

Secured financial creditors (other than financial creditors belonging to any class of creditors) in case of Shree Sainath Land & Developments India Pvt Ltd													10-03-2024
Sr. No.	Name of the Creditor	Details of claim received			Details of claim admitted					Amount of Contingent Claims	Amount of any mutual dues, that may be set-off	Amount of Claim Not Admitted	Amount of Claims under Verification
		Date of receipt	Amount of claims received	Amount of claims admitted	Nature of Claim	Amount covered by security interest	Amount covered by guarantee	Whether related party ?	% of voting share in CoC				
1	LIC Housing Finance Ltd	05-11-2023	1,26,11,00,330	1,25,29,72,648	Secured Loan	1,25,29,72,648	1,25,29,72,648	No	87.59%	-	-	-	81,27,682
			1,26,11,00,330	1,25,29,72,648					87.59%	-	-	-	81,27,682

Note

A) **LIC Housing Finance Limited - Security Interest / Amount of Claim covered of Security**

1 As a security for the repayment of the loan to LIC HFL, Corporate Debtor and and Mortgagors Namely KBC Global Limited (Formerly Known as Karda Construction Limited) and VIVA Highways Limited have created a legal mortgage vide mortgage deed No. 5369/2018 over the property situated at:

a) Project land admeasuring 28,833 sq. mtrs and structure standing thereon in the project "Hari Nakshatra & Destination One at Survey No. 114A/1-1 Part, 114A/3 Part, 114C Part Opp. Gurudwara, Nr. Bytco College, Sane Guruji Nagar, Nasik Pune Road, Deolali Shiwar, Nasik-422101.

1) First exclusive charge through a registered mortgage over 100 % (hundred per cent) of the development rights and the entire constructed area (present and future PSI) of the Property

2) Exclusive charge over 100 % (hundred per cent) of the present and future receivables from the Project i.e. all the units / premises / structure and lease rentals arising out of all the units / premises / structure constructed on the property including but not limited all the right title, interest benefits, claims and demands whatsoever, in and to or in respect of all amounts owing/payable to and / or received by or to be received from purchaser/lessee and licensee and which are now due owing / payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage become due., owing, payable or belonging to the Mortgagor in respect of the Project including without limitation to all the proceeds and considerations due to the Mortgagor (collectively hereinafter referred to as "Receivables")

3) Negative lien on all the units/ flats of the Project at 1.75 times of the outstanding loan amount at any point of time based on market value (collectively referred to as "Immovable Properties") together with all fixed plant and machineries, buildings, erections, godowns and constructions of every description which are standing erected or attached or shall at any time hereafter during the continuance of the Security hereby constituted be erected and standing or attached to the aforesaid lands and premises or any part thereof and all rights to use common areas and facilities and incidentals attached there together with all trees, fences, hedges, ditches, ways, sew drains, waters, watercourses, liberties, privileges, easements appurtenances whatsoever to the said lands, hereditaments premises or any part thereof whether presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND ALL the estate, right, title, interest, property, claims and demands whatsoever of the Borrower into and upon the same;

4) First exclusive charge over all the rights, title, interest, claims, benefits, demands under any document relating to the Project, both present and future including commercial contracts, construction contracts, lease and sub-lease agreement if any all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower in any letter of credit, guarantees, performance bond provided by any party to documents relating to the Project in favour of the borrower, all permits, clearances, government approvals, to the extent capable of assignment which are now executed or hereafter be executed including, without limitation, the right to compel performance there under, and to substitute, or be substituted for, the Borrower there under, and to commence and conduct either in the name of the Borrower or in its own name or otherwise any proceedings against any person in respect of any breach of, the project documents including without limitation, rights and benefits to all amounts owing to or received by the Borrower and all other claims of the Borrower under or in any proceeding against all or any such person and together with right to further assign any of the documents relating to the Project, permits, clearances, governmental approvals in respect of the Property (hereinafter collectively referred to as "Charged Documents") and first exclusive charge on the Escrow Accounts and all monies credited/deposited therein and all investments in respect thereof, in whatever form the same may be and any other account of the Borrower, in respect of the project wherever maintained together with permitted investment and all other Assets and Securities which represent all amounts on such accounts and all the moneys lying to the credit of such accounts or liable to be credited to such accounts, book debts and all the receivables and revenues from the Project, all current assets, commissions, cash in hand and other revenues of what so ever nature and wherever arising wherever located present and future and all right, title, interest, benefits, claims and demands whatsoever of the Borrower into, or in respect of all amounts owing/payable to and or received by the Borrower which description shall include all assets, securities, and records documents and instruments which represent all such amounts, both present and future all properties of the above description whether presently in existence or acquired in respect of the project (herein collectively referred as "Accounts") (The Immovable properties, the receivables Properties, the Receivables, the Charged Documents and the Accounts shall collectively be called "the Mortgage Properties" or "Property" or Properties").

b) **Personal Guarantees**

The loan amount has been secured by personal guarantees executed by Mr. Naresh Jagumal Karda, Mr. Manohar Jagumal Karda and Mrs. Disha Naresh Karda vide deed of Guarantee dated 27.07.2018