST TOWNSHIP INDIA LTD (ATIL)

(Undergoing Corporate Insolvency Resolution Process under I&B Code, 2016)
Redg Office : Flat No. 1511 (Front Portion), Hemkunt Chambers,
89 Nehru Place, New Delhi-110019

NOTICE TO CREDITORS

The creditors of Alchemist Township India Ltd (ATIL), Corporate Debtor are hereby informed that the Corporate Insolvency Resolution Process of ATIL was commenced on 25.01.2019, wherein Mr. Pramod Goel was appointed as IRP. Further, the Hon'ble NCLAT in the hearing held on 01.03.2019 set aside the order of commencement dated 25.01.2019 passed by Hon'ble NCLT, New Delhi. Thereafter, on 01.10.2020, the said application IB No. 1082/PB/2018 was revived and the CIRP process resumed since 01.10.2020. The undersigned has been appointed as Resolution Professional by Hon'ble NCLT, Principal Bench, New Delhi vide its order dated 24.11.2020 (copy of the order was received by the RP on 03.12.2020).

All the creditors are hereby informed that all correspondence in the matter to be sent on cirp.atil@gmail.com. The creditors of Alchemist Township India Ltd (ATIL), are hereby called upon to submit their claims with proof to the resolution professional at: **D-54, 1st Floor, Defence Colony, New Delhi – 110024,** Email: cirp.atil@gmail.com;

The claims may be submitted in the specified Forms B, C, CA, D, E and F in terms of Regulations 7, 8, 8A, 9 and 9A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 by the Operational Creditors, Financial Creditors, Claims by creditors in a class, Workmen or Employees, Authorized representative of group of workmen and employees, and other creditors respectively, as the case may be. The Financial Creditors shall submit their claims with proof by electronic means only. All other creditors may submit the claims with proof in person, by post or by electronic means. The relevant claim forms can be downloaded from: https://www.ibbi.gov.in/home/downloads

A Financial Creditor belonging to a class shall indicate its choice of Authorised Representative from among the three Insolvency Professionals listed below as Authorised Representative of the class in Form CA.

S.No.	Name of Insolvency Professional	IBBI Registration No.
1.	Mr. Yogesh Kumar Gupta	IBBI/IPA-003/IP-N00078/2017-18/10701
2.	Ms. Rakesh Verma	IBBI/IPA-001/IP-P-01814/2019-2020/12794
3.	Mr. Dharmendra Kumar	IBBI/IPA-003/IP-N000112/2017-2018/11264

Submission of false or misleading proofs of claim shall attract penalties.

Sd/-

Devendra Singh, Resolution Professional
In the matter of Alchemist Township India Limited
Regn. No: IBBI/IPA-002/IP-N00001/2016-17/10001
Address: ATS Greens Paradiso, Flat No: 02054, Tower - 2,
Plot No: GH-03, Sector – CHI - 04, Greater Noida, UP- 201308
Office at: D-54, 1st Floor, Defence Colony, New Delhi - 110024
Mail Id; cirp.atil@gmail.com ; dev_singh2006@yahoo.com

Date : 09.12.2020
Place: New Delhi

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DEVENDRA SINGH
INSOLVENCY PROFESSIONAL
IBBI/IPA-002/IP-N00001/2016-17/10001
dev_singh2006@yahoo.com
Mob: 9810339416, 9810331877

29.11.2021

"FROM THE DESK OF RESOLUTION PROFESSIONAL"

Dear All,

As already informed to you through my various letters and communications, Alchemist Township India Limited (Corporate Debtor) is undergoing Corporate Insolvency Resolution Process (CIRP) under Insolvency and Bankruptcy Code, 2016 and the undersigned was appointed as the Resolution Professional in the instant matter by the Hon'ble NCLT principal Bench, New Delhi, vide it's order dated 24.11.2020.

UPDATES

The stakeholders are hereby informed that the Hon'ble NCLT, New Delhi Bench in its hearing held on 02.08.2021 directed to Resolution Professional to make the Public Announcement and provide 30 days time for filing the claims from 02.08.2021. The Resolution Professional is receiving large number of claims even after 02.09.2021.

Now it has been decided that no further claim will be accepted after 30.11.2021. Therefore, the stakeholders are requested to file claim on or before **30.11.2021** through electronic mode (email) on the following mail IDs:

cirp.atil@gmail.com

The Stakeholders are requested to submit their claim as per the timelines given above. No further claims will be accepted after the 30.11.2021. In case of any further clarification or any assistance required for filing the claim, the stakeholders may call on the following helpline numbers:

- 9818948335
- 9818948536
- 9818027344
- 9818948171
- 9818947730

In case you have already filed the claim but the same is not reflected in the claim list uploaded on the website, then the stakeholders may send email for their specific query to the following email ID and may also contact the abovementioned helpline numbers.

helplineatil@gmail.com

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
ALCHEMIST TOWNSHIP PRIVATE LIMITED

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ANNEXURE 5 (COLLY)

FORM CA

SUBMISSION OF CLAIM BY FINANCIAL CREDITORS IN A CLASS

(Under Regulation 8A of the insolvency and Bankruptcy (Insolvency Resolution Process for corporate persons) Regulation 2016)

From
Pankaj Gautam
17, Vishvakarma Green , Pashchimpuri
Sikandra , AGRA -282007

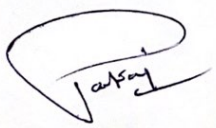
To,
Devendra Singh
The Interim Resolution Professional / Resolution Professional
AL CHEMIST Township India Ltd.
D – 54, Defence Colony, First Floor
New Delhi – 110024

Subject : Submission of claim and Proof of claim

Madam / Sir

Pankaj Gautam , hereby submits this claim in respect of the corporate insolvency resolution process of AL CHEMIST Township India Ltd. The etails for the same are set out below :

	RELEVENT PERTICULARS	
1	Name of the Financial Creditor	PANKAJ GAUTAM mob. 9457250210
2	Identification number of the Financial Creditor	Adhar no. 2302 1342 0585 PAN : AGVPG1029L
3	Address and e-mail Address of the financial creditor for correspondence	17, Vishvakarma Green, Pashchimpuri Sikandra , AGRA -282007 E-Mail – pankajgautam751@yahoo.com
4	Total amount of claim (in Rs.)	Rs. 190000/-only
5	Details of documents by reference to which the debt can be substantiated	ID NO. TXX0004800– Rs 70000/- ID NO. TX00003800 – Rs 120000/-
6	Details of how and when debt incurred	ID NO. TXX0004800– Rs 70000/- Dt 19/05/2016 ID NO. TX00003800 – Rs 120000/- Dt. 21/12/2015
7	Details of any mutual credit, mutual debt, or other mutual dealings between the corporate debtor and the creditor which may be set off against the claim	N/A
8	Details of any security held , the value of the security and the date it was given	N/A
9	Details of the Bank Account to which the amount of the claim or any part of there of can be transferred pursuant to a resolution plan	Canara Bank, JaipurHouse , Agra A/C 0193101019884 IFSC : CNRB0000193
10	List of documents attached to this claim in order to prove the existence and non payment of claim due	ID NO. TXX0004800– Rs 70000/- Dt 19/05/2016 ID NO. TX00003800 – Rs 120000/- Dt. 21/12/2015
11	Name of the insolvency professional who will act as the Authorised Representative of creditor of the class	DEVENDRA SINGH



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Signature of financial creditor or person authorized to act on its behalf (Please enclose the authority if this is being submitted on behalf of the financial creditor)		
Name in BLOCK LETTERS	:	PANKAJ GAUTAM
Position with or in relation to creditor	:	Investor
Address of Person signing	:	17, Vishvakarma Green , Pashchimpuri Sikandra , AGRA -282007

- PAN number, Passport, AADHAR Card or the identity card issued by the election commission of India .

