

List of Creditors

List of claims received & admitted up to 14 September 2018 from Financial Creditors

Sr No	Name	Amount of Claim (INR Crs.)	Admitted Amount (INR Crs.)
1	Union Bank of India	710.03	710.03
2	L&T Infra Finance Company Ltd	656.27	656.27
3	Asset Reconstruction Company of India Ltd	606.95	606.95
4	Bank Of India	614.14	567.14
5	Central Bank Of India	486.53	486.53
6	Punjab National Bank	475.37	475.37
7	Axis Bank Ltd	1,264.58	470.30
8	Allahabad Bank	315.30	315.30
9	Asset Care & Reconstruction Enterprise Ltd	207.80	207.80
10	State Bank of India	195.21	195.21
11	SSG Investment Holding India Ltd	192.29	192.29
12	Jammu & Kashmir Bank Ltd	188.52	150.19
13	Bank Of Baroda	104.82	104.74
14	Edelweiss Asset Reconstruction Company Ltd.	92.79	92.79
15	India Opportunities II Pte Ltd	68.89	68.89
16	Karnataka Bank Ltd	24.79	24.77
17	Corporation Bank	20.80	20.80
	Total	6,225.08	5345.37

Note: The aforesaid is subject to further in depth verification and therefore may undergo change

SECURITY INTEREST OF FINANCIAL CREDITORS IN LAVASA CORPORATION LIMITED

<u>Sr. No.</u>	<u>Particulars of the Financial Creditor (as per Form C)</u>	<u>Facility</u>	<u>Brief Details of the Security Interest</u>	<u>Documents</u>
1.	Union Bank of India	For Term Loan-I of Rs.102 crores; Term Loan-IIA of Rs.200 crores, Term Loan 1_B of Rs. 39 Crores and for Term Loan 1-C of Rs. 160 Crores	<p><u>Prime Security (Immovable Assets):</u></p> <p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring -6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>(i) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“Lavasa”).</p>	<i>Indenture of Mortgage dated 21-10-2014</i>
		For SOD (TD) of Rs.100 Crores	<p><u>Prime Security:</u></p> <p>Exclusive Charge by way of registered mortgage on 54.1654 Ha (Value Rs.200.69) land to 2x times cover for the overdraft facility, situated at Village Bohini, Taluka Mulshi, District Pune as more particularly set out</p>	Indenture of Mortgage dated 13 th November 2014

			in the schedule to the Indenture of Mortgage dated 13 th November 2014;	
		Term Loan of Rs.570 Crores sanctioned to WAML for Corporate Guarantee by lavasa Corporation Limited	<u>Prime Security:</u> Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15 th September 2016; (however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)	Indenture of Mortgage dated 15 th September 2016 (the charge over this deed was not created in ROC due to Stay order by Mumbai High Court on request by SSG Investments Holding India (I) Limited)
2.	Corporation Bank	For Term Loan – I of Rs.10.65 Crores and FITL of Rs.2.10 Crores	Primary Security: (i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;	<i>Indenture of Mortgage dated 21-10-2014, for Term Loan I of Rs.20 Crores</i>

			<p><u>Collateral Security:</u></p> <p>(i) First priority mortgage and pari passu charge on all immoveable and moveable assets of the borrower both present and future in the project including all receivables and investment</p> <p>(ii) First Pari passu charge over all bank accounts of the borrower including without limitation, the TRA (or any account in substitution thereof) and the other bank accounts, all funds from time to time deposited therein and all investments authorised by the lender's agent or other securities representing all amounts credited thereto.</p> <p>(iii) First pari passu charge on all current assets of the borrower including all revenues and receivables of the borrower from the project or otherwise.</p> <p>(iv)</p>	
		Term Loan of Rs. 2 crores	<p>(v) All that piece and parcel of land admeasuring area 2.0014 He owned and possessed by Lavasa Corporation Ltd., bearing Survey No. 28/2/A, being</p>	Simple deed of Mortgage dated 29-06-2015

			situated at revenue village Mugaon, Taluka: Mulashi, Dist.: Pune.	
3.	Allahabad Bank	Term Loan of Rs.296 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited		
4.	AXIS Bank	Term Loan –I (Rs. 50 Crore) ; Term Loan – II (Rs. 106 Crore)	<p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>(ii) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“Lavasa”).</p>	- Indenture of Mortgage dated 21-10-2014

