

Annexure-1

Name of the Corporate Debtor: Essar Power (Jharkhand) Limited; Date of Commencement of Liquidation: January 03, 2020;
List of Stakeholders as on: January 03, 2020 updated as on August 30, 2022

List of Secured Financial Creditors

(Amount in ₹)

Sr. No.	Name of creditor	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 rejected	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	Whether security interest relinquished ? (Yes/No)	Details of Security Interest	Amount covered by guarantee	% share in total amount of claims admitted					
1	ICICI Bank	31/01/20	47,44,39,89,483	43,44,39,50,483	Financial Debt	43,44,39,50,483	Yes	Refer Appendix 1 to Appendix 4	-	52.22%	-	-	39,000	-	ICICI Bank Limited has entered into a settlement agreement with the Corporate Guarantors of the Corporate Debtor towards settlement of Corporate Guarantee obligations. Accordingly, as informed by ICICI Bank, the claim has been adjusted by INR 400 Crore as received till date

**Essar Power (Jharkhand) Limited
Appnedix 1**

Name of the Bank	Facility	Security Description	Date of Creation	Date of ROC Registration
ICICI Bank Limited	Rupee Term Loan Facility	<p>1. Deed of Hypothecation dated March 26, 2010, as amended by Agreement dated March 09, 2011 executed by the Corporate Debtor in favour of IDBI Trusteeship Services Limited ("Security Trustee") creating first rank <i>pari passu</i> charge:</p> <p>i. On all Corporate Debtor's movable (including all revenues, receipts, receivables and intangible properties) both present and future in relation to the project</p> <p>ii. Over all rights, titles, permits, approvals, clearances and interests of the Corporate Debtor in, to and in respect of all the assets of the project and all the Project documents (as permitted by existing Government regulations)</p> <p>iii. Of Contractor guarantees, performance bonds and any letter of credit that may be provided by any party;</p> <p>iv. All insurance policies taken in respect of the project;</p> <p>v. On the Corporate Debtor's bank account(s) for the project, including but not limited to the trust and retention account(s)</p>	<p>March 26, 2010 (Amended on March 09, 2011)</p>	<p>April 27, 2010 (Modified on March 17, 2011)</p>
		<p>2. Deed of Mortgage dated May 11, 2012 executed by the corporate debtor in favour of the Security Trustee creating a first ranking <i>pari passu</i> charge in respect of all piece and parcel of freehold non-agricultural land admeasuring 100 sq. Mtrs in Raigad; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the project documents (as defined in various financing documents); all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of any letter of credit, guarantee, performance bond provided by any counterparty to the project documents/ contracts (as defined under various financing documents) for the benefit of the Corporate Debtor; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the insurance contracts.</p>	<p>May 11, 2012</p>	<p>June 07, 2012</p>
		<p>3. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated March 10, 2011 with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres of Entry</p>	<p>March 10, 2011</p>	<p>April 19, 2011</p>
		<p>4. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated September 29, 2011 which records the constructive delivery of title deeds with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres</p>	<p>September 29, 2011</p>	<p>October 14, 2011</p>
		<p>5. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated November 20, 2011 which records the constructive delivery of title deeds of various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres and deposit of title deeds with respect to various pieces of land in Angara village, Chatro village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 144.86 acres.</p>	<p>November 30, 2011</p>	<p>December 28, 2011</p>
		<p>6. First ranking <i>pari passu</i> pledge over equity shares of the Corporate Debtor constituting 30% of issued and paid up share capital of the Corporate Debtor held by Essar Power Limited under Share Pledge Agreement dated April 05, 2010 and amended by way of Agreement dated March 09, 2011</p>	<p>April 05, 2010 (Amended on March 09, 2011)</p>	<p>N.A.</p>
		<p>7. Corporate Guarantee by Essar Power Limited and Essar Global Fund Limited under Deed of Guarantee dated June 14, 2010 to secure the entire outstanding under the Rupee Facility</p>	<p>June 14, 2010</p>	<p>N.A.</p>
		<p>8. Corporate Guarantee by Essar Power Limited under Deed of Guarantee dated June 14, 2010 to secure the entire outstanding under the Rupee Facility</p>	<p>June 14, 2010</p>	<p>N.A.</p>
		<p>9. Corporate Guarantee by Essar Energy Limited under Deed of Guarantee dated October 12, 2011 read with Essar Energy Limited 's letter dated August 23, 2016 and Agreement dated August 23, 2016 by and amongst the Applicant, the Corporate Debtor, Essar Energy Limited, Essar Power Limited and Essar Global Fund Limited.</p>	<p>October 12, 2011 (Extended to Rupee Facility on August 23, 2016)</p>	<p>N.A.</p>

