

Company Name CHOMU MAHLA TOLL ROAD PRIVATE LIMITED ( Under Liquidation)

Annexure-I

Liquidation Commencement date Order passed on 09.05.23 received on 13.05.23

Claims Date 31-12-2023

S.No	Name of the Creditor	Identification No.	Details of Claim received			Details of Claim admitted						Remarks if any			
			Date of Receipt	Amount claimed in Rs	Amount admitted in Rs	Nature of Claim	Relinquishment of Security Interest (YES/No)	Details of Security Interest	Amount covered by Guarantee	% of Share in total amounts of claim admitted	Amount of Contingent claim in Rs		Amount of any mutual dues that may be set-off in Rs	Amount of Claim rejected in Rs	Amount of Claim under verification in Rs
1	State Bank of India	AAACS8577K	17-05-2023	1,43,07,63,161	1,43,07,63,161	SFC	Yes	Refer Note-2	Nil	20.81%	-	-	-	-	-
2	Punjab National Bank	AAACP0165G	07-06-2023	2,46,90,98,621	2,46,90,98,621	SFC	Yes		Nil	35.91%	-	-	-	-	-
3	Union Bank of India	AAACU0564G	07-06-2023	2,55,66,64,572	2,55,66,64,572	SFC	Yes		Nil	37.19%	-	-	-	-	-
				<b>6,45,65,26,354</b>	<b>6,45,65,26,354</b>					<b>93.91%</b>	-	-	-	-	-

**Notes**

1 SFC Secured financial creditors

2 Details of Security Interest

**SBI**

Description
<b>A. Primary:</b>
First charge over all the Borrower's properties & assets, both present & future, excluding Project Assets
First charge on all the intangible assets of the Borrower including, but not limited to, the goodwill & uncalled capital of the Borrower
First charge on all the Borrower's bank accounts including, without limitation, the Escrow Account & Debt Service Reserve Account, the Major Maintenance Reserve Account and each of the other accounts required to be created by the Borrower under any project document or contract and all funds from time to time deposited therein, permitted investments or other securities.
Pledge of shares aggregating to 51% of the Paid-up equity capital of the Borrower during the currency of the Facility.
First charge by way of assignment or creation of security interest on all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower under the Concession Agreement and the Project Documents to the extent covered by or in accordance with the Substitution Agreement.
<b>B. Collateral:</b>
None

**Guarantee:**

Sl. No.	Guarantee:	Nature	Remarks
(i)	Abhijit Avarsekar	Personal Guarantee	Towards TL-II (e-SBP) and TL-II (e-SBH)
(ii)	Kishore Avarsekar	Personal Guarantee	

**PNB**

**Primary**

- First charge over all the Borrower's properties and assets, both present and future, excluding the Project Assets (as defined in Concession Agreement);
- First charge on all the intangible assets of the Borrower including, but not limited to, the goodwill and uncalled capital of the Borrower;
- First charge on all the Borrower's bank accounts including, without limitation, the Escrow Account and the Debt Service Reserve Account, the Major Maintenance Reserve Account and each of the other accounts required to be created by the Borrower under any project document or contract and all funds from time to time deposited therein, permitted investments or other securities;
- First charge by way of assignment or creation of security interest on all the rights, title, interest, benefits, claims and demands whatsoever of the Borrower under the Concession Agreement and the Project Documents to the extent covered by or in accordance with the Substitution Agreement

Value: Rs.389.57 value as on 31.03.17.

**Collateral**

Pledge of 51% of the shares of the company having value of Rs.8.89crores (Paid up capital of the company as of March 2016 is Rs.17.43crores) on pari passu basis with other consortium members. However, the SDR was invoked in the account and subsequently 1,81,45,176 Equity Shares issued to SDR lenders on 10.03.2017 on conversion of a portion/part of debt pursuant to the SDR scheme. The said shares shall rank pari passu in all respect with the existing shares of the company.

**Union Bank**

**Prime Security:**

- 1st charge over all the Borrower's properties and assets, both present and future, excl the Project Assets as defined in Concession Agreement.
- 1st charge on all the intangible assets of the Borrower including, but not limited to, the goodwill and uncalled capital of the borrower.
- 1st charge on all the Borrower's bank accounts including, without limitation, the Escrow A/c & DSR Account, Major Maintenance Reserve A/c & each of the other A/cs required to be created by the borrower under any project document or contract and all funds from time to time deposited therein, permitted investments or other securities.
- 1st charge by way of assignment or creation of security interest on all the rights, title, interest, benefits, claims and demands whatsoever of the borrower under the Concession Agreement and the Project Documents to the extent covered by or in accordance with the substitution Agreement.

**Collateral Security:**

Pledge of 51% of the shares of the company having value of Rs. 8.89 crores ( paid up capital of the company as of March 2016 is Rs. 17.43 crores) on pari passu basis with other consortium members. SDR is invoked in the account and subsequently 18145176 equity shares issued to SDR lenders on 10.03.2017 on conversion of a portion / part of debt pursuant to the SDR scheme. The said share shall rank pari passu in all respect with the existing shares of the company.