

Annexure-3														
Name of the Corporate Debtor : BHALKESHWAR SUGARS LIMITED (under CIRP)														
Date of commencement of CIRP: 25.09.2025 List of Creditors as on : 25.12.2025														
Secured financial creditors (other than financial creditors belonging to any class of creditors) (Amount in ₹)														
Sl. No.	Name of 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	Details of Security Held	Remarks, if any
		Date of Receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security interest	Whether related party?	% of voting share in CoC						
1	The Karnataka State Co-operative Apex Bank Ltd	06.10.2025	2,62,64,90,000	2,62,64,90,000	Secured Financial Creditor	2,62,64,90,000	No	46.99	N.A.	N.A.	-	-	Note -1	The amount claimed by the Financial Creditor has been Admitted by the Interim Resolution Professional.
2	Union Bank Of India	08.10.2025	12,04,02,463	12,04,02,463	Secured Financial Creditor	12,04,02,463	No	11.99	N.A.	N.A.	-	-	Note-2	The amount claimed by the Financial Creditor has been Admitted by the Interim Resolution Professional.
3	Central Bank Of India	09.10.2025	44,29,74,079	44,29,74,079	Secured Financial Creditor	44,29,74,079	No	7.93	N.A.	N.A.	-	-	Note-3	The amount claimed by the Financial Creditor has been Admitted by the Interim Resolution Professional.
4	Punjab National Bank	09.10.2025	83,19,20,587	83,01,82,142	Secured Financial Creditor	83,19,20,587	No	14.85	N.A.	N.A.	1738445	-	Note-4	Partially Admitted
5	Sugar Development Fund (IFCI Limited)	09.10.2025	55,06,79,507	55,06,79,507	Secured Financial Creditor	55,06,79,507	No	9.85	N.A.	N.A.	-	-	Note-5	The amount claimed by the Financial Creditor has been Admitted by the Interim Resolution Professional.
6	The Bagalkot District Central Cooperative Bank Limited	10.10.2025	2,29,98,000	2,29,98,000	Secured Financial Creditor	2,29,98,000	No	0.41	N.A.	N.A.	-	-	—	The amount claimed by the Financial Creditor has been Admitted by the Interim Resolution Professional.
7	Onkar Sakhar Karkhana Private Limited	14.10.2025	38,25,39,726	-	Secured Financial Creditor	38,25,39,726	No	—	N.A.	N.A.	-	38,25,39,726	—	Claim is Under Verification
Total			497,80,04,362	459,37,26,191				92.02			1738445	38,25,39,726		

Note 1- THE KARNATAKA STATE CO-OPERATIVE APEX BANK LIMITED

Property Owned by CD

- i. First Charge with Union Bank of India, Central Bank of India and Punjab National Bank on all and singular the whole of the borrower's movable properties in relation to the project including plant and machinery (whether attached or otherwise), electronics spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the project
- ii. Second Charge with Union Bank of India, Central Bank of India and Punjab National Bank on the operating cash flows, book debts, receivables, commissions, treasury income, revenues of whatsoever nature and wherever arising pertaining to the project, present and future
- iii. First Charge with Union Bank of India, Central Bank of India and Punjab National Bank on all the rights, title, interest, benefit, claims & demands whatsoever of the borrower (i) in, to, under or in respect of project documents pertaining to its project, (ii) in, to, under or in respect of any letter of credit, guarantee or performance bond there may be provided by way of counter party to any project documents in favour of the borrower duly acknowledged and consented to, where required, by the relevant counter parties to such project documentation (ii) In the clearances pertaining to its project (iv) In Insurance contracts/Insurance proceeds pertaining to its project (v) In & to all the reserve including without limit Debt Serve Reserve Account or any other bank accounts of the borrower pertaining to its project wherever maintained and operated and all amounts received to the credit of such account and all securities instruments investments and other property deposited therein credit thereto or required to be deposited therein and credit thereto (vi) In all the intangible assets including but not limited to the goodwill, trademark, uncalled capital pertaining to its project
- iv. First Charge with Union Bank of India, Central Bank of India and Punjab National Bank by way of equitable mortgage of the immovable properties with all building, structures/fixtures (existing and to be constructed) at
 - (1) Sy.No.82/1 - 5 acres 25 guntas
 - (2) Sy.No.82/2 - 9 acres 38 guntas,
 - (3) Sy.No.84/2 - 6 acres 25 guntas,
 - (4) Sy.No.84/1A - 2 acres 23 guntas,
 - (5) Sy.No.84/2/1 - 1 acre 17 guntas
 - (6) Sy.No.84/1/C - 3 acres 21 guntas
 - (7) Sy.No.84/2/2 - 2 acres 26 guntas
 - (8) Sy.No.84/2/3 - 7 acres 32 guntas
 - (9) Sy.No.84/2/4 - 3 acres 31 guntas
 - (10) Sy.No.84/2/5 - 21 guntas, (11) Sy.No.84/2/6 - 1 acre 6 guntas,
 - (12) Sy.No.85/6A - 3 acres 1 gunta,
 - (13) Sy.No.85/1 - 1 acre 20 guntas,
 - (14) Sy.No.85/2 - 1 acre 3 guntas (15) Sy.No.85/3/B - 2 acres 21 guntas
 - (16) Sy.No.85/4 - 1 acre 28 guntas
 - (17) Sy.No.85/5 - 1 acre 16 guntas
 - (18) Sy.No.83/1 = 2 acres 27 guntas

