

Annexure - 3
Modern Syntax (India) Limited; CIRP commenced on 28.03.2022;
List of creditors as on 08.08.2023

List of secured financial creditors (other than financial creditors belonging to any class of creditors)

S. No.	Name of Creditor	Detail of claim received			Details of claim admitted								Amount of claim not admitted	Amount of claim under verification	Remarks, if any
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security interest	Amount covered by guarantee	Whether related party	% of voting share in COC	Amount of contingent claim	Amount of any mutual dues that may be set off				
1	The Administrator of The Specified Undertaking of Unit Trust of India	11.04.2022	₹ 48,749,758,908.00	₹ 48,749,758,908.00	Financial facility	₹ 0.00	₹ 0.00	No	74.64%	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	Ref. note 6
2	UTI Trustee Company Pvt. Ltd.	11.04.2022	₹ 9,161,956,515.00	₹ 9,161,956,515.00	Financial facility	₹ 0.00	₹ 0.00	No	14.03%	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	₹ 0.00	Ref. note 7
3	Dynamix Growth Avenues Pvt. Ltd.	11.04.2022	₹ 20,311,629,000.00	₹ 0.00	Financial facility in terms of Loan	₹ 0.00	₹ 0.00	Yes	0.00%	₹ 0.00	₹ 0.00	₹ 20,311,629,000.00	₹ 0.00	₹ 0.00	The Adjudicating Authority after considering in detail the entire facts and circumstances and material on record has rightly come to the conclusion that none of the claim submitted by the Appellant in Form C could have been admitted in the CIRP of the Corporate Debtor. Claims submitted by the Appellant were all non genuine claim and have rightly been rejected.
4	Industrial Investment Bank of India Ltd.	17.06.2022	₹ 7,406,523,000.00	₹ 7,398,523,000.00	Financial facility	₹ 0.00	₹ 0.00	No	11.33%	₹ 0.00	₹ 0.00	₹ 8,000,000.00	₹ 0.00	₹ 0.00	Amount of Rs. 80 lac was claimed on account of equity share shareholding. Ref. note 8
4	Total		₹ 85,629,867,423.00	₹ 65,310,238,423.00		₹ 0.00	₹ 0.00		100.00%	₹ 0.00	₹ 0.00	₹ 20,319,629,000.00	₹ 0.00	₹ 0.00	

Note :

1. As per Regulation 14 of IBC 2016-

Where the amount claimed by a creditor is not precise due to any contingency or other reason, the interim resolution professional or the resolution professional, as the case may be, shall make the best estimate of the amount of the claim based on the information available with him. The interim resolution professional or the resolution professional, as the case may be, shall revise the amounts of claims admitted, including the estimates of claims made under sub regulation (1), as soon as may be practicable, when he comes across additional information warranting such revision.

2. The claims if not submitted in appropriate claim form have been provisionally admitted at notional amount of Rs. 1.

3. Claims have been provisionally admitted by RP on the basis of records / documents submitted by the creditors, as the updated books of accounts of the Corporate Debtor are still not made available to RP.

4. The claims where admitted are subject to further revision/substantiation/modification on the basis of any additional information / evidence / clarification which may be received subsequently and which warrant such revision/substantiation/modification.

5. Information / evidence / clarification may also be pending from Operational Creditor/Management/Employees for the claims under further verification.

6. Security Interest on:

Movable Properties

(i). The whole of the movable properties of the company including its plant and machinery, machinery spares, tools and accessories and other movables of the company both present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter presents be brought into or upon or be stored or be in or about all the company's factories premises and godowns situated at and / or wherever else the same may be or be held by any party to the order or disposition of the company or in the course of transit or on high seas or on order, or delivery, howsoever and wheresoever in the possession of the company and either by way of substitution or addition.

Immovable Properties

(i). All the piece and parcel of existing lease hold lands, hereditaments and premises admeasuring 107 Bighas and 5 Biswas equivalent to 2,39,473 sq mtrs lying and situated at Industrial Area at Extension No. 1/II phase of Matsya Industrial Area, Delhi Alwar Road, Alwar in the State of Rajasthan together with all buildings and structures constructed to be constructed thereon and all plants and machineries attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected, installed or to be erected / installed thereon and every part thereof.
(ii). All that piece or parcels of lands situate, lying and being at village Bamangam bearing the Block Nos. 114, 123, 124-A, 130, 161, 162, 144-A, 144-B, 140 admeasuring about 5,41,707 sq mtrs of Mouje Bomangam of Taluka Karjan in the Registration Sub-District Karjan and District Vadodara in the State of Gujarat together with all buildings and structures constructed and to be constructed thereon and all plants and machineries attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected, installed or to be erected / installed thereon and every part thereof.

7. Security Interest on:

Movable Properties

(i). The whole of the movable properties of the company including its , Plant and machinery, machinery spares, tools and accessories and other movables, both present and future (save and except book debts) whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter presents be brought into or upon or be stored or be in or about the Company's factories premises and godowns or where ever else the same may be or be held by any party to the order or disposition of the company or in the course of transit or on high seas or on order or delivery howsoever and wheresoever in the possession of the company and either by way of substitution or addition.

Immovable Properties

(i). All the piece and parcel of existing lease hold lands, hereditaments and premises admeasuring 107 Bighas and 5 Biswas equivalent to 2,39,473 sq mtrs lying and situated at Industrial Area at Extension No. 1/II phase of Matsya Industrial Area, Delhi Alwar Road, Alwar in the State of Rajasthan together with all buildings and structures constructed to be constructed thereon and all plants and machineries attached to the earth or permanently fastened to anything attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected, installed or to be erected / Installed thereon and every part thereof.
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8. Security Interest on:

Movable Properties

(i). The whole of the movable properties of the company including its plant and machinery, machinery spares, tools and accessories and other movables of the company both present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter presents be brought into or upon or be stored or be in or about all the company's factories premises and godowns situated at and / or wherever else the same may be or be held by any party to the order or disposition of the company or in the course of transit or on high seas or on order or delivery howsoever and wheresoever in the possession of the company and either by way of substitution or addition.

(ii). The charge operates as security, inter alia, for the due repayment by the company to IRBI if its Term Loan of Rs. 900 lakhs together with interest, additional interest liquidated damages, commitment charges, premia on prepayment or on redemption, cost, charges, expenses and all other moneys payable by the company to IRBI in terms of the said Loan Agreement.

(iii). The charge in favour of IRBI under the said deed of hypothecation is subject to the charge(s) created and/or to be created by the company in favour of its Bankers on the company's stock of raw materials, semi-finished and finished goods and consumable stores and book debts and such other movables as may be specifically permitted to secure its working capital requirements in the ordinary course of business.