

**LIST OF FINANCIAL CREDITORS
OF
LAVASA CORPORATION LIMITED**

As on September 20, 2019

IMPORTANT NOTICE

1. The list of creditors presented in the following pages is as of claims received till April 30, 2019
2. The list of creditors is not the final list, as the verification / reconciliation of claims is still under process and the list of creditors shall be updated as and when more claims are received and verified

The aforesaid data is subject to further verification and therefore may undergo change

LIST OF CLAIMS BY FINANCIAL CREDITORS OF LAVASA CORPORATION LIMITED

Amount in INR Crores

| Sr. No. | Particulars of Claimant | Amount Claimed | Amount Verified | Remarks |
|---------|---|-----------------|-----------------|---|
| 1 | Union Bank of India | 701.29 | 701.29 | Verified amount includes Corporate Guarantee towards WAML ¹ of INR 409.59 |
| 2 | L&T Infra Finance Company Ltd. | 656.27 | 656.27 | Verified amount includes Corporate Guarantee towards WPSL ¹ of INR 304.28 & WAML of INR 262.60 |
| 3 | Asset Reconstruction Company of India Ltd. (ARCIL) | 606.95 | 606.95 | |
| 4 | Bank of India | 634.10 | 566.94 | |
| 5 | Axis Bank Ltd. | 1266.37 | 509.43 | Verified amount includes Corporate Guarantee towards WAML of INR 152.25. Verified amount includes ² INR 39.13 Crores pertaining to Land Parcel mortgage by LCL towards (i) Term Loan facility availed by Lavasa Hotels (INR 2.52 crores), (ii) NCD availed by HCCL (INR 36.60 crores). |
| 6 | Central Bank of India | 507.38 | 507.38 | Verified amount includes Corporate Guarantee towards WAML of INR 214.52 |
| 7 | Punjab National Bank | 475.37 | 475.37 | |
| 8 | Asset Care & Reconstruction Enterprise Ltd. (ACRE) ³ | 396.32 | 376.01 | Verified amount includes ² INR 18.02 Crores pertaining to Land parcels mortgaged by LCL for Term Loan facility availed by HREL. |
| 9 | Allahabad Bank | 315.30 | 315.30 | Verified amount includes Corporate Guarantee towards WAML of INR 315.30. |
| 10 | State Bank of India | 196.25 | 195.21 | |
| 11 | SSG Investment Holding India Ltd. | 192.29 | 192.29 | |
| 12 | EARC | 148.70 | 148.70 | Verified amount includes Corporate Guarantee towards WAML of INR 55.91 |
| 13 | Bank of Baroda | 104.79 | 104.79 | |
| 14 | India Opportunities II Pte Ltd. | 68.89 | 68.89 | |
| 15 | Karnataka Bank Ltd. | 67.47 | 67.45 | Verified amount includes Corporate Guarantee towards WAML of INR 42.67 crore. |
| 16 | Bennett Coleman & company Limited | 31.55 | 23.43 | |
| 17 | Oriental Bank of Commerce | 22.66 | 22.66 | |
| 18 | Corporation Bank | 20.80 | 20.80 | |
| | Total | 6,412.76 | 5,559.14 | |

1. Warasgoan Assets Maintenance Limited (WAML), Warasgoan Power Supply Limited (WPSL)

The aforesaid data is subject to further verification and therefore may undergo change

2. Valuation of the Land parcel for Loan facility has been derived from the Basavaraj Masanagi & CO valuation report as on July,2 2018
3. Pursuant to intimation vide email from ACRE dated November 15, 2018 and Assignment agreement entered between The Jammu & Kashmir Bank Ltd and ACRE dated October 29,2018 the amount of INR 188.52 crores claimed by J&K under form C dated December 31, 2018 stands transferred to ACRE .

Amount verified and admitted basis bank statements, backed by certificate under The Banker's Book Evidence Act, 1891 (as applicable), consortium documents and Corporate Debtor's books of accounts, as available.

