## Annexure – 3 Name of the corporate debtor: M/S JABALPUR MSW PRIVATE LIMITED; Date of commencement of CIRP :15<sup>th</sup> September 2023; List of creditors as on: 31.05.2024

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

(Amount in ₹)

SI. No.	Name of creditor	Details of claim received		Details of claim admitted							Amount			Remarks
		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	Amount of contingent claim	of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	, if any
1	STATE BANK OF INDIA	27-09-2023	468688770	468688770	Secured Financial	468688770	468688770	No	45.48	0	0	0	0	
2	BANK OF BARODA	26-09-2023	203052507	203052507	Secured Financial	203052507	203052507	No	19.7	0	0	0	0	
3	INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED	22-09-2023	358982572	358860493	Secured Financial	358860493	358860493	No	34.82	0	0	122079.3	0	

## <u>Details of security:</u>

Subject to the Concession Agreement, the Facility (together with all interest, liquidated damages, fees, costs, charges, expenses and other monies and all other amounts stipulated and payable to the Lenders) shall be secured by:

- a) First pari-passu charge on all immovable fixed assets of the Borrower, together with all appurtenances thereon and there under, present and future;
- b) First pari-passu charge on all movable fixed assets, present and future, of the Borrower;
- c) First pari-passu charge on all the current assets and non-current assets of the Borrower including but not limited to book debts, operating cash flows, receivables, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, present and future.
- d) Charge cum Assignment of the rights of the Borrower under the Material Project Documents, after consent of the relevant counterparties;
- e) First pari-passu charge on all the bank accounts of the Borrower related to the Project including but not limited to the Trust & Retention Account (TRA) and a Debt Service Reserve Account (DSRA);
- f) Pledge of 51% of equity shareholding of the Borrower held by the Sponsor. The voting rights of the pledged shares shall not fall below 51% at any time;
- g) Corporate Guarantee of Essel Infraprojects Ltd.

The Security shall be shared on pari-passu basis with the working capital lenders (fund-based and non-fund based) to the Project.

Sajjan Kumar Dokania Resolution Professional