- (19) Sy.No.83/2 - 2 acres 26 guntas
 - (20) Sy.No.84/1AP - 1 acre all located in Bajola Tq. Bhalki and (21) Sy.No.56/B - 2 acres at Mavaninahalli Tq. Bhalki
 - (22) Site No. 103 in Sy No. 10 and 11
 - (23) TMC No. 4-6-49 (Old), 4-6-59 (New) situated at Khandre Galli at Gunj Area, Tahsil Office Road, Bhalki Bidar
 - (24) Plot No. 32
 - (25) TMC No. 5-2-126 Old TMC No. 5-1-135/1
- v. Pari Passu First Charge with Union Bank of India, Central Bank of India and Punjab National Bank on immovable properties of the company with all buildings, structures, thereon, fixtures and fittings, constructed, erected or installed thereon or to be constructed, erected or installed thereon situate at
- (1) (a) Land bearing Survey No.71/1 measuring 07 acres 05 guntas L//R of Rs.12-24 ps situated at village Bajolga tq Bhalki Dist. Bidar and (b) land bearing survey No.71/1 measuring 06 acres R/A of Rs. 11-00 ps at village, Bajolga tq. Bhalki Dist. Bidar
 - (2) land bearing survey No.81/1 measuring 02 acres 34 guntas LR of Rs 6-00 ps situated at village, Bajolga Dist. Bidar
 - (3) Land bearing survey No.81/2, measuring 02 acres 37 guntas LR of Rs 05-54 ps situated at village Bajolga tq. Bidar Dist. Bidar
 - (4) Land bearing survey No.82/3 in all measuring 09 acres 12 guntas LR of Rs.9.86 ps situated at village, Bajolga tq. Bhalki Dist., Bidar (a) Ist Tika measuring 01 acre,22 guntas, situated at village, Bajolga Tq. Bhalki Dist. Bidar (b) IInd Tika 03 acres, 35 guntas situated at village, Bajokga tq. Bhalki Dist. Bidar (c) IIIrd tika measuring 03 acres 35 guntas situated at village, Bajolga tq. Bhalki dist. Bidar
 - (5) (a) land bearing survey No.82/3 measuring 00 acre 28 guntas L/R of Rs 00-74 ps and (b) Sy.No.82/3 measuring 2 acres 13 guntas of L/R of 2.46 ps both lands situated at Bajolga dist. Bidar Dist.
 - (6) Land bearing survey No.82/6 measuring 3 acres 07 guntas LR of Rs 3.37 ps situate at village, Bajolga tq. Bhalki dist. Bidar
- In All Measuring 34 Acres 16 Guntas
- vi. Pari Passu First Charge with Punjab National Bank and Central Bank of India by way of hypothecation on movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which

description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

vii. Pari Passu Second Charge by way of Second Mortgage created by deposit of title deeds with Punjab National Bank and Central Bank of India on land with all buildings, structures and fittings (existing and to be constructed) situate in

- (1) Sy.No.82/1 measuring 5 acres 25 guntas,
- (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
- (3) Sy.No.84/2 measuring 6 acres 25 guntas,
- (4) Sy.No.84/1A measuring 2 acres 23 guntas,
- (5) Sy. No. 84/2/1 & 84/1/C in respect of Land Sy. No. 84 Hissa No.1C measuring 3 acres 21 guntas and Sy. No. 84/2
- (6) Sy.No.84/2/2 in respect of land bearing Sy. No. 84 Hissa No.2 totally measuring 2 acres 26 guntas
- (7) Sy. No. 84/2/3 (A) Sy.No.84/3 measuring 7 acres 32 Guntas (B) Land in Sy.No.84/3 measuring 7 acres 32 guntas (C) Sy.No.84/3 measuring 7 acres 32 guntas
- (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
- (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
- (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
- (11) Sy.No.85/6A measuring 3 acres 1 guntas
- (12) Sy.No.85/1 measuring 1 acres 20 guntas
- (13) Sy.No.85/2 measuring 1 acre 3 guntas
- (14) Sy.No.85/3 measuring 02 acres 21 guntas
- (15) Sy.No.85/4 measuring 1 acres 28 guntas
- (16) Sy.No.85/5 measuring 01 acre 16 guntas
- (17) Sy.No.83/1 measuring 02 acres 27 guntas and Sy. No. 83/2 measuring 02 acres 26 guntas
- (18) Sy.No.84/1 measuring 01 acres 15 guntas all situate at Village Bajolga Tq. Bhalki
- (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No.B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
- (20) Site No. 103 in Sy No. 10 & 11
- (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
- (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
- (23) Plot No. 32
- (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
- (25) Sy.No.81/1 measuring 02 acres 34 guntas,
- (26) Sy.No.81/2 measuring 02 acres 37 guntas
- (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
- (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
- (29) Sy.No.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar
- (30) Open Plot No. 4, 7, 8, 9, 10,13, 14, 15, 16, 17, 18, 19, 20, 21, 22,23, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36, 37, 40, 41,42,43,44,45, 46 situated at 'Bhalkeshwar Colony' Bhalki Town Tq Bhalki Dist. Bidar and plots measuring totally 57898sq. ft.

- (31) Gat No. 156(S. No. 53), Boraj, Tal-Maval, Dist-Pune
 (32) H. No. 5-35/144-A(Old #5-36/11) on Plot No. 111 in Sy. No. 394, 395 and 396 admeasuring 300 sq. yards, situated at Prasanth Nagar, Kukatpally, GHMC, Hyderabad
 (33) Sy. No. 53/1 admeasuring 0 Hectare 07.5 Acres situated at Ghorpadi, Pune
 (34) Land admeasuring 00H 04R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune
 (35) Land admeasuring 00H 18R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune

viii. Second Charge by way of Hypothecation of Plant and Machineries at

- Milling Plant
- Clarification Plant
- Evaporation & Boiling Plant
- Cooling, Curing and Drying Plant
- Steam Generation Plant
- Power Plant

ix. Second Charge by way of Hypothecation of Sugar Stock

x. Second Charge by way of Hypothecation of Distillery Stock

xi. Second Charge by way of Mortgage of 99.23 Acres of land at

SCHEDULE PROPERTY

(DESCRIPTION OF THE LAND MORTGAGED IN FAVOUR OF THE CREDITORS)

Phase-I			
Sl.No.	Gat/Sy.No.	Village	Acres/Guntas
1	82/1	Bajolga	3.25
2	82/2	Bajolga	3.12
3	82/2	Bajolga	3.13
4	82/2	Bajolga	3.13
5	84/2	Bajolga	6.21
6	84/2/3	Bajolga	2.23
7	84/2/1	Bajolga	1.17
8	84/2/2	Bajolga	2.26
9	84/3	Bajolga	2.05
10	84/3	Bajolga	2.30
11	84/3	Bajolga	2.35
12	84/2/4	Bajolga	3.30
13	84/2/5	Bajolga	.21
14	84/2/6	Bajolga	1.05
15	85/6	Bajolga	2.38
16	85/1	Bajolga	1.20
17	85/2	Bajolga	1.03
18	85/3	Bajolga	2.21
19	85/4	Bajolga	1.28
20	85/5	Bajolga	1.16
21	83/1	Bajolga	2.27
22	83/2	Bajolga	2.26
23	84/1	Bajolga	1.00
24	56	Bajolga	2.00
25	84/x/1	Bajolga	3.27
Total			65.07

