

Annexure-3

Name of the Corporate Debtor: MERCATOR PETROLEUM LIMITED

Date of commencement of CIRP: 31.08.2020

List of creditors as on: 28.01.2023

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

(Amount in Rs)

Sl. No.	Name of creditor	Details of claim received		Details of claim admitted						Amount of contingence nt 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	Amount covered by guarantee	Whether related party?	% of voting share in CoC					
1	BANK OF BARODA	09-Apr-21	1,22,60,27,691	1,20,32,74,850	SECURED	1,20,32,74,850	-	NO	41.22%	-	-	2,27,52,841		Notes 1 & 3
2	UTI STRUCTURED DEBT FUND -1	24-Sep-20	2,57,84,25,381	1,71,57,29,766	SECURED	1,71,57,29,766	Yes	NO	58.78%	-	-	86,26,95,615	-	Notes 3, 4 and 5
TOTAL			3,80,44,53,072	2,91,90,04,616					100.00%			88,54,48,456	-	

Notes:

- Details of Security Interest of Bank of Baroda** - The Facility (together with all Interest, liquidated damages, fees, remuneration payable to the Security Trustee, if any), costs, charges, expenses and other monies and all other amounts stipulated and payable to the bank shall be secured by way of security as mentioned below: (a) First charge on all movable and immovable fixed assets of the Project. (b) First charge on all project contracts and insurance policies in relation to the Project. (c) Security interest by way of security of all rights, titles, benefits, claims and demands of the Borrower on each Project document with respect to this Project. (d) Charge on the Borrower's bank accounts for the Project, including but not limited to the trust and retention account(s) save and except Dividend Distribution Account / No Lien Account where the surplus monies including any income generated on the same, shall be transferred upon having met the Restricted Covenants.
- Bank of Baroda has revised its claim vide its email dated 15 October 2022. Bank of Baroda has stated that revision in its claim (exclusion of interest on interest / penal interest during Covid-19 moratorium of 01 March 2020 to 31 August 2020) and non-capitalisation of penal interest is subject to similar treatment to UTI Structured Debt Fund I.
- Details of Security Interest of UTI Structure Debtor Fund I** - Second charge over all assets, current and future movable and immovable, tangible and intangible of Mercator Petroleum Limited. Second charge over oil block CB-ONN-2005/9. Second charge over all the bank accounts of Mercator Petroleum Limited. As per letter dated 10.05.2018 of Bank of Baroda to UTI Structured Debt Fund I, the payment to Bank of Baroda will rank in priority to UTI Structured Debt Fund I under all circumstances and the existing charge of Bank of Baroda will not stand depreciated pursuant to creation of 2nd charge in favor of UTI Structured Debt Fund I.
- UTI Structured Debt Fund I has filed an interlocutory application for rejection of its claim amount by the resolution professional
- The resolutorial professional has filed an interlocutory application against UTI Structured Debt Fund I *inter alia* under sections 50, 51, 66 and 67 of the Insolvency & Bankruptcy Code 2016 for its inflated claim.