DECLARATION

Pankaj Gautam , currently residing at **17 Vishvakarma Green,Pashchimpuri, Sikandra, AGRA 282007** do hereby declare and state as follows :

1. **AL CHEMIST Township India Ltd**. The corporate debtor was at the insolvency commencement date being the 22nd Day of June 2021 , actually indebted to me for a sum of Rs. **190000/-** .
2. In respect of my claim of the said sum of any part thereof , I have relied on the documents specified below : (Please list the documents relied on as evidence of claim) **As per column 5 & 10**
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 what so ever , save and except the following :

(Please state 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)

5. I am / I am not a related party of the corporate debtor, as defind under section 5 (24) of the Code.
6. I am eligible to give voting instructions to the authorized representative by virtue of proviso to Section 21 (2) of the code even though I am a related Party of the corporate debtor.

Date : 22/06/2021

Place : 17, Vishvakarma Green, Agra 282007

(Signature of the claimant)

VERIFICATION

I , **Pankaj Gautam** the claimant herein above , 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 Agra on this 22nd Day of June 2021

(Signature of the Claimant) 945·725·0210

Atteched document are copies of AADHAR CARD, PAN CARD, PASSBOOK, Death Certificate of Father Mr.Kishan Narayan Gautam & 02 CERTIFICATE

(**Note :** In 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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Submission of claim and proof claim of Pankaj Gautam of Rs. 190000/- only of 02 certificates

From: Pankaj Gautam (pankajgautam751@yahoo.com)

To: cirp.atil@gmail.com

Date: Tuesday 22 June, 2021 at 09:57 PM IST

To,

Mr. Devendra Singh
The Interim Resolution Professional/Resolution Professional
ALCHEMIST Township India Ltd.
New Delhi-110024

Sir,

Here, I submit my 2 certificates in which I am a joint applicant and father Late. Shri Kishan Narain Gautam is a second applicant. Here, I attached my FORM CA, AADHAR CARD, PAN CARD, BANK Account Detail (Passbook) and 2 certificates as a joint applicant & Death Certificate of my father Late. Shri Kishan Narain Gautam.

Please accept for necessary actions.

Please find the attached documents.

From,
Pankaj Gautam
17 Vishwakarma green
Paschim puri
Agra, 282007
Mob. 9457250210

Death Certificate Of K.N Gautam.pdf
350.2 kB

Pankaj Gautam Certificates.pdf
1.2 MB

Pankaj Gautam FORM CA.pdf
703.5 kB

Pankaj Gautam- Bank Cheque.pdf
465.7 kB

Pankaj Gautam- Bank detail.pdf
698.8 kB

Personal Details- Pankaj Gautam.pdf
2.2 MB

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ALCHEMIST
TOWNSHIP INDIA LIMITED

ATIL

TB00502676

Corporate Office: Plot No. F 5, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh - 160 101

Dated 19/05/2016

Mr./Mrs./Ms. KISHAN NARAYAN GAUTAM
B-68 BALAJI PURAM SHAHGANJ AGRA
CITY : AGRA
STATE : UTTAR PRADESH 282010
JOINT APPLICANT : PANKAJ GAUTAM

We are in receipt of your application dated 28/04/2016 expressing your interest to acquire villa/apartment in our housing project at Riviera Heights, Chandigarh - Ambala Highway, Dappar, Punjab been allotted Customer ID No. TXX0004800

Please quote this Customer ID for all your future correspondence.

We have also noted your request to offer you villa/apartment in our other projects for a period of Three Years in the event of it being not possible to offer the villa/apartment in the project as applied for.

In the event of your not accepting allotment of villa/apartment offered to you by us, from time to time for any reason whatsoever, we shall refund the amounts received, together with compensation assessed by us, depending upon appreciation in the value of Real Estate, which in any event, shall not be less than Rs. **70000/- (SEVENTY THOUSAND ONLY) subject to deduction of applicable taxes and administrative costs, if any. Our decision with regard to the amount of compensation will be final.

Prior to the expiry of the period as aforesaid, you may obtain refund of such amount, as may be mutually agreed, after deduction of applicable taxes and administrative costs, if any.

You shall cease to receive any offer on and from 28/04/2019

Our decision with regard to the amount of compensation will be final and binding.

Yours faithfully,
For Alchemist Township India Limited,

(Krishna Kabir)
Director.

ALCHEMIST TOWNSHIP INDIA LIMITED

ALCHEMIST
TOWNSHIP INDIA LIMITED

ATIL

TB00347985

Corporate Office: Plot No. F 5, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh - 160 101

Dated 21/12/2015

Mr./Mrs./Ms. KISHAN NARAYAN GAUTAM
3-68 BALA JI PURAM SHAHGANJ
CITY : AGRA
STATE : UTTAR PRADESH 282010
JOINT APPLICANT : PANKAJ GAUTAM

We are in receipt of your application dated 30/11/2015 expressing your interest to acquire villa/apartment in our housing project at Riviera Heights, Chandigarh - Ambala Highway, Dappar, Punjab been allotted Customer ID No. TX00003800

Please quote this Customer ID for all your future correspondence.

We have also noted your request to offer you villa/apartment in our other projects for a period of Three Years in the event of it being not possible to offer the villa/apartment in the project as applied for.

In the event of your not accepting allotment of villa/apartment offered to you by us, from time to time for any reason whatsoever, we shall refund the amounts received, together with compensation assessed by us, depending upon appreciation in the value of Real Estate, which in any event, shall not be less than

Rs.**120000/- (ONE LAKH TWENTY THOUSAND ONLY)

subject to deduction of applicable taxes and administrative costs, if any. Our decision with regard to the amount of compensation will be final.

Prior to the expiry of the period as aforesaid, you may obtain refund of such amount, as may be mutually agreed, after deduction of applicable taxes and administrative costs, if any.

You shall cease to receive any offer on and from 30/11/2018

Our decision with regard to the amount of compensation will be final and binding.

Yours faithfully,
For Alchemist Township India Limited,

(Krishna Kabir)
Director.

TRUE COPY

सं. 1
No. 1

उत्तर प्रदेश सरकार
GOVERNMENT OF UTTAR PRADESH
चिकित्सा एवं स्वास्थ्य विभाग
DEPARTMENT OF MEDICAL AND HEALTH
नगर निगम आगरा
NAGAR NIGAM AGRA

प्रपत्र-6
FORM-6

मृत्यु प्रमाण-पत्र
DEATH CERTIFICATE

(जन्म मृत्यु रजिस्ट्रीकरण अधिनियम , 1969 की धारा 12 / 17 तथा उत्तर प्रदेश जन्म मृत्यु रजिस्ट्रीकरण नियम, 2002 के नियम 8/13 के अंतर्गत जारी किया गया)

(ISSUED UNDER SECTION 12/17 OF THE REGISTRATION OF BIRTHS & DEATHS ACT, 1969 AND RULE 8/13 OF THE UTTAR PRADESH REGISTRATION OF BIRTHS & DEATHS RULES 2002.)

यह प्रमाणित किया जाता है निम्नलिखित सुचना मृत्यु के मूल अभिलेख से ली गई है जो कि नगर निगम आगरा तहसील आगरा जिला आगरा राज्य/संघ प्रदेश उत्तर प्रदेश,भारत के रजिस्टर में उल्लिखित है ।
THIS IS TO CERTIFY THAT THE FOLLOWING INFORMATION HAS BEEN TAKEN FROM THE ORIGINAL RECORD OF DEATH WHICH IS THE REGISTER FOR NAGAR NIGAM AGRA OF TAHSIL/BLOCK AGRA OF DISTRICT AGRA OF STATE/UNION TERRITORY UTTAR PRADESH, INDIA.