**Essar Power (Jharkhand) Limited
Appnedix 2**

Name of the Bank	Facility	Security Description	Date of Creation	Date of ROC Registration
ICICI Bank Limited	LC/ LUT Facility	1. Deed of Hypothecation dated March 26, 2010, as amended by Agreement dated March 09, 2011 executed by the Corporate Debtor in favour of IDBI Trusteeship Services Limited ("Security Trustee") creating first ranking <i>pari passu</i> charge: i. On all Corporate Debtor's movable (including all revenues, receipts, receivables and intangible properties) both present and future in relation to the project ii. Over all rights, titles, permits, approvals, clearances and interests of the Corporate Debtor in, to and in respect of all the assets of the project and all the Project documents (as permitted by existing Government regulations) iii. Of Contractor guarantees, performance bonds and any letter of credit that may be provided by any party; iv. All insurance policies taken in respect of the project; v. On the Corporate Debtor's bank account(s) for the project, including but not limited to the trust and retention account(s)	March 26, 2010 (Amended on March 09, 2011)	April 27, 2010 (Modified on March 17, 2011)
		2. Deed of Mortgage dated May 11, 2012 executed by the corporate debtor in favour of the Security Trustee creating a first ranking <i>pari passu</i> charge in respect of all piece and parcel of freehold non-agricultural land admeasuring 100 sq. Mtrs in Raigad; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the project documents (as defined in various financing documents); all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of any letter of credit, guarantee, performance bond provided by any counterparty to the project documents/ contracts (as defined under various financing documents) for the benefit of the Corporate Debtor; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the insurance contracts.	May 11, 2012	June 07, 2012
		3. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated March 10, 2011 with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres of Entry	March 10, 2011	April 19, 2011
		4. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated September 29, 2011 which records the constructive delivery of title deeds with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres	September 29, 2011	October 14, 2011
		5. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated November 20, 2011 which records the constructive delivery of title deeds of various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres and deposit of title deeds with respect to various pieces of land in Angara village, Chatro village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 144.86 acres.	November 30, 2011	December 28, 2011
		6. First ranking <i>pari passu</i> pledge over equity shares of the Corporate Debtor constituting 30% of issued and paid up share capital of the Corporate Debtor held by Essar Power Limited under Share Pledge Agreement dated April 05, 2010 and amended by way of Agreement dated March 09, 2011	April 05, 2010 (Amended on March 09, 2011)	N.A.
		7. Corporate Guarantee by Essar Power Limited and Essar Global Fund Limited under Deed of Guarantee dated March 23, 2010 to secure the LC Facility up to an amount of Rs.1500 Crores	March 23, 2010	N.A.
		8. Corporate Guarantee by Essar Energy Limited under Deed of Guarantee dated June 03, 2011 read with Essar Energy Limited's Letter dated August 23, 2016 and Agreement dated August 23, 2016 by and amongst the Applicant, the Corporate Debtor, Essar Energy Limited, Essar Power Limited and Essar Global Fund Limited to secure the LC Facility for an amount of Rs. 500 Crores	June 03, 2011 (Extended to LC facility for an amount up to Rs. 500 Crores on August 23, 2016)	N.A.