Phase-II			
Sl.No.	Gat/Sy.No.	Village	Acres/Guntas
1	71/1	Bajolga	7.05
2	71/1	Bajolga	6.00
3	81/4	Bajolga	2.34
4	81/2	Bajolga	2.37
5	82/3	Bajolga	9.12
6	82/5	Bajolga	.28
7	82/4	Bajolga	2.13
8	82/6	Bajolga	3.07
Total			34.16
Grand Total			99.23

- xii. Second Charge on the whole of the Current Assets of the Borrower namely, Stocks of Raw Materials, Stocks in Process, Semi-finished and Finished Goods, Stores and Spares not relating to Plant and Machinery (Consumables Stores and Spares), Bills Receivable and Book Debts and all other movables, both present and future whether now lying loose or in cases or which are now lying or stored in or about or shall hereinafter from time to time during the continuance of the security of these presents be brought in to or upon or be stored or be in or about of the Borrower's factories, premises and godowns

situated at Bajolga Village Bhalki or wherever else the same may be or be held by any party to the Order or disposition of the Borrower or in the course of transit or in the course of transit or on high seas or on order or delivery, howsoever and wheresoever in the possession of the Borrower either by way of substitution or addition.

- xiii. Second Charge on all Fixed Assets of the Borrower, present and future including movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

Note 2- UNION BANK OF INDIA

- i. First Charge with Punjab National Bank, Central Bank of India and The Karnataka State Co-Operative Apex Bank on all and singular the whole of the borrower's movable properties in relation to the project including plant and machinery (whether attached or otherwise), electronics spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the project
- ii. Second Charge with Punjab National Bank, Central Bank of India and The Karnataka State Co-Operative Apex Bank on the operating cash flows, book debts, receivables, commissions, treasury income, revenues of whatsoever nature and wherever arising pertaining to the project, present and future
- iii. First Charge with Punjab National Bank, Central Bank of India and The Karnataka State Co-Operative Apex Bank on all the rights, title, interest, benefit, claims & demands whatsoever of the borrower (i) in, to, under or in respect of project documents pertaining to its project, (ii) in, to, under or in respect of any letter of credit, guarantee or performance bond there may be provided by way of counter party to any project documents in favour of the

- borrower duly acknowledged and consented to, where required, by the relevant counter parties to such project documentation (ii) In the clearances pertaining to its project (iv) In Insurance contracts/Insurance proceeds pertaining to its project (v) In & to all the reserve including without limit Debt Serve Reserve Account or any other bank accounts of the borrower pertaining to its project wherever maintained and operated and all amounts received to the credit of such account and all securities instruments investments and other property deposited therein credit thereto or required to be deposited therein and credit thereto (vi) In all the intangible assets including but not limited to the goodwill, trademark, uncalled capital pertaining to its project
- iv. First Charge with Punjab National Bank, Central Bank of India and The Karnataka State Co-Operative Apex Bank by way of equitable mortgage of the immovable properties with all building, structures/fixtures (existing and to be constructed) at
- (1) Sy.No.82/1 - 5 acres 25 guntas
 - (2) Sy.No.82/2 - 9 acres 38 guntas,
 - (3) Sy.No.84/2 - 6 acres 25 guntas,
 - (4) Sy.No.84/1A - 2 acres 23 guntas,
 - (5) Sy.No.84/2/1 - 1 acre 17 guntas
 - (6) Sy.No.84/1/C - 3 acres 21 guntas
 - (7) Sy.No.84/2/2 - 2 acres 26 guntas
 - (8) Sy.No.84/2/3 - 7 acres 32 guntas
 - (9) Sy.No.84/2/4 - 3 acres 31 guntas
 - (10) Sy.No.84/2/5 - 21 guntas,
 - (11) Sy.No.84/2/6 - 1 acre 6 guntas,
 - (12) Sy.No.85/6A - 3 acres 1 gunta,
 - (13) Sy.No.85/1 - 1 acre 20 guntas,
 - (14) Sy.No.85/2 - 1 acre 3 guntas
 - (15) Sy.No.85/3/B - 2 acres 21 gunas
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 - (17) Sy.No.85/5 - 1 acre 16 guntas
 - (18) Sy.No.83/1 - 2 acres 27 guntas
 - (19) Sy.No.83/2 - 2 acres 26 guntas
 - (20) Sy.No.84/1AP - 1 acre all located in Bajola Tq. Bhalki
 - (21) Sy.No.56/B - 2 acres at Mavaninahalli Tq. Bhalki
 - (22) Site No. 103 in Sy No. 10 and 11
 - (23) TMC No. 4-6-49 (Old), 4-6-59 (New) situated at Khandre Galli at Gunj Area, Tahsil Office Road, Bhalki Bidar
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- (1) (a) Land bearing Survey No.71/1 measuring 07 acres 05 guntas L/ /R of Rs.12-24 ps situatd at village Bajolga tq Bhalki Dist. Bidar and (b) land bearing survey No.71/1 measuring 06 acres R/A of Rs. 11-00 ps at village, Bajolga tq. Bhalki Dist. Bidar
 - (2) land bearing survey No.81/1 measuring 02 acres 34 guntas LR of Rs 6-00 ps situated at village, Bajolga Dist. Bidar

(3) Land bearing survey No.81/2, measuring 02 acres 37 guntas LR of Rs 05-54 ps situated at village Bajolga tq. Bidar Dist. Bidar

(4) Land bearing survey No.82/3 in all measuring 09 acres 12 guntas LR of Rs.9.86 ps situated at village, Bajolga tq. Bhalki Dist., Bidar (a) Ist Tika measuring 01 acre,22 guntas, situated at village, Bajolga Tq. Bhalki Dist. Bidar (b) IInd Tika 03 acres, 35 guntas situated at village, Bajolga tq. Bhalki Dist. Bidar (c) IIIrd tika measuring 03 acres 35 guntas situated at village, Bajolga tq. Bhalki dist. Bidar

(5) (a) land bearing survey No.82/3 measuring 00 acre 28 guntas L/R of Rs 00-74 ps and (b) Sy.No.82/3 measuring 2 acres 13 guntas of L/R of 2.46 ps both lands situated at Bajolga dist. Bidar Dist.