		<p>Overdraft Facility (150 Crores)</p>	<p><u>Primary Security:</u></p> <p>(i) All those pieces and parcels of land situated being and lying at village Dhamanohol, Mugaon, Bhoini in the registration District Pune admeasuring 259.6622 bearing survey Nos. as set out in Schedule I of the Deed of Additional Security dated 30th September, 2014;</p> <p>(ii) All those pieces and parcels of land situated being and lying at village Admal in the registration District Pune admeasuring 49.025 hectores bearing survey Nos. as set out in Schedule II of the Deed of Additional Security dated 30th September, 2014; of which 31.08 Ha of land in village Admal was released by Bank and Substituted with 22.8584 Ha of Land in village Mugaon as set out in Schedule III of the Deed of Substitution dated 30th December, 2014</p> <p>(iii) All those pieces and parcels of land situated being and lying at village Dhamanohol and Mugaon in the registration District Pune admeasuring 28.5261 Ha and 6.0730 Ha respectively totalling to 34.5991 Ha bearing survey Nos.</p>	<p>- Mortgage Deed dated 10th September, 2014</p> <p>- Second deed of additional security dated 30th September, 2014 and Deed of Substitution dated 30th December 2014</p> <p>Second Deed of Additional Security dated 31st October, 2014</p>
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			as set out in Schedule II of the Second Deed of Additional Security dated 31 st October, 2014;	
		Facilities of Rs.470.54 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited		
		BG Facilities of Rs.1.58 Crores in Spotless Laundry Services Limited with Corporate Guarantee by Lavasa Corporation Limited		
		Term Loan of Rs. 5 Crores in Lavasa Hotel Limited	All that piece and parcel of the property being land totally admeasuring 4.085 Ha in Survey No. 22/3, 24/4 and 48/6 situated in Village Sakhari, Taluka Mulshi, District Pune and in the Sub Registration Office at Mulshi	Simple Deed of Mortgage dated 15-06-2012
		NCD of Rs. 36.61 Crores and OCD of Rs.	All that piece and parcel of the property being land totally admeasuring	Indenture of Mortgage dated 15-03-2012

		32.39 Crores in Hindustan Construction Co. Ltd.	93.7909 Ha situated in Village Admal (28.0768 Ha), Village Bhode (3 Ha), Village Gadle (29.143 Ha), Village Padalghar (24.2041 Ha) and Village Ugavali (9.367 Ha), Taluka Mulshi, District Pune and in the Sub Registration Office at Mulshi	
5.	Bank of India	Term Loan I of Rs. 50 crores ; Term Loan II of Rs. 26 Crores; FITL of Rs. 6.904 crores	<p>Primary Security:</p> <p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Collateral Security:</u></p> <p>i. First priority mortgage and pari passu charge on all immoveable and moveable assets of the borrower both present and future in the project including all receivables and investment</p> <p>ii. First Pari passu charge over all bank accounts of the borrower including without limitation, the TRA (or any account in substitution thereof) and the other bank accounts, all funds from time to time deposited therein and</p>	- Indenture of Mortgage dated 21-10-2014