मृतक का नाम / NAME OF DECEASED : KISHAN NARAYAN GAUTAM

लिंग / SEX: पुरुष / MALE

मृत्यु की तिथि / DATE OF DEATH:
09-10-2019
NINTH-OCTOBER-TWO THOUSAND NINETEEN

मृत्यु का स्थान / PLACE OF DEATH:
B-68 BALAJIPURAM ALBATIYA ROAD SHAHGANJ, AGRA, AGRA, AGRA, UTTAR PRADESH.

मृतक की उम्र / AGE OF DECEASED:
90 YEARS

पति / पत्नी का नाम / NAME OF HUSBAND / WIFE:

आधार नंबर / HUSBAND/WIFE AADHAAR NO. :
--

माता का नाम / NAME OF MOTHER:

पिता का नाम / NAME OF FATHER :
LATE SHRI MIHILAL GAUTAM

आधार नंबर / MOTHER'S AADHAAR NO. :
--

आधार नंबर / FATHER'S AADHAAR NO. :
--

मृत्यु के समय मृतक का पता / ADDRESS OF THE DECEASED AT THE TIME OF DEATH :

B-68 BALAJIPURAM ALBATIYA ROAD SHAHGANJ,
AGRA, AGRA, AGRA,
UTTAR PRADESH

मृतक का स्थायी पता / PERMANENT ADDRESS OF DECEASED :

B-68 BALAJIPURAM ALBATIYA ROAD SHAHGANJ,
AGRA, AGRA, AGRA,
UTTAR PRADESH

पंजीकरण संख्या / REGISTRATION NO:
D-2019: 9-90170-008976

पंजीकरण तारीख / DATE OF REGISTRATION:
07-11-2019

टिप्पणी / REMARKS (IF ANY):
--

जारी करने की तिथि / DATE OF ISSUE:
13-11-2019

जारी करने वाला प्राधिकारी / ISSUING AUTHORITY

उप-रजिस्ट्रार (जन्म एवं मृत्यु)
SUB-REGISTRAR (BIRTH & DEATH)
NAGAR NIGAM AGRA
नगर निगम आगरा

UPDATED ON :
2019-11-13 10:01:32

"THIS IS A COMPUTER GENERATED CERTIFICATE WHICH CONTAINS FACSIMILE SIGNATURE OF THE ISSUING AUTHORITY"
THE GOVT. OF INDIA VIDE CIRCULAR NO. 1/12/2014-VS(CRS) DATED 27-JULY-2015 HAS
APPROVED THIS CERTIFICATE AS A VALID LEGAL DOCUMENT FOR ALL OFFICIAL PURPOSES.

" प्रत्येक जन्म एवं मृत्यु का पंजीकरण सुनिश्चित करें" / " ENSURE REGISTRATION OF EVERY BIRTH AND DEATH "

ANNEXURE 8

Re: Submission of claim and proof claim of Pankaj Gautam of Rs. 190000/- only of 02 certificates

From: Team 18 (team18@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Friday 2 July, 2021 at 06:28 PM IST

Dear Sir,

This is to acknowledge receipt of your claim along with the documents in proof of your claim. The same shall be examined and verified by the undersigned and the additional information, if any, required for verification of claim amount that would be communicated to you shortly.

Thanks and Regards **DEVENDRA SINGH** **RESOLUTION PROFESSIONAL** **IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.** **REGN. NO.:** IBBI/IPA-002/IP-N00001/2016-17/10001 **ADD**: ATS Greens Paradiso, Flat No: 02054, Tower - 2, Plot No: GH-03, Sector-CHI-04, Greater Noida, Uttar Pradesh - 201308	**EMAIL ID:** cirp.atil@gmail.com; **WEBSITE:** https://atilinsolvency.com/ **HELPLINE NO.-(TIMING: 10AM - 6PM)** - 9818027344 - 9818948335 - 9818948536 - 9818948171 - 9818947730

On Tue, 22 Jun 2021 at 21:57, Pankaj Gautam <pankajgautam751@yahoo.com> wrote:

> To,
>
> Mr. Devendra Singh
> The Interim Resolution Professional/Resolution Professional
> ALCHEMIST Township India Ltd.
> New Delhi-110024
>
> Sir,
>
> Here, I submit my 2 certificates in which I am a joint applicant and father Late. Shri Kishan Narain Gautam is a second applicant. Here, I attached my FORM CA, AADHAR CARD, PAN CARD, BANK Account Detail (Passbook) and 2 certificates as a joint applicant & Death Certificate of my father Late. Shri Kishan Narain Gautam.
>
> Please accept for necessary actions.
>
> Please find the attached documents.
>
> From,
> Pankaj Gautam
> 17 Vishwakarma green

TRUE COPY

Paschim puri
Agra, 282007
Mob. 9457250210

TRUE COPY

ANNEXURE 9 (COLLY)

NOTICE OF EIGHTH MEETING OF COMMITTEE OF CREDITORS (COC) OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) SCHEDULED TO BE HELD ON 28.02.2022 AT ASSOTECH BUSINESS CRESTERRA, OFFICE NO. 216, 2ND...

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Wednesday 23 February, 2022 at 08:12 PM IST

Dear Member of Creditors,

I am forwarding the email received from RP. The attachment is provided as a link which can be downloaded at the below url:

https://files-sgp.b-cdn.net/alchemist/Notice_Eighth_CoC_ATIL.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- Forwarded message ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Sir/Madam,

In accordance with the provisions of Regulation 18, 19, 20 & 21 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, please find attached herewith the Notice along with Agenda for the Eighth Meeting of Committee of Creditors (CoC) of Alchemist Township India Limited (ATIL) scheduled to be held on Monday, 28.02.2022 at 04:00 P.M. at Assotech Business Cresterra, Office No. 216, 2nd Floor, Sector-135, Noida, Uttar Pradesh-201305 through Video Conferencing.

Further, you are requested to circulate the notice in terms of Regulation 16A(9) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the authorised representative shall circulate the agenda to creditors in a class, and may seek their preliminary views on any item in the agenda to enable him to effectively participate in the meeting of the committee and that the creditors shall have a time window of at least twelve hours to submit their preliminary views, and the said window opens at least twenty-four hours after the authorised representative seeks preliminary views and such preliminary views shall not be considered as voting instructions by the creditors

Kindly make it convenient to attend the meeting.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO. (TIMING: 10AM - 6PM)
- 9818027344

TRUE COPY

- 9818948335
- 9818948536
- 9818948171
- 9818947730

TRUE COPY

NOTICE OF ELEVENTH MEETING OF COMMITTEE OF CREDITORS (COC) OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) SCHEDULED TO BE HELD ON 24.07.2022 AT ASSOTECH BUSINESS CRESTERRA, OFFICE NO. 216, 2ND...

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Thursday 21 July, 2022 at 08:44 PM IST

Dear Member of Creditors,

I am forwarding the email received from RP. The notice can be downloaded at below url:

https://files.netcdn.in/alchemist-township/coc-meetings/11/Notice_Eleventh_CoC_ATIL.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- *Forwarded message* ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Members of Committee of Creditor,

In accordance with the provisions of Regulation 18, 19, 20 & 21 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, please find attached herewith the Notice along with Agenda for the Eleventh Meeting of Committee of Creditors (CoC) of Alchemist Township India Limited (ATIL) scheduled to be held on Sunday, 24.07.2022 at 05:00 P.M. at Assotech Business Cresterra, Office No.216, 2nd Floor, Sector-135, Noida, Uttar Pradesh-201305 through Video Conferencing.