**Essar Power (Jharkhand) Limited
Appnedix 3**

Name of the Bank	Facility	Security Description	Date of Creation	Date of ROC Registration
ICICI Bank Limited	BG Facility of 60 Crores	1. Deed of Hypothecation dated March 26, 2010, as amended by Agreement dated March 09, 2011 executed by the Corporate Debtor in favour of IDBI Trusteeship Services Limited ("Security Trustee") creating first ranking <i>pari passu</i> charge: i. On all Corporate Debtor's movable (including all revenues, receipts, receivables and intangible properties) both present and future in relation to the project ii. Over all rights, titles, permits, approvals, clearances and interests of the Corporate Debtor in, to and in respect of all the assets of the project and all the Project documents (as permitted by existing Government regulations) iii. Of Contractor guarantees, performance bonds and any letter of credit that may be provided by any party; iv. All insurance policies taken in respect of the project; v. On the Corporate Debtor's bank account(s) for the project, including but not limited to the trust and retention account(s)	March 26, 2010 (Amended on March 09, 2011)	April 27, 2010 (Modified on March 17, 2011)
		2. Deed of Mortgage dated May 11, 2012 executed by the corporate debtor in favour of the Security Trustee creating a first ranking <i>pari passu</i> charge in respect of all piece and parcel of freehold non-agricultural land admeasuring 100 sq. Mtrs in Raigad; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the project documents (as defined in various financing documents); all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of any letter of credit, guarantee, performance bond provided by any counterparty to the project documents/ contracts (as defined under various financing documents) for the benefit of the Corporate Debtor; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the insurance contracts.	May 11, 2012	June 07, 2012
		3. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated March 10, 2011 with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres of Entry	March 10, 2011	April 19, 2011
		4. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated September 29, 2011 which records the constructive delivery of title deeds with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres	September 29, 2011	October 14, 2011
		5. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated November 20, 2011 which records the constructive delivery of title deeds of various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres and deposit of title deeds with respect to various pieces of land in Angara village, Chatro village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 144.86 acres.	November 30, 2011	December 28, 2011
		6. First ranking <i>pari passu</i> pledge over equity shares of the Corporate Debtor constituting 30% of issued and paid up share capital of the Corporate Debtor held by Essar Power Limited under Share Pledge Agreement dated April 05, 2010 and amended by way of Agreement dated March 09, 2011	April 05, 2010 (Amended on March 09, 2011)	N.A.
		7. Corporate Guarantee by Essar Power Limited and Essar Global Fund Limited under Deed of Guarantee dated March 23, 2010	March 23, 2010	N.A.

**Essar Power (Jharkhand) Limited
Appendix 4**

Name of the Bank	Facility	Security Description	Date of Creation	Date of ROC Registration
ICICI Bank Limited	BG Facility of 135 Crores	1. Deed of Hypothecation dated March 26, 2010, as amended by Agreement dated March 09, 2011 executed by the Corporate Debtor in favour of IDBI Trusteeship Services Limited ("Security Trustee") creating first ranking <i>pari passu</i> charge: i. On all Corporate Debtor's movable (including all revenues, receipts, receivables and intangible properties) both present and future in relation to the project ii. Over all rights, titles, permits, approvals, clearances and interests of the Corporate Debtor in, to and in respect of all the assets of the project and all the Project documents (as permitted by existing Government regulations) iii. Of Contractor guarantees, performance bonds and any letter of credit that may be provided by any party; iv. All insurance policies taken in respect of the project; v. On the Corporate Debtor's bank account(s) for the project, including but not limited to the trust and retention account(s)	March 26, 2010 (Amended on March 09, 2011)	April 27, 2010 (Modified on March 17, 2011)
		2. Deed of Mortgage dated May 11, 2012 executed by the corporate debtor in favour of the Security Trustee creating a first ranking <i>pari passu</i> charge in respect of all piece and parcel of freehold non-agricultural land admeasuring 100 sq. Mtrs in Raigad; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the project documents (as defined in various financing documents); all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of any letter of credit, guarantee, performance bond provided by any counterparty to the project documents/ contracts (as defined under various financing documents) for the benefit of the Corporate Debtor; all the rights, title, interest, benefits, claims and demands whatsoever of the Corporate Debtor in, to, under and or in respect of the insurance contracts.	May 11, 2012	June 07, 2012
		3. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated March 10, 2011 with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres of Entry	March 10, 2011	April 19, 2011
		4. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated September 29, 2011 which records the constructive delivery of title deeds with respect to various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres	September 29, 2011	October 14, 2011
		5. First ranking <i>pari passu</i> charge by way of mortgage by deposit of title deeds recorded in Memorandum of Entry dated November 20, 2011 which records the constructive delivery of title deeds of various pieces of land in Angara village, Chatro village, Chakla village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 321.415 acres and deposit of title deeds with respect to various pieces of land in Angara village, Chatro village, Ardhe village and Mahuamilan Thana Chandwa, District Lathehar admeasuring a total of 144.86 acres.	November 30, 2011	December 28, 2011
		6. First ranking <i>pari passu</i> pledge over equity shares of the Corporate Debtor constituting 30% of issued and paid up share capital of the Corporate Debtor held by Essar Power Limited under Share Pledge Agreement dated April 05, 2010 and amended by way of Agreement dated March 09, 2011	April 05, 2010 (Amended on March 09, 2011)	N.A.
		7. Corporate Guarantee by Essar Power Limited and Essar Global Fund Limited under Deed of Guarantee dated March 23, 2010	March 23, 2010	N.A.

Notes:

1. The security Interest reflected above is on the basis of Form C and supporting documents submitted by the financial creditors
2. Loan and security documents identified by the lenders in Form C have been received
3. The security interest reflected above in favour of the financial creditors is subject to further review
4. The security interest reflected above is subject to further substantiation/ modification on the basis of additional evidence or clarification