LIST OF CLAIMS BY FINANCIAL CREDITORS - RELATED PARTIES OF LAVASA CORPORATION LIMITED

Amount in INR Crores

| S. No. | Name | Amount Claimed | Amount Verified | Pending Verification |
|---------------|--|-----------------------|------------------------|-----------------------------|
| 1 | Hindustan Construction Company Limited | 188.92 | 185.05 | 3.87 |
| 2 | HCC Real Estate Limited | 256.99 | 256.99 | - |
| 3 | Western Securities Private Limited | 0.34 | 0.34 | - |
| 4 | Highbar Technologies Limited | 0.99 | - | - |
| | Total | 447.24 | 442.38 | 3.87 |

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SECURITY INTEREST OF FINANCIAL CREDITORS IN LAVASA CORPORATION LIMITED

| Sr No | Particulars of the Financial Creditor | Facility | Brief Details of the Security Inter |
|-------|---------------------------------------|---|--|
| 1 | Union Bank Of India | <ul style="list-style-type: none"> •Term Loan- I of INR 102 Crores •Term Loan-IIA of INR 200 Crores •Term Loan IIB of INR 39 Crores •Term Loan 1C of INR 160 Crores | <p><u>Prime Security (Immovable Assets):</u></p> <p>I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Term Loan - I, Term Loan-IIA , Term Loan IIB - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) <p><u>Term Loan 1C - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |
| | | <ul style="list-style-type: none"> •SOD (TD) of INR 100 Crores | <p><u>Prime Security:</u></p> <p>Exclusive Charge by way of registered mortgage on 54.1654 Ha land to 2x times cover for the overdraft facility, situated at Village Bohini, Taluka Mulshi, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 13th November 2014;</p> <p><u>Guarantee for 100% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Real Estate Ltd (CG) |

The aforesaid data is subject to further verification and therefore may undergo change

| | | | |
|---|---|--|--|
| | | <ul style="list-style-type: none"> • Term Loan of INR 570 Crores sanctioned to WAML for Corporate Guarantee by Corporate Debtor | <p>Prime Security:</p> <ul style="list-style-type: none"> • First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables , commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. (<i>however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document</i>) • Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15th September 2016; (<i>however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document</i>) <p><u>Guarantee for 100% of loan o/s:</u> 1. Lavasa Corporation Limited (CG)</p> <ul style="list-style-type: none"> • Pledge of 100% shares of WAML & SCML by LCL. |
| 2 | L&T Infrastructure Finance Company Limited | <ul style="list-style-type: none"> • Term Loan I of INR 50 Crores • Term Loan II of INR 50 Crores | <p>Exclusive security of 10.0506 Ha of land in Village Patharshet, 10.3456 Ha of land in Village Saiv Bk., 11.0576 Ha of land in Village Koloshi and 25.9484 Ha of land in Village Mose Bk totaling to 57.4022 Ha of land in Taluka Mulshi at District Pune.</p> <p><u>Corporate Guarantee for 100% of loan o/s:</u> 1. HCC Real Estate Ltd</p> |
| | | <ul style="list-style-type: none"> • Facilities of INR 125 Crores and 150 crores sanctioned to Warasgaon Power Supply Ltd. with Corporate Guarantee by Lavasa Corporation Limited | <p>Second pari-pasu charge on, all those pieces and parcels of land situated being and lying at village Dhamanohol , Mugaon, Bhoini in the registration District Pune admeasuring 259.6622 bearing survey Nos. as set out in Schedule I of the Deed of Additional Security dated 30th, September 2014</p> <p><u>Corporate Guarantee for 100% of loan o/s:</u> 1. Lavasa Corporation Limited</p> |

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| | | <ul style="list-style-type: none"> Facilities of INR 240 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited | <p>Prime Security:</p> <ul style="list-style-type: none"> First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables, commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15th September 2016; <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> Lavasa Corporation Limited <ul style="list-style-type: none"> Pledge of 100% shares of WAML & SCML by LCL |
| 3 | Asset Reconstruction Company (India) Ltd. | <ul style="list-style-type: none"> Debenture of INR 250 Crores | <p>First charge on immoveable properties being 746.9895 Acers of land located at Lavasa, Pune in the village Bembatmal 14.3378 Ha, Mose Bk 50.6883 Ha, Palse 52.9754 Ha, Pathershet 13.0575 Ha, Saiv Bk 131.8343 Ha, Warasgaon 39.1316 Ha and Dhamanahol 0.400 Ha.</p> <p><u>Guarantee:</u></p> <ol style="list-style-type: none"> Put option on HCC for 100% of NCD o/s. |

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| 4 | Bank of India | <ul style="list-style-type: none"> • Term Loan I of INR 50 Crores • Term Loan II of INR 26 Crores; • FITL of INR 6.904 Crores | <p><u>Prime Security (Immovable Assets):</u></p> <p>I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Term Loan I and FITL Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) <p><u>Term Loan II Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |
| | | <ul style="list-style-type: none"> • Working Capital Term Loan of INR 50 Crores | <p><u>Primary Security:</u></p> <p>Exclusive charge on land survey No.19/1, 19/2, 19/3, 19/4, 90/1, 7/1, 8/2/2/1, 8/2/2/14/1 and 8/2/2/15/1 admeasuring 43.1825 acres situated at Mugaon, Lavasa.</p> <p><u>Corporate Guarantee for 100% of loan outstanding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd |
| | | <ul style="list-style-type: none"> • Corporate Loan of INR 225 Crores | <p>Second Pari Passu charge on land mortgaged for the term lenders, movable and immoveable fixed assets, current assets and TRA account held with consortium lead bank- union bank of India. (NOC is still pending)</p> <p><u>Corporate Guarantee for 100% of loan outstanding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd |

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|---|------------------------------|---|---|
| 5 | Central Bank of India | <ul style="list-style-type: none"> • Term Loan-I of INR 200 Crores • Term Loan II of INR 106 Crores | <p><u>Prime Security (Immovable Assets):</u></p> <p>I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Term Loan I - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) <p><u>Term Loan II Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |
| | | <ul style="list-style-type: none"> • Overdraft facility of INR 65 Crores | <p>Exclusive Charge on land bearing survey numbers 16, 23/1, 22/1/3, 24/1, 24/2 and 24/4 admeasuring about 56.17 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra.</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. <u>HCC Real Estate Ltd (CG)</u> 2. <u>Avantha Realty Ltd (CG)</u> 3. <u>Venkateshwara Hatcheries Ltd (CG)</u> 4. <u>Mr V V Maniar (PG)</u> |
| | | <ul style="list-style-type: none"> • Corporate Guarantee given by Lavasa Corporation for Dasve Retail Limited Credit facility of INR 20 Crores | <p>Corporate Guarantee given by LCL for 100% of loan outstanding.</p> |

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| | | <ul style="list-style-type: none"> • Corporate Guarantee given by Lavasa Corporation for WAML Credit facility of INR 454.55 Crores | <p>Prime Security:</p> <ul style="list-style-type: none"> • First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables , commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> • Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15th September 2016; <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> 1. Lavasa Corporation Limited <ul style="list-style-type: none"> • Pledge of 100% shares of WAML & SCML by LCL |
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| 6 | Punjab National Bank | <ul style="list-style-type: none"> • Term Loan-1 of INR 40 Crores • Term Loan-II of INR 160 Crores • Term Loan III of INR 106.09 Crores • FITL 1 of INR 4.83 Crores • FITL II of INR 13.74 Crores | <p><u>Prime Security (Immovable Assets):</u></p> <p>I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Term Loan I, II, FITL I & II - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) <p><u>Term Loan III - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |
| | | <ul style="list-style-type: none"> • Term Loan V of INR 60 Crores | <p>Exclusive Charge on land bearing survey numbers 27, 28A, 34/1, 39/1, 43/1/A, 43/1/B, 43/1/C, 43/1/D and 51/1A admeasuring about 98.44 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra.</p> <p><u>Guarantee for 100% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Avantha Realty Ltd (CG) 2. Venkateshwara Hatcheries Ltd (CG) 3. Mr V V Maniar (PG) |

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| 7 | Axis Bank | <ul style="list-style-type: none"> • Term Loan –I INR 50 Crores • Term Loan – II INR 106 Crores | <p><u>Prime Security (Immovable Assets):</u> I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u> I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“Lavasa”).</p> <p><u>FD’s with Lien Marked against BG for INR 3,46,42,056 (as on 11.09.2018)</u></p> <p><u>Term Loan I - Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> <p><u>Term Loan II - Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |
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The aforesaid data is subject to further verification and therefore may undergo change