Further, you are requested to circulate the notice in terms of Regulation 16A(9) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the authorised representative shall circulate the agenda to creditors in a class, and may seek their preliminary views on any item in the agenda to enable him to effectively participate in the meeting of the committee and that the creditors shall have a time window of at least twelve hours to submit their preliminary views, and the said window opens at least twenty-four hours after the authorised representative seeks preliminary views and such preliminary views shall not be considered as voting instructions by the creditors.

The members/participants are requested to make it convenient to attend the meeting.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO. (TIMING: 10AM - 6PM)
- 9818027344
- 9818948335

TRUE COPY

- 9818948536
- 9818948171
- 9818947730

TRUE COPY

MINUTES OF THE PROCEEDINGS OF ELEVENTH MEETING OF COMMITTEE OF CREDITORS OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) ("CORPORATE DEBTOR") HELD ON SUNDAY 24.07.2022 AT 05:00 PM AT ASSOTECH BUSINESS...

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Wednesday 27 July, 2022 at 05:54 PM IST

Dear Member of Creditors,

I am forwarding the email received from RP. The minutes can be downloaded at below url:

https://files.netcdn.in/alchemist-township/coc-meetings/11/Minutes-of-Eleventh-CoC.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- *Forwarded message* ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Members of CoC,

In compliance with Regulation 24(7) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, please find attached the Minutes of Eleventh Meeting of Committee of Creditors held on Sunday, 24.07.2022 at 05:00 PM at Assotech Business Cresterra, Office No. 216, Tower-1, Sector 135, Noida – 201301 through video conferencing mode.

Further, you are requested to circulate the minutes to all the Financial Creditors in a class in compliance with Regulation 25(6) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

Also please note that E-voting portal shall be available for voting as per following schedule:

FOR FINANCIAL CREDITORS IN A CLASS

E-voting to commence - Wednesday, 27th July, 2022 at 02:00 P.M.

E-voting to close - Saturday, 30th July, 2022 at 02:00 P.M.

In case of any further clarification/ issue, please feel free to contact the undersigned.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO. (TIMING: 10AM - 6PM)

TRUE COPY

- 9818027344
- 9818948335
- 9818948536
- 9818948171
- 9818947730

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MINUTES OF THE PROCEEDINGS OF TWELFTH MEETING OF COMMITTEE OF CREDITORS OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) ("CORPORATE DEBTOR") HELD ON TUESDAY 06.09.2022 AT 04:00 PM AT ASSOTECH BUSINESS...

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Thursday 8 September, 2022 at 06:16 PM IST

Dear Member of Creditors,

I am forwarding the email received from RP. The minutes can be downloaded at below url:

https://files.netcdn.in/alchemist-township/coc-meetings/12/Notice_Twelfth_CoC_ATIL.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- *Forwarded message* ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Members of CoC,

In compliance with Regulation 24(7) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, please find attached the Minutes of Twelfth Meeting of Committee of Creditors held on Tuesday, 06.09.2022 at 04:00 PM at Assotech Business Cresterra, Office No. 216, Tower-1, Sector 135, Noida – 201301 through video conferencing mode.

Further, you are requested to circulate the minutes to all the Financial Creditors in a class in compliance with Regulation 25(6) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

Also please note that E-voting portal shall be available for voting as per following schedule:

FOR FINANCIAL CREDITORS IN A CLASS

E-voting to commence - Friday, 09th September, 2022 at 06:00 P.M.

E-voting to close - Monday, 12th September, 2022 at 03:00 P.M.

In case of any further clarification/ issue, please feel free to contact the undersigned.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com
WEBSITE: https://www.atilinsolvency.com

TRUE COPY

HELPLINE NO. (TIMING: 10AM - 6PM)
- 9818027344
- 9818948335
- 9818948536
- 9818948171
- 9818947730

TRUE COPY

E-Voting Link for 12th CoC Meeting of Alchemist Township India Ltd.

From: E-Votes (support@evotes.in)

To: pankajgautam751@yahoo.com

Date: Thursday 8 September, 2022 at 08:36 PM IST

Dear Sir/Ma'am,

The e-voting will be done as per below schedule:

Start: Friday, 9 September 2022 at 06:00 PM
End: Monday, 12 September 2022 at 03:00 PM

Please visit this link for e-voting: **https://atil.evotes.in/**

Steps for e-voting:

1. Watch the voting process video here: **https://www.youtube.com/watch?v=TpUNCeZmY8o**
2. Send an sms to 8886610698 with your Customer ID and Application ID in the format as shown in the video to receive a 7-digit OTP.
3. Visit **https://atil.evotes.in** to vote.
4. Enter your Customer ID, Application ID, Bank Account Number and the OTP received in the boxes shown there and click the submit button.
5. You'll be shown a page where you'll see different resolutions. Mark your choices against each and click on the submit button.
6. The voting is now complete and receipt will be generated.

Thanks,
E-Votes Support

TRUE COPY

Summary record of E-Voting | 12th CoC | Alchemist Township India Limited

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Thursday 15 September, 2022 at 03:05 PM IST

Dear Member of Creditors,

I am forwarding the email received from RP. The summary record can be downloaded from below url:

https://files.netcdn.in/alchemist-township/coc-meetings/12/Summary-Record-Twelfth-CoC-Meeting.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- *Forwarded message* ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Sir/Madam,

Please find enclosed the Summary Record of E-Voting of the Twelfth meeting of CoC of Alchemist Township India Limited prepared in accordance with Regulation 26(4) and 26(5) of the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO. (TIMING: 10AM - 6PM)
- 9818027344
- 9818948335
- 9818948536
- 9818948171
- 9818947730

TRUE COPY

NOTICE OF TWENTY THIRD MEETING OF COMMITTEE OF CREDITORS (COC) OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) SCHEDULED TO BE HELD ON 23.12.2024 AT ASSOTECH BUSINESS CRESTERRA, OFFICE NO. 216, 2ND FLOOR, SECTOR-135, NOIDA, UTTAR PRADESH-201305 AT 04:00 P.M. THROUGH VIDEO CONFERENCING

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Thursday 19 December, 2024 at 04:15 PM IST

Reply to this email must be addressed to arrverma.atil@gmail.com

Dear Member of Creditors,

I am forwarding the email received from RP. The notice can be downloaded at below url:

https://files.netcdn.in/alchemist-township/coc-meetings/23/Notice_Twenty_Third_CoC_ATIL.pdf

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- Forwarded message ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Sir/Madam,

In accordance with the provisions of Regulation 18, 19, 20 & 21 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, please find attached herewith the Notice along with Agenda for the Twenty Third Meeting of Committee of Creditors (CoC) of Alchemist Township India Limited (ATIL) scheduled to be held on Monday, 23.12.2024 at 04:00 P.M. at Assotech Business Cresterra, Office No.216, 2nd Floor, Sector-135, Noida, Uttar Pradesh-201305 through Video Conferencing.

Further, you are requested to circulate the notice in terms of Regulation 16A(9) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the authorised representative shall circulate the agenda to creditors in a class, and may seek their preliminary views on any item in the agenda to enable him to effectively participate in the meeting of the committee and that the creditors shall have a time window of at least twelve hours to submit their preliminary views, and the said window opens at least twenty-four hours after the authorised representative seeks preliminary views and such preliminary views shall not be considered as voting instructions by the creditors.

The members/participants are requested to make it convenient to attend the meeting.