(6) Land bearing survey No.82/6 measuring 3 acres 07 guntas LR of Rs 3.37 ps situate at village, Bajolga tq. Bhalki dist. Bidar

In All Measuring 34 Acres 16 Guntas

- vi. Pari Passu First Charge with Punjab National Bank and Central Bank of India on the whole of the Current Assets of the Borrower namely, Stocks of Raw Materials, Stocks in Process, Semi-finished and Finished Goods, Stores and Spares not relating to Plant and Machinery (Consumables Stores and Spares), Bills Receivable and Book Debts and all other movables, both present and future whether now lying loose or in cases or which are now lying or stored in or about or shall hereinafter from time to time during the continuance of the security of these presents be brought in to or upon or be stored or be in or about of the Borrower's factories, premises and godowns situated at Bajolga Village Bhalki or wherever else the same may be or be held by any party to the Order or disposition of the Borrower or in the course of transit or in the course of transit or on high seas or on order or delivery, howsoever and wheresoever in the possession of the Borrower either by way of substitution or addition.
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- viii. Second Charge by way of Second Mortgage created by deposit of title deeds with Punjab National Bank and Central Bank of India on land with all buildings, structures and fittings (existing and to be constructed) situate in

- (1) Sy.No.82/1 measuring 5 acres 25 guntas,
- (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
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- (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
- (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
- (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
- (11) Sy.No.85/6A measuring 3 acres 1 guntas
- (12) Sy.No.85/1 measuring 1 acres 20 guntas
- (13) Sy.No.85/2 measuring 1 acre 3 guntas
- (14) Sy.No.85/3B measuring 02 acres 21 guntas
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- (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No.B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
- (20) Site No. 103 in Sy No. 10 & 11
- (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
- (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
- (23) Plot No. 32
- (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
- (25) Sy.No.81/1 measuring 02 acres 34 guntas,
- (26) Sy.No.81/2 measuring 02 acres 37 guntas
- (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
- (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
- (29) Sy.no.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar

- ix. Pari Passu First Charge with Punjab National Bank and Central Bank of India on the entire stocks of raw materials, stock in process, semi-finished goods/finished goods, stores and other consumable spares (not relating to plant and machinery), book debts; receivables and all other current assets present and future of the borrower's project.

Note 3 - CENTRAL BANK OF INDIA

- i. First Charge with Union Bank of India, Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited on all and singular the whole of the borrower's movable properties in relation to the project including plant and machinery (whether attached or otherwise), electronics spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the project
- ii. Second Charge with Union Bank of India, Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited on the operating cash flows, book debts, receivables, commissions, treasury income, revenues of whatsoever nature and wherever arising pertaining to the project, present and future
- iii. First Charge with Union Bank of India, Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited on all the rights, title, interest, benefit, claims & demands whatsoever of the borrower (i) in, to, under or in respect of project documents pertaining to its project, (ii) in, to, under or in respect of any letter of credit, guarantee or performance bond there may be provided by way of counter party to any project documents in favour of the borrower duly acknowledged and consented to, where required, by the relevant counter parties to such project documentation (ii) In the clearances pertaining to its project (iv) In Insurance contracts/Insurance proceeds pertaining to its project (v) In & to all the reserve including without limit Debt Serve Reserve Account or any other bank accounts of the borrower pertaining to its project wherever maintained and operated and all amounts received to the credit of such account and all securities instruments investments and other property deposited therein credit thereto or required to be deposited therein and credit thereto (vi) In all the intangible assets including but not limited to the goodwill, trademark, uncalled capital pertaining to its project
- iv. First Charge with Union Bank of India, Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited by way of equitable mortgage of the immovable properties with all building, structures/fixtures (existing and to be constructed) at
 - (1) Sy.No.82/1 - 5 acres 25 guntas
 - (2) Sy.No.82/2 - 9 acres 38 guntas,
 - (3) Sy.No.84/2 - 6 acres 25 guntas,
 - (4) Sy.No.84/1A - 2 acres 23 guntas,
 - (5) Sy.No.84/2/1 - 1 acre 17 guntas
 - (6) Sy.No.84/1/C - 3 acres 21 guntas
 - (7) Sy.No.84/2/2 - 2 acres 26 guntas
 - (8) Sy.No.84/2/3 - 7 acres 32 guntas
 - (9) Sy.No.84/2/4 - 3 acres 31 guntas
 - (10) Sy.No.84/2/5 - 21 guntas,
 - (11) Sy.No.84/2/6 - 1 acre 6 guntas,
 - (12) Sy.No.85/6A - 3 acres 1 gunta,
 - (13) Sy.No.85/1 - 1 acre 20 guntas,
 - (14) Sy.No.85/2 - 1 acre 3 guntas
 - (15) Sy.No.85/3/B - 2 acres 21 gunas
 - (16) Sy.No.85/4 - 1 acre 28 guntas
 - (17) Sy.No.85/5 - 1 acre 16 guntas
 - (18) Sy.No.83/1 - 2 acres 27 guntas