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| | | <ul style="list-style-type: none"> • Overdraft Facility 150 Crores | <ul style="list-style-type: none"> • Primary Security: All those pieces and parcels of land situated being and lying at village Dhamanohol, Mugaon, Bhoini in the registration District Pune admeasuring 259.6622 Ha bearing survey Nos. as set out in Schedule I of the Deed of Additional Security dated 30th September, 2014; • All those pieces and parcels of land situated being and lying at village Admal in the registration District Pune admeasuring 49.025 hectares bearing survey Nos. as set out in Schedule II of the Deed of Additional Security dated 30th September, 2014; of which 31.08 Ha of land in village Admal was released by Bank and Substituted with 22.8584 Ha of Land in village Mugaon as set out in Schedule III of the Deed of Substitution dated 30th December, 2014 • All those pieces and parcels of land situated being and lying at village Dhamanohol and Mugaon in the registration District Pune admeasuring 28.5261 Ha and 6.0730 Ha respectively totalling to 34.5991 Ha bearing survey Nos. as set out in Schedule II of the Second Deed of Additional Security dated 31st October, 2014; <p><u>Guarantee for 100% of loan o/s:</u> 1. HCC Real Estate Ltd (CG)</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. Avantha Realty Ltd (CG) 2. Venkateshwara Hatcheries Ltd (CG) 3. Mr V V Maniar (PG)</p> |
| | | <ul style="list-style-type: none"> • BG Outstanding INR 2.98 Crores (earmarked from TL I) | |
| | | <ul style="list-style-type: none"> • Term Loan of INR 5 crores in Lavasa Hotel Limited | Exclusive first charge on all that piece and parcel of the property being land totally admeasuring 4.085 Ha in Survey No. 22/3, 24/4 and 48/6 situated in Village Sakhari, Taluka Mulshi, District Pune and in the Sub Registration Office at Mulshi |
| | | <ul style="list-style-type: none"> • BG Facilities of INR 1.58 Crores in Spotless Laundry Services Limited (SLSL) with Corporate Guarantee by Lavasa Corporation Limited | Exclusive charge on piece and Parcel of land measuring 1.7 acres on Survey 28, Hissa No1 in Village Bhoini Taluka Mulshi, Pune. BG facility backed by LCL CG and mortgage of Project land (on which laundry is developed) by LCL with SLSL as confirming party. (<i>Land leased by LCL to SLSL for a period of 999 years.</i>) |

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| | | <ul style="list-style-type: none"> • NCD of INR 36.61 Crores in Hindustan Construction Co. Ltd. | <p>Exclusive first charge on all that piece and parcel of the property being land totally admeasuring 93.7909 Ha situated in Village Admal (28.0768 Ha), Village Bhode (3 Ha), Village Gadle (29.143 Ha), Village Padalghar (24.2041 Ha) and Village Ugavali (9.367 Ha), Taluka Mulshi, District Pune and in the Sub Registration Office at Mulshi</p> |
| | | <ul style="list-style-type: none"> • OCD of INR 32.39 crores in Hindustan Construction Co. Ltd | |
| | | <ul style="list-style-type: none"> • Corporate Guarantee given by Lavasa Corporation for WAML Credit facility of INR 454.55 Crores | <p>Prime Security:</p> <ul style="list-style-type: none"> • First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables , commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> • Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15th September 2016; <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> 1. Lavasa Corporation Limited <ul style="list-style-type: none"> • Pledge of 100% shares of WAML & SCML by LCL |
| 8 | Assets Care and Reconstruction Enterprise Limited | <ul style="list-style-type: none"> • Term Loan-I of INR 30 Crores • Term Loan-II of INR 100 Crores | <p>Exclusive Charge on land bearing survey numbers 53/2 & 53/3 admeasuring about 26.45 Acres in aggregate located at Billage, Mugaon, Taluka Mulshi, District Pune, Maharashtra.</p> <p><u>Guarantee for 100% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Company Limited 2. HCC Real Estate Limited |

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| | | <ul style="list-style-type: none"> • INR 25 crores in HCC Real Estate Limited (J&K) | All that piece ad parcel of land admeasuring about 18.987 Ha. viz. 46.90 Acres 189804 sq.mtrs situated lying and being in the village Wadawali, Sakhari, and Dhamanhole in taluka Mulshi District Pune |
| | | <ul style="list-style-type: none"> • Debenture of INR 100 crores (J&K) | <p>All that piece and parcel of land bearing survey no. 100 Hissa No. 1 admeasuring 0.40 Ha or 1 acre or thereabout in the registration district of village Dhamanohol, Taluka taluka Mulshi District Pune, Maharashtra.</p> <p><u>Guarantee:</u></p> <ul style="list-style-type: none"> • Put option on HCC for 100% of NCD o/s. |
| 9 | Allahabad Bank | <ul style="list-style-type: none"> • Term Loan of INR 296 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited | <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> 1. Lavasa Corporation Limited <ul style="list-style-type: none"> • Pledge of 100% shares of WAML & SCML by LCL. |
| 10 | State Bank of India | <ul style="list-style-type: none"> • Term Loan Facility for INR 100 Crores (Restructured Term Loan 90 Crores and FITL of INR 18.13 in 2012) | <p><u>Prime Security (Immovable Assets):</u></p> <ol style="list-style-type: none"> I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II; <p><u>Prime Security (Movable Assets):</u></p> <ol style="list-style-type: none"> I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa"). <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |

The aforesaid data is subject to further verification and therefore may undergo change

