

Annexure - 3

Name of the Corporate Debtor: Advantage Raheja Hotels Private Limited. (CIN U55101MH2008PTC183335)

Date of Commencement of CIRP: 17/12/2024, List of Creditors as on: 31/12/2024

Secured financial creditors (other than financial creditors belonging to any class of creditors) -												
Sl.No.	Name of Creditor/ Home Buyer	Date of claim Received	Amount of claims received	Amount of claims admitted	Nature of Claim	Amount covered by Security Interest	Amount covered by Guarantee	Whether related party?	Voting share in CoC %	Amount of Contingent Claims	Amount of Claim Not Admitted	Amount of Claims under Verification
1	Omkara Assets Reconstruction Private Limited	31-12-2024	9,07,11,39,028	8,84,26,18,438	Secured Loan	8,84,26,18,438	8,84,26,18,438	NO	100.00	-	-	22,85,20,590
TOTAL			9,07,11,39,028	8,84,26,18,438					100.00	-	-	22,85,20,590

Notes:**Security Interest:**

The details of the security interest has been extracted from Sanction Letter dated 15-12-2017, Loan Agreement, Share Pledge Agreement, Deed of Guarantee, Claim Form and such other supporting documents provided by the claimant

The Corporate Debtor has provided a Corporate Guarantee in favor of the Lender as per the deed of Guarantee dated 26.12.2017, securing the obligations of the Borrowers ("Gstaad Hotels Private Limited" & "Neo Capricorn Plaza Private Limited") under the Loan agreements for the following facility, detailed as follows;

A. Entire Facility of Rs. 600 Crores is covered by the following security interest:

Facility	Total Outstanding (Rs.)
Gstaad Hotels Private Limited (GHPL):	
450 Crore (PCHFLL)	59,45,87,317
50 Crore (PCHFLL)	76,87,61,247
450 Crore (PEL)	5,84,67,81,749
Neo Capricorn Plaza Private Limited (NCPPL):	
100 Crore (PEL)	1,63,24,88,125
Total	8,84,26,18,438

As per the share pledge agreement dated 01.02.2018, 6,290,625 shares (76.25% of the total shares of Neo Capricorn Plaza Private Limited) held by the corporate debtor have been pledged. Consequently, the above claim is secured by this pledge of shares.

Security Interest provided by parties other than corporate debtor towards the debt:

- First and exclusive charge by way of an equitable mortgage over CP Land and Crown Plaza Hotel under a memorandum of deposit of title deeds ("Crown Plaza MODT")
- First charge by way of an equitable mortgage over JW Land and JW Marriott Hotel under a memorandum of deposit of title deeds ("JWM MODT"). It is clarified herein that a charge has been created in favour of Global Hospitality Licensing S.A R.L. and such charge over the JW Land and JW Marriott
- Hotel in favour of Global Hospitality Licensing S.A R.L. will be modified to be a second charge pursuant to creation of a first charge in favour of the Lender;
- First charge by way of hypothecation over the Receivables and the Escrow Accounts to be created under a deed(s) of hypothecation. It is clarified herein that a charge has been created over the GHPL Receivables in favour of Global Hospitality Licensing S.A R.L. and such charge in favour of Global Hospitality Licensing S.A R.L. will be modified to be a second charge pursuant to creation of a first charge in favour of the Lender;
- Personal Guarantee extended by Mr. Deepak Raheja, Ms. Anita Raheja, Mr. Aditya Raheja and Mr. Shiv Raheja as per Deed of Guarantee dated 26.12.2017
- Demand promissory note dated 26.12.2017 executed by the Borrowers as per the Loan Agreement dated 30.12.2020 for the benefit of the Lender
- 100% share pledge of NCPPL (company owning Crown Plaza) and 70% share pledge of GHPL (company owning JW Marriott)
- First and exclusive charge by way of pledge over the Pledged Shares as per the Share Pledge Agreement dated 01.02.2018.
- Corporate guarantee by Advantage Raheja Hotels Pvt.Ltd as per deed of guarantee dated 26.12.2017

General Notes:

- Claims that are admitted may be subjected to further substantiation / modification depending on further developments and the basis of additional evidence, information, or clarifications.
- Claims under verification have not been taken into consideration to ascertain the voting percentage of the financial creditors.
- The security interest reflected above in favour of the financial creditors is subject to further review.
- The security interest reflected above is subject to further substantiation/ modification on the basis of additional evidence or clarification.
- All the aforesaid claims shall be subject to the findings of the report of the forensic/transaction auditor