



SCHEDULE II

FORM D

PROOF OF CLAIM BY FINANCIAL CREDITORS

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

November 30, 2021

Mr. A.Mohan Kumar
Resolution Professional of M/s. MPL Parts and Services Private Limited
Regn. No: IBBI / IPA – 001 / IP – P00421 / 2017-18 / 10744
Flat F 1, Sudarsan Apartments,
72, VGP Selva Nagar Second Main Road,
Velachery,
Chennai 600 042.

Subject: Submission of proof of claim in respect of the liquidation of M/s. MPL Parts and Services Private Limited under the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

Sundaram Home Finance Limited erstwhile BNP Paribas Home Finance Limited hereby submits this proof of Claim in respect of the liquidation of M/s. MPL Parts and Services Private Limited. The details for the same are set out below:

1	NAME OF FINANCIAL CREDITOR (IF AN INCORPORATED BODY PROVIDE IDENTIFICATION NUMBER AND PROOF OF INCORPORATION, IF A PARTNERSHIP OR INDIVIDUAL PROVIDE IDENTIFICATION RECORDS* OF ALL THE PARTNERS OR THE INDIVIDUAL)	Sundaram Home Finance Limited Corporate Identification No (CIN) U65922TN1999PLC042759
2	ADDRESS AND EMAIL OF FINANCIAL CREDITOR FOR CORRESPONDENCE.	Registered office at No. 21, Patullos Road, Chennai – 600014 and corporate office at Sundaram Towers, No. 46, Whites Road, Chennai – 600014. sunilb@sundaramhome.in
	TOTAL AMOUNT OF CLAIM, INCLUDING ANY INTEREST, AS AT	The Claim amount as on 30.11.2020 is Rs. 3,45,47,233/-



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(Formerly known as Sundaram BNP Paribas Home Finance Limited)



	THE LIQUIDATION COMMENCEMENT DATE	[Rupees Three crores Forty Five Lakhs Forty Seven Thousand Two Hundred and Thirty Three only] Plus applicable Interest thereafter.
	DETAILS OF NATURE OF CLAIM (WHETHER TERM LOAN, SECURED, UNSECURED)	The Loan is a Secured Loan
4	DETAILS OF DOCUMENTS BY REFERENCE TO WHICH THE DEBT CAN BE SUBSTANTIATED	Furnished at ANNEXURE – I
5	DETAILS OF ANY ORDER OF A COURT OF TRIBUNAL THAT HAS ADJUDICATED ON THE NON-PAYMENT OF DEBT	NIL
6	DETAILS OF HOW AND WHEN DEBT INCURRED	<p>The Corporate Debtor approached the Financial Creditor seeking to avail Loan facility to an extent of Rs. 3,78,00,000/- (Rupees Three Crores and Seventy Eight Lakhs only) for purchase of a property located at Flat No. E 5, Fifth Floor, Eastern Side, USHERA in Survey Nos. 412/11, 412/12, 423/1H and 423/2 of Old Mahabalipuram, Sholinganallur, Chennai and agreed to provide the said property by way of Equitable mortgage as collateral for the said loan.</p> <p>The Financial Creditor agreed to the proposal and accordingly a loan agreement dated 30th June 2015 was entered into between the parties by virtue of which the terms and conditions of the repayment and details of the security to be provided by the corporate debtor were set out and mutually agreed upon.</p>



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As Per the terms of the said loan agreement, an amount of Rs.3,78,00,000/- (Rupees Three Crores and Seventy Eight Lakhs Only) was sanctioned by the Financial Creditor to the Corporate Debtor and the same was allotted vide Loan Account Number TVY20160025. The said amount was repayable under variable rate of Interest in 120 no of EMI's being Rs.5,86,908/-.

In consideration of the above, the Corporate Debtor had executed a Memorandum Confirming Deposit of Title Deeds with respect to the property purchased vide Sale Deed dated 28.09.2015 bearing register number 7463/2015 and registered as Document No.7466/2015 in the office of the sub-registrar, Neelankarai.

However, after availing the same, the Corporate Debtor was unable to adhere to the repayment schedule. Ultimately the loan account of the Corporate Debtor was classified as an NPA which was intimated Vide Loan Recall and Demand Notice dated 01.02.2017

As on date of issuance of Demand Notice, the entire amount became due and payable to the Financial Creditor and the total outstanding debt from the Corporate Debtor as on the date of issuance of Demand Notice dated 01.02.2017 was Rs.2,07,68,991/- (Rupees Two Crores Seven Lakhs Sixty Eight Thousand Nine Hundred and Ninety One Only) without including penal interest, dues and other