- (19) Sy.No.83/2 - 2 acres 26 guntas
 - (20) Sy.No.84/1AP - 1 acre all located in Bajola Tq. Bhalki
 - (21) Sy.No.56/B - 2 acres at Mavaninahalli Tq. Bhalki
 - (22) Site No. 103 in Sy No. 10 and 11
 - (23) TMC No. 4-6-49 (Old), 4-6-59 (New) situated at Khandre Galli at Gunj Area, Tahsil Office Road, Bhalki Bidar
 - (24) Plot No. 32
 - (25) TMC No. 5-2-126 Old TMC No. 5-1-135/1
- v. Pari Passu First Charge with Union Bank of India, Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited on immovable properties of the company with all buildings, structures, thereon, fixtures and fittings, constructed, erected or installed thereon or to be constructed, erected or installed thereon situate at
- (1) (a) Land bearing Survey No.71/1 measuring 07 acres 05 guntas L//R of Rs.12-24 ps situated at village Bajolga tq Bhalki Dist. Bidar and (b) land bearing survey No.71/1 measuring 06 acres R/A of Rs. 11-00 ps at village, Bajolga tq. Bhalki Dist. Bidar
 - (2) land bearing survey No.81/1 measuring 02 acres 34 guntas LR of Rs 6-00 ps situated at village, Bajolga Dist. Bidar
 - (3) Land bearing survey No.81/2, measuring 02 acres 37 guntas LR of Rs 05-54 ps situated at village Bajolga tq. Bidar Dist. Bidar
 - (4) Land bearing survey No.82/3 in all measuring 09 acres 12 guntas LR of Rs.9.86 ps situated at village, Bajolga tq. Bhalki Dist., Bidar (a) Ist Tika measuring 01 acre,22 guntas, situated at village, Bajolga Tq. Bhalki Dist. Bidar (b) IInd Tika 03 acres, 35 guntas situated at village, Bajokga tq. Bhalki Dist. Bidar (c) IIIrd tika measuring 03 acres 35 guntas situated at village, Bajolga tq. Bhalki dist. Bidar
 - (5) (a) land bearing survey No.82/3 measuring 00 acre 28 guntas L/R of Rs 00-74 ps and (b) Sy.No.82/3 measuring 2 acres 13 guntas of L/R of 2.46 ps both lands situated at Bajolga dist. Bidar Dist.
 - (6) Land bearing survey No.82/6 measuring 3 acres 07 guntas LR of Rs 3.37 ps situate at village, Bajolga tq. Bhalki dist. Bidar
- In All Measuring 34 Acres 16 Guntas
- vi. Pari Passu First Charge with Punjab National Bank and Union Bank of India on the whole of the Current Assets of the Borrower namely, Stocks of Raw Materials, Stocks in Process, Semi-finished and Finished Goods, Stores and Spares not relating to Plant and Machinery (Consumables Stores and Spares), Bills Receivable and Book Debts and all other movables, both present and future whether now lying loose or in cases or which are now lying or stored in or about or shall hereinafter from time to time during the continuance of the security of these presents be brought in to or upon or be stored or be in or about of the Borrower's factories, premises and godowns situated at Bajolga Village Bhalki or wherever else the same may be or be held by any party to the Order or disposition of the Borrower or in the course of transit or in the course of transit or on high seas or on order or delivery, howsoever and wheresoever in the possession of the Borrower either by way of substitution or addition.
- vii. Pari Passu Second Charge with Punjab National Bank and Union Bank of India on all Fixed Assets of the Borrower, present and future including movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying

or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

- viii. Pari Passu First Charge with Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited by way of hypothecation on movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.
- ix. Second Charge by way of Second Mortgage created by deposit of title deeds with Punjab National Bank and Union Bank of India on land with all buildings, structures and fittings (existing and to be constructed) situate in
- (1) Sy.No.82/1 measuring 5 acres 25 guntas,
 - (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
 - (3) Sy.No.84/2 measuring 6 acres 25 guntas,
 - (4) Sy.No.84/1A measuring 2 acres 23 guntas,
 - (5) Sy. No. 84/2/1 & 84/1/C in respect of Land Sy. No. 84 Hissa No.1C measuring 3 acres 21 guntas and Sy. No. 84/2
 - (6) Sy.No.84/2/2 in respect of land bearing Sy. No. 84 Hissa No.2 totally measuring 2 acres 26 guntas

- (7) Sy. No. 84/2/3 (A) Sy.No.84/3 measuring 7 acres 32 Guntas (B) Land in Sy.No.84/3 measuring 7 acres 32 guntas (C) Sy.No.84/3 measuring 7 acres 32 guntas
 - (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
 - (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
 - (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
 - (11) Sy.No.85/6A measuring 3 acres 1 guntas
 - (12) Sy.No.85/1 measuring 1 acres 20 guntas
 - (13) Sy.No.85/2 measuring 1 acre 3 guntas
 - (14) Sy.No.85/3B measuring 02 acres 21 guntas
 - (15) Sy.No.85/4 measuring 1 acres 28 guntas
 - (16) Sy.No.85/5 measuring 01 acres Acres 16 guntas
 - (17) Sy.No.83/1 measuring 02 acres 27 guntas and Sy. No. 83/2 measuring 02 acres 26 guntas
 - (18) Sy.No.84/1AP measuring 01 acres 15 guntas all situate at Village Bajolga Tq. Bhalki
 - (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No.B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
 - (20) Site No. 103 in Sy No. 10 & 11
 - (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
 - (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
 - (23) Plot No. 32
 - (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
 - (25) Sy.No.81/1 measuring 02 acres 34 guntas,
 - (26) Sy.No.81/2 measuring 02 acres 37 guntas
 - (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
 - (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
 - (29) Sy.no.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar
- x. Pari Passu First Charge with Union Bank of India and Punjab National Bank on the entire stocks of raw materials, stock in process, semi-finished goods/finished goods, stores and other consumable spares (not relating to plant and machinery), book debts; receivables and all other current assets present and future of the borrower's project.
 - xi. Pari Passu Second Charge by way of Second Mortgage created by deposit of title deeds with Punjab National Bank and The Karnataka State Co-Operative Apex Bank Limited on land with all buildings, structures and fittings (existing and to be constructed) situate in
 - (1) Sy.No.82/1 measuring 5 acres 25 guntas,
 - (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
 - (3) Sy.No.84/2 measuring 6 acres 25 guntas,
 - (4) Sy.No.84/1A measuring 2 acres 23 guntas,
 - (5) Sy. No. 84/2/1 & 84/1/C in respect of Land Sy. No. 84 Hissa No.1C measuring 3 acres 21 guntas and Sy. No. 84/2
 - (6) Sy.No.84/2/2 in respect of land bearing Sy. No. 84 Hissa No.2 totally measuring 2 acres 26 guntas