			<p>all investments authorised by the lender's agent or other securities representing all amounts credited thereto.</p> <p>iii. First pari passu charge on all current assets of the borrower including all revenues and receivables of the borrower from the project or otherwise.</p>	
		Working Capital Term Loan of Rs. 50 crores	<p>Primary Security:</p> <ul style="list-style-type: none"> - Exclusive charge on land survey No.19/1, 19/2, 19/3, 19/4, 90/1, 7/1, 8/2/2/1, 8/2/2/14/1 and 8/2/2/15/1 admeasuring 43.1825 acres situated at Mugaon, Lavasa. 	Indenture of Mortgage dated 31-12-2014
		Corporate Loan of Rs. 225 crores	Second Pari Passu charge on land mortgaged for the term lenders, movable and immoveable fixed assets, current assets and TRA account held with consortium lead bank-union bank of India. <i>(NOC is still pending)</i>	Indenture of Mortgage dated 19-12-2013 <i>(As per deed, the deed was executed for creating security pending NOC from consortium lenders. Post NOC, the deed will automatically be deemed as executed and effective.)</i>
6.	Karnataka Bank Ltd.	Term Loan-I of Rs.20 Crores; Term Loan-II of Rs.30 Crores	<p><u>Prime Security (Immovable Assets):</u></p> <p>(i) First Pari Passu Charge on all the present and future immovable properties</p>	<i>Mortgage dated 21-10-2014,</i>

			admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – I;	
		Term Loan-III of Rs.12 Crores	All that piece and parcel of land bearing survey no. 36/2/A admeasuring 3.15 Ha; survey no. 34/2/C admeasuring 3 Ha and survey no. 42 admeasuring 1.60 Ha in village Mugaon, Taluka Mulshi District Pune, Maharashtra.	Deed of Simple Mortgage dated 23-12-2014; Supplemental deed of Simple Mortgage dated 23-02-2015 and dated 23-06-2015
7.	State Bank of India	Term Loan Facility for Rs.100 Crores (Restructured Term Loan 90 Crores and FITL of Rs.18.13 in 2012)	<p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>(i) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>(ii) First Pari Passu Charge over all bank accounts of the Borrower including</p>	<i>Indenture of Mortgage dated 21-10-2014</i>

			without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“ Lavasa ”). (iii)	
		Corporate Loan Rs.44 Crores	Exclusive Charge on land bearing survey numbers 52 admeasuring 46.4353 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra.	<i>Indenture of Mortgage dated 30-12-2014</i>
8.	Punjab National Bank	Term Loan-I of Rs.40 Crores; Term Loan-II of Rs.160 Crores; Term Loan III of Rs. 106.09 crores; FITL 1 of Rs. 4.83 Crores and FITL II of Rs. 13.74 crores	<u>Prime Security (Immovable Assets):</u> (i) First Pari Passu Charge on all the present and future immovable properties admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – I; <u>Prime Security (Movable Assets):</u> (i) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. (ii) First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be	<i>Indenture of Mortgage dated 21-10-2014</i>

			opened and maintained by Lavasa Corporation Limited (“ Lavasa ”).	
		Term Loan V of Rs. 60 crores	Exclusive Charge on land bearing survey numbers 27, 28A, 34/1, 39/1, 43/1/A, 43/1/B, 43/1/C, 43/1/D and 51/1A admeasuring about 98.44 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra.	<i>Indenture of Mortgage dated 29-01-2015</i>
9.	Central Bank of India	Term Loan-I of Rs.200 Crores ; Term Loan of Rs.106 Crores	<p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security</u> <u>(Movable Assets):</u></p> <p>(i) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>(ii) First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“Lavasa”).</p>	<i>Indenture of Mortgage dated 21st October 2014</i>