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		charges which had been contemplated under the provisions of the Loan Agreement.
		Hence the Claim amount as on 30.11.2020 is Rs. 3,45,47,233/- [Rupees Three crores Forty Five Lakhs Forty Seven Thousand Two Hundred and Thirty Three only] along with further interest thereon.
7	DETAILS OF ANY MUTUAL CREDIT, MUTUAL DEBTS, OR OTHER MUTUAL DEALINGS BETWEEN THE CORPORATE DEBTOR AND THE FINANCIAL CREDITOR WHICH MAY BE SET-OFF AGAINST THE CLAIM	NIL
8	DETAILS OF ANY SECURITY HELD, THE VALUE OF THE SECURITY, AND THE DATE IT WAS GIVEN	<ol style="list-style-type: none"> 1. Deed of Guarantee executed by M/s. MPL Parts and Services Private Ltd and M/s. Call Express Construction India Private Ltd in favour of the financial creditor which was executed with respect to the Loan agreement entered into between the Financial creditor and the Corporate Debtor. 2. Memorandum Confirming Deposit of Title Deeds date 28.09.2015 executed by M/s. MPL Parts and Services Private Limited with intention to create equitable mortgage to secure repayment of loan amount of Rs.3,78,00,000/- (Rupees Three Crores and Seventy Eight Lakhs Only) by Corporate Debtor from Financial Creditor originally. <p><u>Description of the Property:</u></p> <p>All that piece and parcel of the property bearing Apartment No.E5, 5th Floor, admeasuring: 3,772.77</p>



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Square Feet of Salable area having 1186.85 Square Feet of undivided share of property, forming part of the building namely USHERA and comprised in Survey Nos.412/11, 412/12, 423/1H and 423/2, No.189 of Old Mahabalipuram Road, Presently called as Rajiv Gandhi Salai, Sholinganallur Village, formerly in Tambaram Taluk, presently Sholinganallur Taluk, Kancheepuram District measuring total extend of 163.16 Cents as per document and 150.45 Cents (65552.78 Square Feet) as per physical measurement of land consist of : a) S.No.412/11 (Old S.No.412/3) = 83.5 Cents (31 Cents + 52.5 Cents) Bounded on the : North by : S.No.412/8, South by : S.No.412/12 and S.Nos.412/13, 412/14, 412/15 and 412/16, East by: S.No.412/10 and 412/17, West by: S.No.423/1H and 423/2. b) S.No.412/12 (Old S.No.412/1) = 21 Cents Bounded on the : North by : S.No.412/11, South by : S.No.409, East by : S.No.412/13, West by : S.No.423/2, c) S.No.423/1H = 12.35 Cents Bounded on the North by : S.No.423/1G, South by : 423/2, East by : S.No.412/11 and 412/12 and West by : Old Mahabalipuram Road, d) S.No.423/2 = 46.31 cents Bounded on the : North by : S.No.423/1H, South by : S.No.409, East by : S.No.412/11 and 412/12, West by : Old Mahabalipuram Road. All put together a total extent of 163.16 Cents as per document and 150.45 Cents as per physical measurement of land and lying within the Registration District of Chennai-South and Sub-Registration District of Neelankarai.



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		2. Value of Security – Rs. 1,46,00,000/- as on 29.02.2020
8A.	WHETHER SECURITY INTEREST RELINQUISHED	NO
9	DETAILS OF ANY ASSIGNMENT OR TRANSFER OF DEBT IN HIS FAVOUR	NIL
10	DETAILS OF THE BANK ACCOUNT TO WHICH THE FINANCIAL CREDITOR'S SHARE OF THE PROCEEDS OF LIQUIDATION CAN BE TRANSFERRED	Account Number: 00040350000905
		Account Name: SUNDARAM HOME FINANCE LIMITED.
		Bank/Branch: HDFC Bank Ltd, ITC Centre, Chennai.
		IFSC Code: HDFC0000004.
11	LIST OUT AND ATTACH THE DOCUMENTS RELIED ON IN SUPPORT OF THE CLAIM.	(i) Loan agreement executed between the Sundaram BNP Paribas Home Finance Limited (Financial Creditor) and the Corporate Debtor.
		(ii) Deed of Guarantee executed by M/s MPL Parts and Services Private Ltd and M/s. Call Express Construction India Private Ltd in favour of the financial creditor which was executed with respect to the Loan agreement entered into between the financial creditor and the Corporate Debtor.
		(iii) Sale Deed vide Doc No. 7463 / 2015 dated 28.09.2015
		(iv) Construction Agreement Vide Doc No. 7462 / 2015 dated 09.06.2015
		(v) Memorandum Confirming Deposit of Title Deeds date 28.09.2015 executed by M/s. MPL Parts and Services Private Limited with intention to create equitable mortgage to secure repayment of loan amount of Rs.3,78,00,000/- (Rupees Three Crores and Seventy



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		Eight Lakhs Only) by Corporate Debtor from Financial Creditor originally.
		(vi) Demand Notice U/s. 13(2) of the SARFAESI Act dated 01.02.2017 issued by the Financial Creditor to the Corporate Debtor.
		(vii) Settlement figure being the Claim amount of Rs. 3,45,47,233/- [Rupees Three crores Forty Five Lakhs Forty Seven Thousand Two Hundred and Thirty Three only] as on 30.11.2020 totally including all the interest and other charges due and liable along with further interest thereafter from the Corporate debtor to the Financial Creditor.
<p>For Sundaram Home Finance Limited</p>  <p>Authorised Officer</p>		
Signature of financial creditor or person Authorised to act on his behalf		
(Please enclose the authority if this is being submitted on behalf a financial creditor)		
NAME IN BLOCK LETTERS : SUNIL B. SHANKAR		
POSITION WITH OR IN RELATION TO THE CREDITOR: HEAD - LEGAL RECEIVABLES		
Address of person signing: Sundaram Towers, No. 46, Whites Road, Chennai – 600014.		

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