--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,

TRUE COPY

2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com;
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO.-
- 9818027344
- 9818948335
- 9818948536
- 9818948171
- 9818947730

(TIMING: 10AM - 6PM)

TRUE COPY

60

MINUTES OF THE PROCEEDINGS OF TWENTY THIRD MEETING OF COMMITTEE OF CREDITORS OF ALCHEMIST TOWNSHIP INDIA LIMITED (ATIL) ("CORPORATE DEBTOR") HELD ON MONDAY, 23.12.2024 AT 04:00 PM AT ASSOTECH BUSINESS CRESTERRA, OFFICE NO. 216, TOWER-1, SECTOR 135, NOIDA-201305 THROUGH VIDEO CONFERENCING MODE

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Wednesday 25 December, 2024 at 05:19 PM IST

Reply to this email must be addressed to arrverma.atil@gmail.com

Dear Member of Creditors,

I am forwarding the email received from RP.

The minutes can be downloaded from here: **https://files.netcdn.in/alchemist-township/coc-meetings/23/Notice_Twenty_Third_CoC_ATIL.pdf**

E-voting portal shall be available for voting as per following schedule:

E-voting to commence – Thursday, 26.12.2024 at 05:00 P.M.
E-voting to close – Monday, 30.12.2024 at 02:00 P.M.

In case of any issue, please feel free to contact the undersigned.

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

---------- Forwarded message ---------
From: DEVENDRA SINGH (atil.cirp@gmail.com)
To: Rakesh Verma (arrverma.atil@gmail.com)

Dear Sir/Madam,

In compliance with Regulation 24(7) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, please find attached the Minutes of Twenty Third Meeting of Committee of Creditors held on Monday 23.12.2024 at 04:00 PM at Assotech Business Cresterra, Office No. 216, Tower-1, Sector 135, Noida – 201301 through video conferencing mode.

Further, you are requested to circulate the minutes to all the Financial Creditors in a class in compliance with Regulation 25(6) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

Also please note that E-voting portal shall be available for voting as per following schedule:

FOR FINANCIAL CREDITORS IN A CLASS

E-voting to commence – Thursday, 26.12.2024 at 05:00 P.M.
E-voting to close – Monday, 30.12.2024 at 02:00 P.M.

In case of any issue, please feel free to contact the undersigned.

TRUE COPY

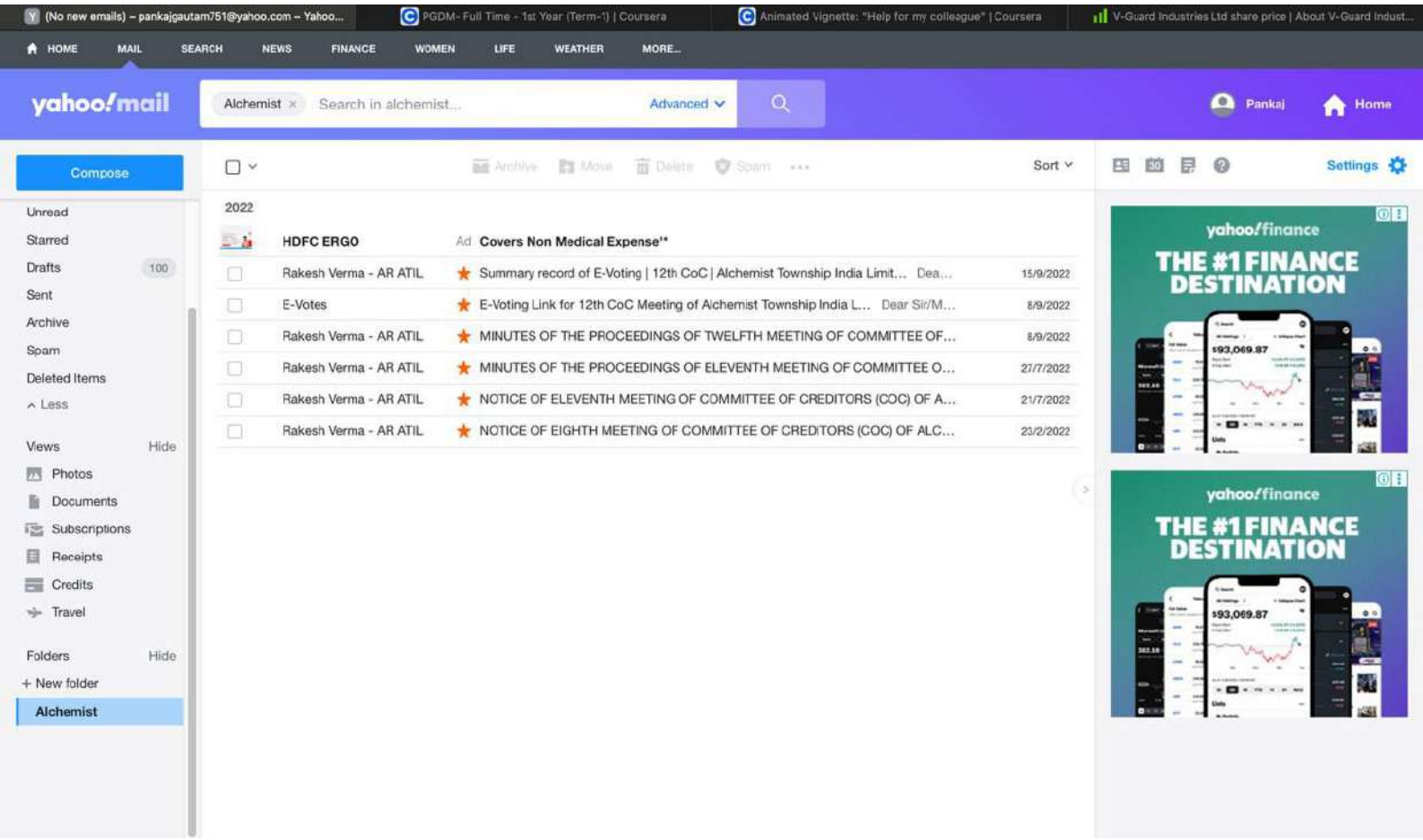
--

Thanks and Regards

DEVENDRA SINGH
RESOLUTION PROFESSIONAL
IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD.
REGN. NO.: IBBI/IPA-002/IP-N00001/2016-17/10001
ADDRESS: Assotech Business Cresterra, Office No. 216,
2nd Floor, Sector-135, Noida, Uttar Pradesh-201305
EMAIL ID: atil.cirp@gmail.com;
WEBSITE: https://www.atilinsolvency.com
HELPLINE NO.-
- 9818027344
- 9818948335
- 9818948536
- 9818948171
- 9818947730

(TIMING: 10AM - 6PM)

TRUE COPY


(No new emails) – pankajgautam751@yahoo.com – Yahoo...
PGDM- Full Time - 1st Year (Term-1) | Coursera
Animated Vignette: "Help for my colleague" | Coursera
V-Guard Industries Ltd share price | About V-Guard Indust...
HOME
MAIL
SEARCH
NEWS
FINANCE
WOMEN
LIFE
WEATHER
MORE...
yahoo!mail
Alchemist
Search in alchemist...
Advanced
Pankaj
Home
Compose
Archive
Move
Delete
Spam
Sort
Settings
Unread
Starred
Drafts 100
Sent
Archive
Spam
Deleted Items
Less
Views Hide
Photos
Documents
Subscriptions
Receipts
Credits
Travel
Folders Hide
+ New folder
Alchemist
2022
HDFC ERGO Ad Covers Non Medical Expense†*
Rakesh Verma - AR ATIL Summary record of E-Voting | 12th CoC | Alchemist Township India Limit... Dea... 15/9/2022
E-Votes E-Voting Link for 12th CoC Meeting of Alchemist Township India L... Dear Sir/M... 8/9/2022
Rakesh Verma - AR ATIL MINUTES OF THE PROCEEDINGS OF TWELFTH MEETING OF COMMITTEE OF... 8/9/2022
Rakesh Verma - AR ATIL MINUTES OF THE PROCEEDINGS OF ELEVENTH MEETING OF COMMITTEE O... 27/7/2022
Rakesh Verma - AR ATIL NOTICE OF ELEVENTH MEETING OF COMMITTEE OF CREDITORS (COC) OF A... 21/7/2022
Rakesh Verma - AR ATIL NOTICE OF EIGHTH MEETING OF COMMITTEE OF CREDITORS (COC) OF ALC... 23/2/2022
yahoo/finance
THE #1 FINANCE DESTINATION
$93,069.87
yahoo/finance
THE #1 FINANCE DESTINATION
$93,069.87