		Overdraft facility of Rs.65 Crores	Exclusive Charge on land bearing survey numbers 16, 23/1, 22/1/3, 24/1, 24/2 and 24/4 admeasuring about 56.17 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra.	<i>Indenture of Mortgage dated 20.11.2014</i>
		Corporate Guarantee given by Lavasa Coproration for WAML Credit facility of Rs.454.55 Crs		
11.	Jammu and Kashmir Bank	Rs.25 crores in HCC Real Estate Limited	All and piece ad parcel of land admeasuring about 18.987 Ha. viz. 46.90 Acres 189804 sq. Mtrs situated lying and being in the village Wadawali, Sakhari, and Dhamanhole in taluka Mulshi District Pune.	<i>Registered Deed of Simple Mortgage dated 11.12.2012</i>
		Debenture of 100 crores	All that piece and parcel of land bearing survey no. 100 Hissa No. 1 admeasuring 0.40 Ha or 1 acre or thereabout in the registration district of village Dhamanohol, Taluka taluka Mulshi District Pune, Maharashtra..	<i>Registered Debenture Trust Deed dated 30.09.2010</i>
12.	Assets Care and Reconstruction Enterprise Limited	Term Loan-I of Rs.30 Crores and Term Loan-II of Rs.100 Crores	Exclusive Charge on land bearing survey numbers 53/2 & 53/3 admeasuring about 26.45 Acres in aggregate located at Billage, Mugaon, Taluka Mulshi, District Pune, Maharashtra.	<i>Registered Indenture of Mortgage dated 14.10.2014 and 31.03.2015</i>
13.	Asset Reconstruction Company (India)Ltd.	Debenture of Rs.250 Crores	First charge in immoveable properties being 746.9895 Acers of land located at Lavasa,	<i>Debenture Trust Deed dated 19.01.2010 and</i>

			Pune in the village Mulshi/Velha Taluka at District Pune.	<i>Registered Supplementary Deed to Debenture Trust Deed dated 07.02.2012</i>
14.	Indian Opportunities II Pte. Ltd.	Debenture of Rs.15 Crores	Exclusive security of 12 hectares bearing Survey No.45 & 41, Hissa No.1/2 & 3 respectively at Village Bhoini, Mulshi Taluka at District Pune.	<i>Registered Debenture Trust Deed dated 27.06.2013</i>
15.	SSG Investment Holding India I Limited	Debenture of Rs.15 Crores	<p>(i) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>(i) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>(ii) First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited.</p>	<i>Registered Debenture Trust Deed dated 21st October 2014</i>

16.	Bank of Baroda	Term Loan of Rs.31.62 crores and FITL of Rs.6.08 Crores ; Term Loan of Rs.26.50 Crores	(ii) First Pari Passu Charge on all the present and future immovable land admeasuring 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II; <u>Prime Security (Movable Assets):</u> (iii) First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. (iv) First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited	<i>Indenture of Mortgage dated 21st October 2014</i>
		Term Loan of Rs.15 Crores	All that piece and parcel of land admeasuring area 0.80 Hector (out of land admeasuring 2H 45R) bearing Survey No.43/2, laying and being situated at revenue village Mugaon, Taluka Mulshi, District Pune	<i>Registered Supplementary Deed to Deed of Mortgage dated 30.09.2015</i>
17.	Edelweiss Asset Reconstruction	Term Loan of Rs.94 Crores	All that piece and parcel of land admeasuring	<i>Registered Indenture of</i>

	Company Ltd.		25073.6 Sq. Mts. Or thereabout being Lot No.202 situated on Thicket Street, Survey No.113, Hissa No.1, Survey No.103, Hissa No.1, of Village Dasve, Taluka Mulshi, District Pune, Maharashtra and the said twenty two buildings admeasuring not more than 1,60,000 Sq. Ft. Build up area equivalent to 14869.88 Sq. Mtrs. Or thereabout to be constructed on the said land.	<i>mortgage dated 18th November, 2014</i>
18.	L&T Infrastructure Fiannce Company Limited	Term Loan I of Rs.50 Crores and Term Loan II of Rs. 50 Crores	Exclusive security of 10.0506 Ha of land in Village Patharshet, 10.3456 Ha of land in Village Saiv Bk., 11.0576 Ha of land in Village Koloshi and 25.9484 Ha of land in Village Mose Bk totalling to 57.4022 Ha of land in Taluka Mulshi at District Pune.	<i>Deed of Mortgage dated 29th September 2014; Deed of Release of Charge over Mortgaged Properties dated 18th March 2015 Deed of Mortgage dated 18th March 2015</i>
		Facilities of Rs.240 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited		
		Facilities of Rs.125 Crores and 150 crores sanctioned to Warasgaon Power Supply Ltd. with Corporate Guarantee by Lavasa Corporation Limited	All those pieces and parcels of land situated being and lying at village Dhamanohol, Mugaon, Bhoini in the registration District Pune admeasuring 259.6622 bearing survey Nos. as set out in Schedule I of the Deed of Additional Security dated 30 th	<i>Deed of Mortgage dated 11th November 2014</i>

