

**Annexure – 3 Name of the corporate debtor: Piyush IT Solutions Private Limited; Date of commencement of CIRP: October 28, 2020; List of creditors as on: October 19, 2021**

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

(Amount in ₹)

Sl. No.	Name of creditor	Identification No.	Details of claim received		Details of claim admitted						Amount of contingent claim	Amount of any mutual dues, that may be set-off	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 <sup>1</sup>	Amount covered by guarantee	Whether related party?	% voting share in CoC					
1.	India Real Estate 2021 Trust (Through Debenture Trustee Asset Care and Reconstruction Enterprise Limited)	U66020MH1995LC095507	11-Nov-2020	758,483,766	736,436,571	Financial Creditor	736,436,571	0	No	25.03%	Nil	Nil	22,047,195	Nil	-

<sup>1</sup> Security Interest as per form C filed by Financial Creditors (attached as annexure 3A)

## Annexure 3A

The claim of India Real Estate 2021 Trust (Through Debenture Trustee Asset Care and Reconstruction Enterprise Limited) has been secured by the following security interest:

### 1. Hypothecation of Receivables

- Security Document — Deed of Hypothecation dated July 21, 2017, executed by the Corporate Debtor in favour of Vistra ITCL (India) Limited.;
- Date of Creation — July 21, 2017;
- Brief Description of Security — First charge by way of hypothecation by the Corporate Debtor over movable assets

### 2. Pledge of shares of the Corporate Debtor

- Date of Creation - 21 July 2017;
- Brief Description of Security - First charge by way of pledge of the 100% of the fully paid up an issued share capital of the Corporate Debtor created pursuant to the unattested Deed of Pledge dated 21 July 2017 executed by Eminent Homes Private Limited and Mr. Nirmal Singh as nominee of Eminent Homes Private Limited) in favour of Vistra ITCL (India) Limited

### 3. Pledge of shares of the Corporate Debtor

- Date of Creation - 21 July 2017;
- Brief Description of Security - First charge by way of pledge of 100% of the issued and paid up share capital of Eminent Homes Private Limited created pursuant to the unattested Deed of Pledge dated 30 June 2017 executed by Mr. Nirmal Singh and Mr D B R Srikanta (as nominee of Mr. Nirmal Singh) in favour of Vistra ITCL (India) Limited

### 4. Mortgage of project land admeasuring 28,000 sq meters

- Security Document — Declaration and Undertaking in the matter of mortgage to be created by Deposit of title deeds executed by the Authorized Signatory of the Corporate Debtor;
- Date of Creation — July 21, 2017;
- Exclusive first charge basis (subject to charge of NOIDA)
- Brief Description of Security — First charge on the immovable property mortgaged in favour of Vistra ITCL (India) Limited, by way o equitable mortgage, subject to the charge (as existing or created in future) in favour of the NOIDA Authority, pursuant to the Lease Deed(s) created on 21 July 2017.

### 5. Corporate Guarantee by Eminent Homes Private Limited

- Security Document - Corporate Guarantee dated June 30, 2017, executed in favour of Vistra (ITCL) India Limited;
- Date of Creation - June 30, 2017;
- Brief Description of Security – The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to the Debenture Trustee that the Guarantor shall upon the occurrence of a Default and upon demand by the Debenture Trustee, pay to the Debenture Trustee, within 1 (One) Business Day from the delivery of the Demand Certificate to the Guarantor, without any demur or protest, the amount stated in the Demand Certificate. The Debenture Trustee shall be entitled to make 1 (One) or more demands (through 1 (One) or more Demand Certificates) from the Guarantor under this Deed. The payment obligations of the Guarantor hereunder shall also be secured by the Security Interests created or 10 be created over the relevant Secured Assets owned/leased by the Guarantor pursuant to the provisions of the Transaction Documents (to the extent of the Debenture Payment, without any double counting).

#### **6. Personal Guarantee by Mr. Nirmal Singh**

- Security Document – Deed of Guarantee dated June 30, 2017, executed by Mr. Nirmal Singh in favour of Vistra (ITCL) India Limited;
- Date of Creation - June 30, 2017;
- Brief Description of Security - The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to the Debenture Trustee that the Guarantor shall upon the occurrence of a Default and upon demand by the Debenture Trustee, pay to the Debenture Trustee (One) Business Day from the delivery of the Demand Certificate to the Guarantor, without any demur or protest, the amount stated in the Demand Certificate. The Debenture Trustee shall be entitled to make 1 (One) or more demands (through 1 (One) or more Demand Certificates) from the Guarantor under this Deed.

#### **7. Demand Promissory Note by the Corporate Debtor**

- Security Document – Demand Promissory Note dated June 30, 2017, executed by the Corporate Debtor in favour of Vistra ITCL (India) Limited ;
- Date of Creation – June 30, 2017;
- Brief Description of Security - A demand promissory note executed by the Corporate Debtor promising to unconditionally pay Vistra ITCL (India) Limited a sum of INR 70,00,00,000/- together with interest payable at the rate of 18.50% per annum ("Interest Rate") in accordance with the terms of the Debenture Trust Deed and until the Final Settlement Date. The balance unpaid shall become due ("Amount Due"), and a default interest rate of 6.00% per annum will be charged over and above the Interest Rate on such Amount Due in accordance with the terms and conditions of the Debenture Trust Deed.