TRUE COPY

ANNEXURE 10 (COLLY)

Fw: Request for Status of Claim submitted in the CIRP of M/s Alchemist Townships Project Limited

From: Pankaj Gautam (pankajgautam751@yahoo.com)

To: atil.cirp@gmail.com; arrverma.atil@gmail.com

Date: Saturday 16 August, 2025 at 11:39 PM IST

Dear Sir,
I have been trying to reach you multiple times but haven't had the chance to connect. I would really appreciate your response this time.
Looking forward to hearing from you.

Best regards,

> ----- Forwarded message -----
> **From:** Pankaj Gautam <pankajgautam751@yahoo.com>
> **To:** arrverma.atil@atilinsolvency.com <arrverma.atil@atilinsolvency.com>; Team 18 <team18@atilinsolvency.com>; cirp.atil@gmail.com <cirp.atil@gmail.com>
> **Sent:** Tuesday 12 August, 2025 at 09:08:16 AM IST
> **Subject:** Re: Request for Status of Claim submitted in the CIRP of M/s Alchemist Townships Project Limited
>
> Dear Sir,
>
> I'm keenly waiting for your response, your reply will be highly appreciated.
>
> Thank You,
> Pankaj Gautam
>
> On Friday 1 August, 2025 at 07:03:48 PM IST, Pankaj Gautam <pankajgautam751@yahoo.com> wrote:
>
> FYI
>
> ----- Forwarded message -----
> **From:** Pankaj Gautam <pankajgautam751@yahoo.com>
> **To:** Team 18 <team18@atilinsolvency.com>; cirp.atil@gmail.com <cirp.atil@gmail.com>
> **Cc:** arrverma.atil@atilinsolvency.com <arrverma.atil@atilinsolvency.com>
> **Sent:** Friday 1 August, 2025 at 04:30:06 PM IST
> **Subject:** Re: Request for Status of Claim submitted in the CIRP of M/s Alchemist Townships Project Limited
>
> To
> Mr,
> Resolution Professional
> M/s Alchemist Townships Project Limited
>
> Dear Sir,
> This is with reference to the claim submitted in Form CA via email on 22.06.2021 from the address pankajgautam751@yahoo.com, for which I have only received an acknowledgment of receipt email from team18@atilinsolvency.com on Friday 02.07.2021. Copy of the Claim submission email dated 22.06.2021 along with the copy of claim acknowledgment email dated 02.07.2021 is attached with the email for your reference.

TRUE COPY

I was invited to attend the 8th, 9th, and 12th meetings of the Committee of Creditors (CoC) and was also provided the opportunity to vote in the 12th CoC meeting. After the 12th CoC, I have not received any further invitations or communications regarding CoC meetings.
I have come to know that a Resolution Plan application has already been filed.
In light of this, I request you to kindly confirm:
1.Whether any treatment has been accorded to my claim in the Resolution Plan, and
2.The current status of my claim and my position in the CoC.

Given that the CIRP is presently at a crucial stage, I request you to kindly provide the above information **within 3 days** from the date of this email.
Thank you for your attention to this matter.
Warm regards,
Pankaj Gautam
Claimant

On Saturday 26 July, 2025 at 09:50:12 PM IST, Pankaj Gautam <pankajgautam751@yahoo.com> wrote:

Dear Sir,

I hope this message finds you well.

This is in reference to our earlier correspondence wherein we submitted our claim along with the supporting proof of claim in the matter of Alchemist Township Private Limited

We would appreciate it if you could kindly provide an update on the following:

1. The current status of the Corporate Insolvency Resolution Process (CIRP), as no further updates appear to be available on the IBBI portal since 22.01.2023 with regard to Invitation of EOI and 19.07.2021 with regard to List of Claims

2. If a resolution plan has been presented and CoC meetings have taken place in this regard, we kindly request a copy of the minutes of the relevant meetings for our reference.

3. Whether a resolution plan has been approved by CoC members and submitted before the Hon'ble NCLT.

We would be grateful for your response at the earliest convenience.

Thank you for your attention and support.

Warm regards,
Mr Pankaj Gautam
Ph: 8392968344, 9910005035

On Friday 2 July, 2021 at 06:28:52 PM IST, Team 18 <team18@atilinsolvency.com> wrote:

Dear Sir,

This is to acknowledge receipt of your claim along with the documents in proof of your claim. The same shall be examined and verified by the undersigned and the additional information, if any, required for verification of claim amount that would be communicated to you shortly.

Thanks and Regards	**EMAIL ID:** cirp.atil@gmail.com; **WEBSITE:** https://atilinsolvency.com/
DEVENDRA SINGH	**HELPLINE NO.-(TIMING: 10AM - 6PM)**

TRUE COPY

65

RESOLUTION PROFESSIONAL IN THE MATTER OF ALCHEMIST TOWNSHIP INDIA LTD. **REGN. NO.:** IBBI/IPA-002/IP-N00001/2016-17/10001 **ADD**: ATS Greens Paradiso, Flat No: 02054, Tower - 2, Plot No: GH-03, Sector-CHI-04, Greater Noida, Uttar Pradesh - 201308	- 9818027344 - 9818948335 - 9818948536 - 9818948171 - 9818947730

On Tue, 22 Jun 2021 at 21:57, Pankaj Gautam <pankajgautam751@yahoo.com> wrote:

> To,
>
> Mr. Devendra Singh
> The Interim Resolution Professional/Resolution Professional
> ALCHEMIST Township India Ltd.
> New Delhi-110024
>
> Sir,
>
> Here, I submit my 2 certificates in which I am a joint applicant and father Late. Shri Kishan Narain Gautam is a second applicant. Here, I attached my FORM CA, AADHAR CARD, PAN CARD, BANK Account Detail (Passbook) and 2 certificates as a joint applicant & Death Certificate of my father Late. Shri Kishan Narain Gautam.
>
> Please accept for necessary actions.
>
> Please find the attached documents.
>
> From,
> Pankaj Gautam
> 17 Vishwakarma green
> Paschim puri
> Agra, 282007
> Mob. 9457250210

Yahoo Mail - Submission of claim and proof claim of Pankaj Gautam of Rs. 190000- only of 02 certificates.pdf
41.1 kB

Yahoo Mail - Re Submission of claim and proof claim of Pankaj Gautam of Rs. 190000- only of 02 certificates.pdf
54.5 kB

TRUE COPY

ANNEXURE 11

Tomorrow meeting at 3:00 Pm

From: Rakesh Verma - AR ATIL (arrverma.atil@atilinsolvency.com)