			September, 2014;	
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Schedule - II

Part (A) – Immovable Properties- First Mortgaged Properties

Village Wise Summary		
Sr. No.	Village	Area Hectare
1.	DASYE	395.1240
2.	DHAMANOHOL	674.3100
3.	GADLE	- 341.4700
4.	WADAVALI	- 259.2261
5.	SAKHARI	- 184.7800
6.	BHOINI	68.9000
7.	ADMAL	- 129.0366
8.	MUGAON	- 145.2280
9.	PALSE	104.6650
10.	PATHARSHET	30.8610
11.	PADALGHAR	- 32.0018
12.	KOLOSHI	56.5880
13.	UGAVALI	29.4030
14.	BEMBATMAL	25.1680
15.	MOSE BK	232.0653
16.	SAIV BK	2.0550
17.	BHODE	12.0000
TOTAL(Hectares-Are)		2723.2702 Hectares
TOTAL(Acre)		6806.6900 Acres

Part (B) - MOVABLE FIXED ASSETS – Second Mortgaged Properties

The whole of the Company's plant and machinery both tangible and intangible as also all its rights, title, interest and benefit in all tangible and intangible assets including without limitation furniture's, fixtures, tools, Electric Installations, Capital spares, motor vehicles, accessories, all other equipments, vehicles, Computers, Goodwill, Brand Name, and all other movable fixed assets, both present and future, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Company's premises, warehouses, stockyards and godowns or those of the Company's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Company and/or that may at present or hereafter be held by any party anywhere 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 where so ever in the possession of or to the order of the Company and all replacements thereof and additions thereof whether by way of substitution, realization or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned by the Company as also the Company's all the intellectual property rights including Trademark, Software, and also all the rights, title and interest in the undertakings of the Company AND ALL estate, right, title, interest property, claims and demands whatsoever of the Company unto and upon the same which description shall include all properties of the above description whether presently in existence or acquired hereafter.

PART (C) - CURRENT ASSETS – The Charged Assets

The whole of the Mortgagor's Current Assets both present and future (tangible and intangible) including without limitation stock in trade consisting of raw materials, finished goods uncalled capital, cash in hand, intellectual property rights, goodwill and all monies that may hereafter be received as also all its right, title, interest and benefit in all tangible and intangible assets or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Mortgagor and/or that may at present or hereafter be held by any party anywhere to the order or disposition of the Mortgagor or in the course of transit or on high seas or on order, or delivery, howsoever and wheresoever in the possession of or to the order of the Mortgagor and all replacements thereof and additions thereof whether by way of substitution, addition, replacement, conversion, realization or otherwise howsoever together with all benefits, rights and incidentals attached hereto which are now or shall at anytime hereafter be owned by the mortgagor as also the mortgagors uncalled capital, intellectual property rights and including without limitation, the mortgagors right, title and interest in the undertakings of the mortgagor and all estate, right title, interest, property, claims and demands whatsoever of the mortgagor unto and upon the same which description shall include all properties of the above description whether presently in existence or acquired hereafter.

Part (D) TRA Account – Fourth Mortgage Properties

**Subject to change*