- (7) Sy. No. 84/2/3 (A) Sy.No.84/3 measuring 7 acres 32 Gts Guntas (B) Land in Sy.No.84/3 measuring 7 acres 32 guntas (C) Sy.No.84/3 measuring 7 acres 32 guntas
- (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
- (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
- (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
- (11) Sy.No.85/6A measuring 3 acres 1 guntas
- (12) Sy.No.85/1 measuring 1 acres 20 guntas
- (13) Sy.No.85/2 measuring 1 acre 3 guntas
- (14) Sy.No.85/3 measuring 02 acres 21 guntas
- (15) Sy.No.85/4 measuring 1 acres 28 guntas
- (16) Sy.No.85/5 measuring 01 acre 16 guntas
- (17) Sy.No.83/1 measuring 02 acres 27 guntas and Sy. No. 83/2 measuring 02 acres 26 guntas
- (18) Sy.No.84/1 measuring 01 acres 15 guntas all situate at Village Bajolga Tq. Bhalki
- (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No.B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
- (20) Site No. 103 in Sy No. 10 & 11
- (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
- (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
- (23) Plot No. 32
- (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
- (25) Sy.No.81/1 measuring 02 acres 34 guntas,
- (26) Sy.No.81/2 measuring 02 acres 37 guntas
- (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
- (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
- (29) Sy.No.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar
- (30) Open Plot No. 4, 7, 8, 9, 10,13, 14, 15, 16, 17, 18, 19, 20, 21, 22,23, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36, 37, 40, 41,42,43,44,45, 46 situated at 'Bhalkeshwar Colony' Bhalki Town Tq Bhalki Dist. Bidar and plots measuring totally 57898sq. ft.
- (31) Gat No. 156(S. No. 53), Boraj, Tal-Maval, Dist-Pune
- (32) H. No. 5-35/144-A(Old #5-36/11) on Plot No. 111 in Sy. No. 394, 395 and 396 admeasuring 300 sq. yards, situated at Prasanth Nagar, Kukatpally, GHMC, Hyderabad
- (33) Sy. No. 53/1 admeasuring 0 Hectare 07.5 Acres situated at Ghorpadi, Pune
- (34) Land admeasuring 00H 04R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune
- (35) Land admeasuring 00H 18R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune

- xii. Pari Passu First Charge with Punjab National Bank by way of pledge of ware house receipts

Note 4 - PUNJAB NATIONAL BANK (LEAD BANK)

- i. First Charge with Union Bank of India, Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited on all and singular the whole of the borrower's movable properties in relation to the project including plant and machinery (whether attached or otherwise), electronics spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the project
- ii. Second Charge with Union Bank of India, Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited on the operating cash flows, book debts, receivables, commissions, treasury income, revenues of whatsoever nature and wherever arising pertaining to the project, present and future
- iii. First Charge with Union Bank of India, Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited on all the rights, title, interest, benefit, claims & demands whatsoever of the borrower (i) in, to, under or in respect of project documents pertaining to its project, (ii) in, to, under or in respect of any letter of credit, guarantee or performance bond there may be provided by way of counter party to any project documents in favour of the borrower duly acknowledged and consented to, where required, by the relevant counter parties to such project documentation (ii) In the clearances pertaining to its project (iv) In Insurance contracts/Insurance proceeds pertaining to its project (v) In & to all the reserve including without limit Debt Serve Reserve Account or any other bank accounts of the borrower pertaining to its project wherever maintained and operated and all amounts received to the credit of such account and all securities instruments investments and other property deposited therein credit thereto or required to be deposited therein and credit thereto (vi) In all the intangible assets including but not limited to the goodwill, trademark, uncalled capital pertaining to its project
- iv. First Charge with Union Bank of India, Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited by way of equitable mortgage of the immovable properties with all building, structures/fixtures (existing and to be constructed) at
 - (1) Sy.No.82/1 - 5 acres 25 guntas
 - (2) Sy.No.82/2 - 9 acres 38 guntas,
 - (3) Sy.No.84/2 - 6 acres 25 guntas,
 - (4) Sy.No.84/1A - 2 acres 23 guntas,
 - (5) Sy.No.84/2/1 - 1 acre 17 guntas

- (6) Sy.No.84/1/C - 3 acres 21 guntas
 - (7) Sy.No.84/2/2 - 2 acres 26 guntas
 - (8) Sy.No.84/2/3 - 7 acres 32 guntas
 - (9) Sy.No.84/2/4 - 3 acres 31 guntas
 - (10) Sy.No.84/2/5 - 21 guntas,
 - (11) Sy.No.84/2/6 - 1 acre 6 guntas,
 - (12) Sy.No.85/6A - 3 acres 1 gunta,
 - (13) Sy.No.85/1 - 1 acre 20 guntas,
 - (14) Sy.No.85/2 - 1 acre 3 guntas
 - (15) Sy.No.85/3/B - 2 acres 21 gunas
 - (16) Sy.No.85/4 - 1 acre 28 guntas
 - (17) Sy.No.85/5 - 1 acre 16 guntas
 - (18) Sy.No.83/1 - 2 acres 27 guntas
 - (19) Sy.No.83/2 - 2 acres 26 guntas
 - (20) Sy.No.84/1AP - 1 acre all located in Bajola Tq. Bhalki
 - (21) Sy.No.56/B - 2 acres at Mavaninahalli Tq. Bhalki
 - (22) Site No. 103 in Sy No. 10 and 11
 - (23) TMC No. 4-6-49 (Old), 4-6-59 (New) situated at Khandre Galli at Gunj Area, Tahsil Office Road, Bhalki Bidar
 - (24) Plot No. 32
 - (25) TMC No. 5-2-126 Old TMC No. 5-1-135/1
- v. Pari Passu First Charge with Union Bank of India, Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited on immovable properties of the company with all buildings, structures, thereon, fixtures and fittings, constructed, erected or installed thereon or to be constructed, erected or installed thereon situate at
- (1) (a) Land bearing Survey No.71/1 measuring 07 acres 05 guntas L//R of Rs.12-24 ps situated at village Bajolga tq Bhalki Dist. Bidar and (b) land bearing survey No.71/1 measuring 06 acres R/A of Rs. 11-00 ps at village, Bajolga tq. Bhalki Dist. Bidar
 - (2) land bearing survey No.81/1 measuring 02 acres 34 guntas LR of Rs 6-00 ps situated at village, Bajolga Dist. Bidar
 - (3) Land bearing survey No.81/2, measuring 02 acres 37 guntas LR of Rs 05-54 ps situated at village Bajolga tq. Bidar Dist. Bidar
 - (4) Land bearing survey No.82/3 in all measuring 09 acres 12 guntas LR of Rs.9.86 ps situated at village, Bajolga tq. Bhalki Dist., Bidar (a) Ist Tika measuring 01 acre,22 guntas, situated at village, Bajolga Tq. Bhalki Dist. Bidar (b) IInd Tika 03 acres, 35 guntas situated at village, Bajokga tq. Bhalki Dist. Bidar (c) IIIrd tika measuring 03 acres 35 guntas situated at village, Bajolga tq. Bhalki dist. Bidar
 - (5) (a) land bearing survey No.82/3 measuring 00 acre 28 guntas L/R of Rs 00-74 ps and (b) Sy.No.82/3 measuring 2 acres 13 guntas of L/R of 2.46 ps both lands situated at Bajolga dist. Bidar Dist.
 - (6) Land bearing survey No.82/6 measuring 3 acres 07 guntas LR of Rs 3.37 ps situate at village, Bajolga tq. Bhalki dist. Bidar
- In All Measuring 34 Acres 16 Guntas
- vi. Pari Passu First Charge with Union Bank of India and Central Bank of India on the whole of the Current Assets of the Borrower namely, Stocks of Raw Materials, Stocks in Process, Semi-finished and Finished Goods, Stores and Spares not relating to Plant and Machinery (Consumables Stores and Spares), Bills Receivable and Book Debts and all other movables, both present and