To: pankajgautam751@yahoo.com

Date: Sunday 17 August, 2025 at 01:05 PM IST

Reply to this email must be addressed to arrverma.atil@gmail.com

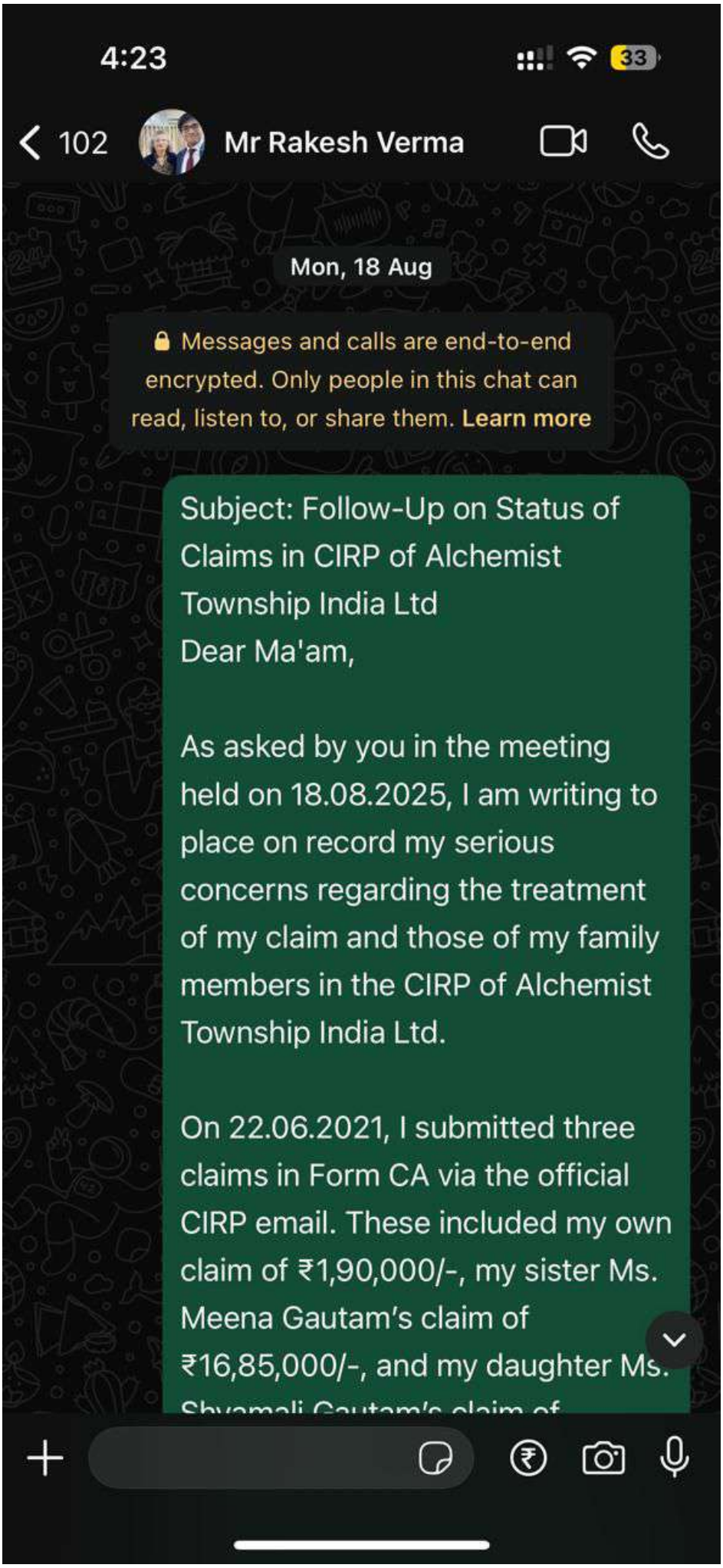
Dear Member of Creditors,

We hereby inform you that, AR will be available tomorrow at 03:00 PM for you concern before the upcoming CoC meeting, Meeting link will be share to all of you by tomorrow.

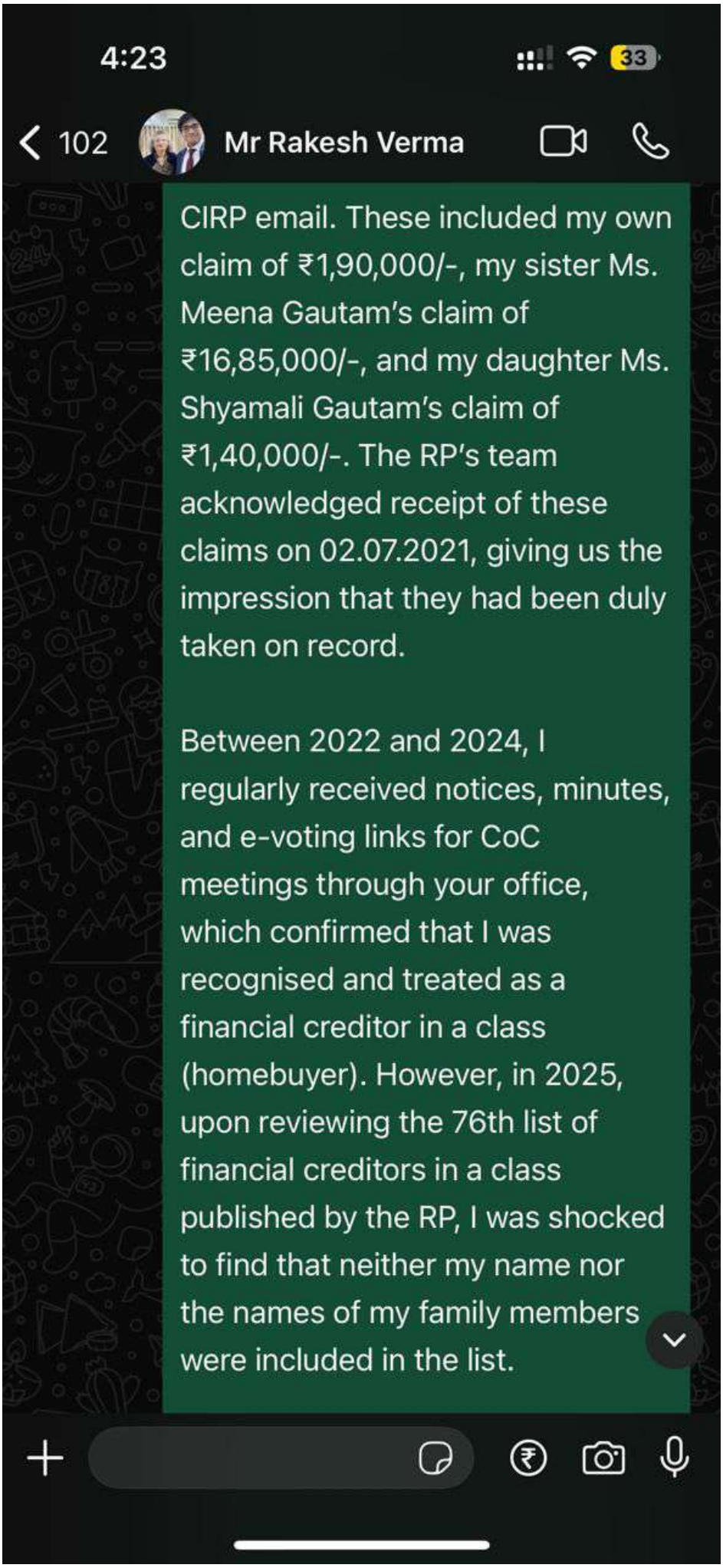
Your concerns are important, So kindly participate and raise your Concern.

