

Annexure - 3

Name of the corporate debtor: Rajesh Construction Company Private Limited; Date of commencement of CIRP: 13th May, 2021;

List of creditors as on: 14th August, 2023

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

(Amount in ₹)

Sl. No.	Name of the 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 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?	% voting share in CoC					
1	Union Bank of India	31.05.2021	1,18,03,52,707.00	1,18,03,52,707.00	Secured	1,18,03,52,707.00	1,18,03,52,707.00	No	4.46	0	0	0	0	Refer Note 1
2	ICICI Bank, Bahrain Branch	02.06.2021	2,98,99,46,396.46	2,98,99,46,396.46	Secured	2,98,99,46,396.46	2,98,99,46,396.46	No	11.30	0	0	0	0	Refer Note 1
3	Bank of Baroda, UAE Branch	02.06.2021	1,46,88,80,356.02	1,46,88,80,356.02	Secured	1,46,88,80,356.02	1,46,88,80,356.02	No	5.55	0	0	0	0	Refer Note 1
4	Shapoorji Pallonji Finance Private Limited	01.06.2021	29,42,56,592.00	23,92,56,592.00	Secured	29,42,56,592.00	29,42,56,592.00	No	0.90	0	0	6,00,00,000.00	0	Refer Note 2
5	Trine Engineering and Innovative Solutions LLP	02.03.2023	16,73,16,083.00	16,73,16,083.00	Secured	16,73,16,083.00	16,73,16,083.00	No	0.63	0	0	0.00	0	Refer Note 3
TOTAL			6,10,07,52,134.48	6,04,57,52,134.48		6,10,07,52,134.48	6,10,07,52,134.48		22.85	0	0	6,00,00,000.00	0	



Note 1:

• First pari passu charge on all amounts owing to, and received and/or receivable by, RCCPL and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from/in connection with:

- a. The 2 wind mill projects located at Jaisalmer Rajasthan and each owned by RCCPL
- b. The 2 wind mill projects located at Chitradurga, Karnataka and each owned by RCCPL
- c. The 1 wind mill projects located at each at Sangli, Maharashtra and Dhule, Maharashtra each owned by RCCPL
- d. The 2 wind mill projects located at Nandurbar Maharashtra each owned by RCCPL

• All rights title, interest, benefits, claims and demands whatsoever of RCCPL in, to or in respect of all the assets, including but not limited to RCCPL's cash in hand, both present and future (the receivables, reference to the receivables shall as the context may permit or require mean any or each of such receivables)



Note 2:

a. There is a negative lien on (a) equity shares in the share capital of the Corporate Debtor representing 26% of the total equity share capital of the Corporate Debtor and (b) interest, including TDR rights, both present and future, in connection with the following immoveable properties – Rehab Building No. R1 on Slum Rehabilitation scheme under clause 3.11 read with clause 3.5 & 3.19(ii) of Appendix IV of DCR 33(10) on land bearing C.T.S No. 358 corresponding Survey No. 4 & C.T.S No. 359 corresponding survey No. 3 Hissa No. 1 of Village Dahisar, at Dahisar West, Mumbai; vide, Undertaking for Creation of Negative Lien dated 18th April, 2019 executed by Harish R. Patel, Rajesh R. Patel, Shilpa R. Patel, Pravina K. Patel, Anita H. Patel, Pratik H. Patel and the Corporate Debtor in favour of Financial Creditor.

b. Deed of Personal Guarantee executed by Mr. Rajesh Raghavji Patel in favour of the Financial Creditor for the entire outstanding amounts due and payable to the Financial Creditor, dated 16th April, 2019.

Deed of Personal Guarantee executed by Mr. Harish Raghavji Patel in favour of the Financial Creditor for the entire outstanding amounts due and payable to the Financial Creditor, dated 16th April, 2019.

Note 3

a. The Resolution Professional received claim of the Financial Creditor at Sr. No 5, beyond 90 days period. Therefore, the RP did not admit their Claim. The Financial Creditor approached the Hon'ble NCLT, Mumbai Bench seeking condonation of delay in filing the claim with the Resolution Professional with the direction to RP to include the claim in the process of resolution plan. The Bench allowed the application and the Resolution Professional admitted the Claim pursuant to receipt of the order of the Hon'ble NCLT, Mumbai Bench dated 27th July, 2023. (The Copy of the order was received on 3rd August, 2023)

b. Mortgage of all those pieces of land bearing (1) Survey No.5, Hissa No.6, corresponding to CTS No. 355 (2), Survey No.6, Hissa No.15, corresponding to CTS No.328 (pt) (3) Survey No.6, Hissa No.13, corresponding to CTS 2 (4) Survey No.7, Hissa No.4, corresponding to CTS No.265 (5) Survey No.8, Hissa No.3, corresponding to CTS No.271 (6) Survey No.8, Hissa No.15, corresponding to CTS No.298 and (7) Survey No.8, Hissa No.30, corresponding to CTS No.329 all of Village Dahisar, Taluka Borivali within the municipal limits of greater Mumbai, vide Registered Mortgage deed dated 23rd August, 2019