future whether now lying loose or in cases or which are now lying or stored in or about or shall hereinafter from time to time during the continuance of the security of these presents be brought in to or upon or be stored or be in or about of the Borrower's factories, premises and godowns situated at Bajolga Village Bhalki or wherever else the same may be or be held by any party to the Order or disposition of the Borrower or in the course of transit or in the course of transit or on high seas or on order or delivery, howsoever and wheresoever in the possession of the Borrower either by way of substitution or addition.

- vii. Pari Passu Second Charge with Union Bank of India and Central Bank of India on all Fixed Assets of the Borrower, present and future including movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.
- viii. Pari Passu First Charge with Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited by way of hypothecation on movable properties in relation to the Project including movable plant and machinery (whether attached or otherwise), electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment pertaining to the Project, present and future, whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time, during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises, warehouses, stockyards and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Deed belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights, and incidentals attached thereto which are now or shall at

- anytime hereafter be owned and/or acquired by the Borrower and all right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.
- ix. Second Charge by way of Second Mortgage created by deposit of title deeds with Union Bank of India and Central Bank of India on land with all buildings, structures and fittings (existing and to be constructed) situate in
- (1) Sy.No.82/1 measuring 5 acres 25 guntas,
 - (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
 - (3) Sy.No.84/2 measuring 6 acres 25 guntas,
 - (4) Sy.No.84/1A measuring 2 acres 23 guntas,
 - (5) Sy. No. 84/2/1 & 84/1/C in respect of Land Sy. No. 84 Hissa No.1C measuring 3 acres 21 guntas and Sy. No. 84/2
 - (6) Sy.No.84/2/2 in respect of land bearing Sy. No. 84 Hissa No.2 totally measuring 2 acres 26 guntas
 - (7) Sy. No. 84/2/3 (A) Sy.No.84/3 measuring 7 acres 32 Gts Guntas (B) Land in Sy.No.84/3 measuring 7 acres 32 guntas (C) Sy.No.84/3 measuring 7 acres 32 guntas
 - (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
 - (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
 - (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
 - (11) Sy.No.85/6A measuring 3 acres 1 guntas
 - (12) Sy.No.85/1 measuring 1 acres 20 guntas
 - (13) Sy.No.85/2 measuring 1 acre 3 guntas
 - (14) Sy.No.85/3B measuring 02 acres 21 guntas
 - (15) Sy.No.85/4 measuring 1 acres 28 guntas
 - (16) Sy.No.85/5 measuring 01 acres Acres 16 guntas
 - (17) Sy.No.83/1 measuring 02 acres 27 guntas and Sy. No. 83/2 measuring 02 acres 26 guntas
 - (18) Sy.No.84/1AP measuring 01 acres 15 guntas all situate at Village Bajolga Tq. Bhalki
 - (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No. B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
 - (20) Site No. 103 in Sy No. 10 & 11
 - (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
 - (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
 - (23) Plot No. 32
 - (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
 - (25) Sy.No.81/1 measuring 02 acres 34 guntas,
 - (26) Sy.No.81/2 measuring 02 acres 37 guntas
 - (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
 - (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
 - (29) Sy.no.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar
- x. Pari Passu First Charge with Union Bank of India and Central Bank of India on the entire stocks of raw materials, stock in process, semi-finished

goods/finished goods, stores and other consumable spares (not relating to plant and machinery), book debts; receivables and all other current assets present and future of the borrower's project.