Regards,
Rakesh Verma
IBBI/IPA-001/IP-P-01814/2019-2020/12794
Authorized Representative
Alchemist Township India Limited (Undergoing CIR Process)

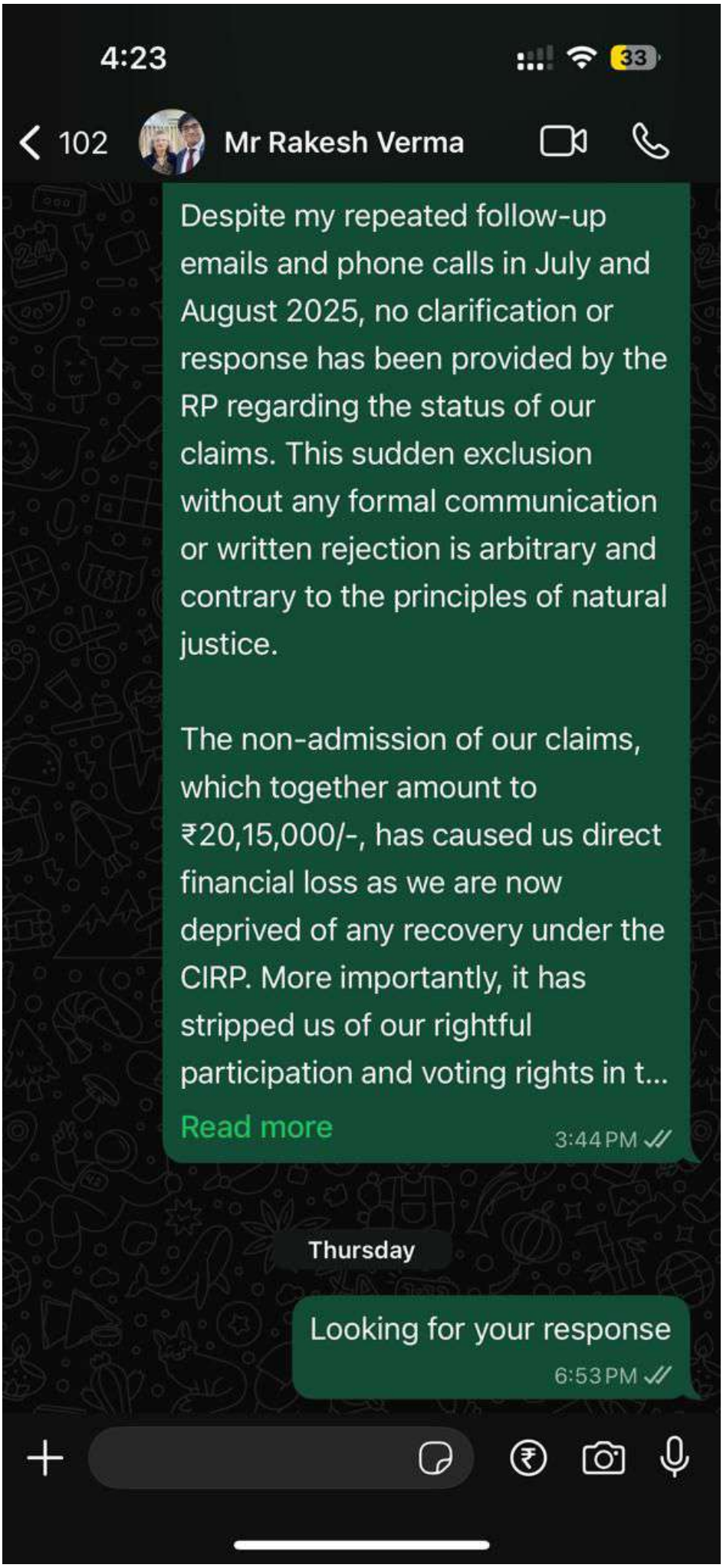
TRUE COPY


4:23
33
102
Mr Rakesh Verma
Mon, 18 Aug
Messages and calls are end-to-end encrypted. Only people in this chat can read, listen to, or share them. Learn more
Subject: Follow-Up on Status of Claims in CIRP of Alchemist Township India Ltd
Dear Ma'am,
As asked by you in the meeting held on 18.08.2025, I am writing to place on record my serious concerns regarding the treatment of my claim and those of my family members in the CIRP of Alchemist Township India Ltd.
On 22.06.2021, I submitted three claims in Form CA via the official CIRP email. These included my own claim of ₹1,90,000/-, my sister Ms. Meena Gautam's claim of ₹16,85,000/-, and my daughter Ms.

TRUE COPY


4:23
33
102
Mr Rakesh Verma
CIRP email. These included my own claim of ₹1,90,000/-, my sister Ms. Meena Gautam's claim of ₹16,85,000/-, and my daughter Ms. Shyamali Gautam's claim of ₹1,40,000/-. The RP's team acknowledged receipt of these claims on 02.07.2021, giving us the impression that they had been duly taken on record.
Between 2022 and 2024, I regularly received notices, minutes, and e-voting links for CoC meetings through your office, which confirmed that I was recognised and treated as a financial creditor in a class (homebuyer). However, in 2025, upon reviewing the 76th list of financial creditors in a class published by the RP, I was shocked to find that neither my name nor the names of my family members were included in the list.

TRUE COPY


4:23
33
102
Mr Rakesh Verma
Despite my repeated follow-up emails and phone calls in July and August 2025, no clarification or response has been provided by the RP regarding the status of our claims. This sudden exclusion without any formal communication or written rejection is arbitrary and contrary to the principles of natural justice.
The non-admission of our claims, which together amount to ₹20,15,000/-, has caused us direct financial loss as we are now deprived of any recovery under the CIRP. More importantly, it has stripped us of our rightful participation and voting rights in t...
Read more
3:44 PM
Thursday
Looking for your response
6:53 PM

TRUE COPY

NCT OF DELHI COURT FEE
DLCT201355 1H2528M
20-AUG-2025
₹2

BEFORE THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH COURT-VI
INTERLOCUTORY APPLICATION NO. ___ /2025
IN
COMPANY PETITION NO. CP(IB)/1082/PB/2018

IN THE MATTER OF:
KIRAN MALHOTRA .... FINANCIAL CREDITOR

VERSUS

ALCHEMIST TOWNSHIP INDIA LTD .... CORPORATE DEBTOR

AND IN THE MATTER OF:

DR. PANKAJ GAUTAM ...APPLICANT

VERSUS

ADVOCATES' WELFARE FUND STAMP ₹25 2234608 BAR COUNCIL OF DELHI DELHI पच्चीस रुपये TWENTYFIVE RUPEES

MR. DEVENDRA SINGH ..RESPONDENT

KNOW ALL to whom these presents shall come that I, Pankaj Gauatm claimant in the matter of the M/s Alchemist Township India Limited. The above named do hereby appoint

Advocate Mukul Bansal
Enrolment No. D/6446/2024

Advocate Utkarsh Aswal
Enrolment No. D/12651/2023

(herein after called the advocate/s) to be my/our Advocate in the above – noted case authorize him:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.
To sign file, verify and present pleadings, appeals cross-objection or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.
To file and take back documents, to admit and/or deny the documents of opposite party.
To withdraw or compromise the said case or submit to arbitration any differences of disputes that may arise touching or in any manner relating to the said case.
To take execution proceedings on paying separate fee.
To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.
To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.
And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.
And I/we undertake that I/We or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.
And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he shall receive and retain for himself.
And I/we undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settle is only for the above case and above Court.
I/We hereby agree that once the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this **Day of August 2025** Accepted subject to the terms of the fees.

Mukul Bansal
ADVOCATES

Utkarsh

₹1
NCT OF DELHI COURT FEE
DLCT2214005C2438M
22-MAR-2024

CLIENT