- xi. Pari Passu Second Charge by way of Second Mortgage created by deposit of title deeds with Central Bank of India and The Karnataka State Co-Operative Apex Bank Limited on land with all buildings, structures and fittings (existing and to be constructed) situate in

- (1) Sy.No.82/1 measuring 5 acres 25 guntas,
- (2) Sy. No. 82/2 in respect of land (A) Sy.No.82/2 measuring 9 acres 38 guntas, (B) Sy.No.82/2 measuring 6 acres 25 guntas,) (C) Sy.No.82/2 measuring 9 acres 38 guntas
- (3) Sy.No.84/2 measuring 6 acres 25 guntas,
- (4) Sy.No.84/1A measuring 2 acres 23 guntas,
- (5) Sy. No. 84/2/1 & 84/1/C in respect of Land Sy. No. 84 Hissa No.1C measuring 3 acres 21 guntas and Sy. No. 84/2
- (6) Sy.No.84/2/2 in respect of land bearing Sy. No. 84 Hissa No.2 totally measuring 2 acres 26 guntas
- (7) Sy. No. 84/2/3 (A) Sy.No.84/3 measuring 7 acres 32 Guntas (B) Land in Sy.No.84/3 measuring 7 acres 32 guntas (C) Sy.No.84/3 measuring 7 acres 32 guntas
- (8) Sy. No. 84/2/4 in respect of land Sy.No.84/4 measuring 3 acres 31 guntas
- (9) Sy. No. 84/2/5 in respect of land Sy.No.84/5 measuring 00 acres 21 guntas
- (10) Sy. No. 84/2/6 in respect of land Sy.No.84/6 measuring 01 acres 06 guntas,
- (11) Sy.No.85/6A measuring 3 acres 1 guntas
- (12) Sy.No.85/1 measuring 1 acres 20 guntas
- (13) Sy.No.85/2 measuring 1 acre 3 guntas
- (14) Sy.No.85/3 measuring 02 acres 21 guntas
- (15) Sy.No.85/4 measuring 1 acres 28 guntas
- (16) Sy.No.85/5 measuring 01 acre 16 guntas
- (17) Sy.No.83/1 measuring 02 acres 27 guntas and Sy. No. 83/2 measuring 02 acres 26 guntas
- (18) Sy.No.84/1 measuring 01 acres 15 guntas all situate at Village Bajolga Tq. Bhalki
- (19) Sy.No.56/B in respect of land nearing Sy No. 56 Hissa No.B totally measuring 9 acres 39 guntas situate at village Mavaninahalli Tq.Bhalki
- (20) Site No. 103 in Sy No. 10 & 11
- (21) House TMC No. 5-2-126 (Old TMC No. 5-1-135/1)
- (22) House TMC No. 4-6-49(Old) and New No. 4-6-59
- (23) Plot No. 32
- (24) Sy.No.71/1 measuring 7 acres 5 guntas (b) Sy.No.71/ measuring 06 acres
- (25) Sy.No.81/1 measuring 02 acres 34 guntas,
- (26) Sy.No.81/2 measuring 02 acres 37 guntas
- (27) Sy.No.82/3 in all measuring 09 acres 12 guntas
- (28) (a) Sy.No.82/3 measuring 00 acres 28 guntas (b) Sy.No.82/3 measuring 2 acres 13 guntas
- (29) Sy.No.82/6 measuring 3 acres 7 guntas all at Bajolga tq. Bhalki Dist. Bidar
- (30) Open Plot No. 4, 7, 8, 9, 10,13, 14, 15, 16, 17, 18, 19, 20, 21, 22,23, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36, 37, 40, 41,42,43,44,45, 46 situated

- at 'Bhalkeshwar Colony' Bhalki Town Tq Bhalki Dist. Bidar and plots measuring totally 57898sq. ft.
- (31) Gat No. 156(S. No. 53), Boraj, Tal-Maval, Dist-Pune
- (32) H. No. 5-35/144-A(Old #5-36/11) on Plot No. 111 in Sy. No. 394, 395 and 396 admeasuring 300 sq. yards, situated at Prasanth Nagar, Kukatpally, GHMC, Hyderabad
- (33) Sy. No. 53/1 admeasuring 0 Hectare 07.5 Acres situated at Ghorpadi, Pune
- (34) Land admeasuring 00H 04R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune
- (35) Land admeasuring 00H 18R out of Sy. No. 34/1A/2/1/1 situated at Village Manjari Budruk, and within the Sub Registration of Haveli, District, Pune
- xii. Pari Passu First Charge with Central Bank of India by way of pledge of warehouse receipts

Note 5- IFCI LIMITED

Property Owned by CD

- i. First Pari Passu Charge with Punjab National Bank, The Karnataka State Co-Operative Apex Bank Limited, Central Bank of India and Union Bank of India over the whole of the movable properties of the Borrower pertaining to its sugar plant at Bhalkeshwar Sugars Limited at Bajolga, Bhalki, District Bidar, including its movable plant and machinery, machinery spares, tools and accessories and other movable, both present and future (save and except book-debts) whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of security of these presents be brought into or upon or be in or about all the Borrower's factories, premises and godown situated at Bhalkeshwar Sugars Limited at Bajolga, Bhalki, District Bidar or wherever else the same may be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and wherever in the possession of the Borrower and either by way of substitution or addition.
- ii. First Pari Passu Charge with Punjab National Bank, The Karnataka State Co-Operative Apex Bank Limited, Central Bank of India and Union Bank of India over the all that piece and parcel of non-agricultural land, agricultural land together with all premises, buildings and structures, fittings and fixtures being lying and situated thereon situated at Bajolga Village, Taluka Bhalki, District Bidar admeasuring approximately 99 acres 23 guntas

Mortgage of Land Details Phase-I		
Sl.No.	Gat/Sy.No.	Area in Acres-guntas at 0.010
1	82/1	5.25
2A	82/2	3.12
B	82/2	3.13
C	82/2	3.13
3	84/2	6.21
4	84/1/3	2.23
5	84/2/1	1.17
6	84/2/2	2.26
7A	84/3	2.05
B	84/3	2.30
C	84/3	2.35
8	84/2/4	3.30
9	84/2/5	0.21
10	84/2/6	1.05
11	85/6	2.38
12	85/1	1.20
13	85/2	1.03
14	85/3	2.21
15	85/4	1.28
16	85/5	1.16
17	83/1	2.27
B	83/2	2.26
18	84/01	1.00
19	56/12	2.00 <i>mavin hall</i>
20	84/1	3.21 <i>batolaga</i>
Phase I		65.07
Mortgage of Land Details Phase-II		
1	71/1	7.05 <i>batolaga</i>
B	71/1	6.00
2	81/4	2.34
3	81/2	2.37
4A	82/3	9.12
5A	82/5	0.28
B	82/4	2.13
6	82/6	3.07
Phase II		34.16
Total (Phase I + Phase II)		99.23 Acres.

- iii. Exclusive Charge on the ESCROW Receivables lying in the Escrow Account bearing Account Number 2273002900000483 opened with Punjab National Bank.