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| | | <ul style="list-style-type: none"> •Corporate Loan INR 44 Crores | <p>Exclusive Charge on land bearing survey numbers 52 admeasuring 46.4353 Acres in aggregate located at Village, Mugaon, Taluka Mulshi, District Pune, Maharashtra. More particularly described in First Schedule of Indenture of Mortgage dated 30 December 14</p> <p><u>Guarantee for 100% of loan o/s:</u> 1. HCC Real Estate Ltd (CG)</p> |
| 11 | SSG Investment Holding India I Limited | <ul style="list-style-type: none"> •Debenture of INR 102 Crores | <p>Prime Security (Immovable Assets): I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II; Prime Security (Movable Assets): I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |
| 12 | Edelweiss Asset Reconstruction Company Ltd. | <ul style="list-style-type: none"> •Term Loan of INR 94 Crores | <p>All that piece and parcel of land admeasuring 25073.6 Sq. Mts. or thereabout being Lot No.202 situated on Thicket Street, Survey No.113, Hissa No.1, Survey No.103, Hissa No.1, of Village Dasve, Taluka Mulshi, District Pune, Maharashtra and the said twenty two buildings admeasuring not more than 1,60,000 Sq. Ft. Build up area equivalent to 14869.88 Sq. Mtrs. Or thereabout to be constructed on the said land.(Assignee of Assignor lender - <i>Land is leased by LCL to Reasonable Housing Limited for a period of 999 years</i>)</p> <p><u>Guarantee for 100% of loan o/s in ratio of their shareholding:</u> 1. Reasonable Housing Limited (CG) 2. HCC Real Estate Limited (CG)</p> |

The aforesaid data is subject to further verification and therefore may undergo change

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| | | <ul style="list-style-type: none"> Facilities of INR 144 Crores sanctioned to Warasgaon Asset Maintenance Ltd. with Corporate Guarantee by Lavasa Corporation Limited | <p>Prime Security:</p> <ul style="list-style-type: none"> First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables , commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated 15th September 2016; <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> Lavasa Corporation Limited <ul style="list-style-type: none"> Pledge of 100% shares of WAML & SCML by LC |
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The aforesaid data is subject to further verification and therefore may undergo change

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| 13 | Bank of Baroda | <ul style="list-style-type: none"> • Term Loan of INR 31.62 Crores • FITL of INR 6.08 Crores; • Term Loan of INR 26.50 Crores | <p><u>Prime Security (Immovable Assets):</u></p> <p>I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u></p> <p>I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments.</p> <p>II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Term Loan I & FITL - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) <p><u>Term Loan II - Guarantee for 50% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG) |
| | | <ul style="list-style-type: none"> • CAP Loan of INR 15 Crore | <ul style="list-style-type: none"> • All that piece and parcel of land admeasuring area 6.044 Hector bearing Survey No.22/1/3, 25, 45/2, laying and being situated at revenue village Mugaon, Taluka Mulshi, District Pune. • All that piece and parcel of land admeasuring area 0.80 Hector (out of land admeasuring 2H 45R) bearing Survey No.43/2, laying and being situated at revenue village Mugaon, Taluka Mulshi, District Pune <p><u>Guarantee for 100% of loan o/s in ratio of their shareholding:</u></p> <ol style="list-style-type: none"> 1. HCC Real Estate Limited (CG) |
| 14 | Indian Opportunities II Pte. Ltd. | <ul style="list-style-type: none"> • Debenture of INR 15 Crores | <p>Exclusive security of 12 hectares bearing Survey No.45 & 41, Hissa No.1/2& 3 respectively at Village Bhoini, Mulshi Taluka at District Pune.</p> <p><u>Corporate Guarantee for 100% of loan o/s:</u></p> <ol style="list-style-type: none"> 1. Hindustan Real Estate Ltd |

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| 15 | Karnataka Bank Ltd. | <ul style="list-style-type: none"> • Term Loan-1 of INR 20 Crores; • Term Loan-II of INR 30 Crores | <p>Prime Security (Immovable Assets): I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p>Prime Security (Movable Assets): I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |
| | | <ul style="list-style-type: none"> • Term Loan-III of INR 12 Crores | <p>All that piece and parcel of land bearing survey no. 36/2/A admeasuring 3.15 Ha; survey no. 34/2/C admeasuring 3 Ha and survey no. 42 admeasuring 1.60 Ha in village Mugaon, Taluka Mulshi District Pune, Maharashtra.</p> <p><u>Guarantee for 100% of loan o/s:</u> 1. HCC Real Estate Ltd (CG)</p> |
| | | <ul style="list-style-type: none"> • Corporate Guarantee given by Lavasa Corporation for WAML Credit facility of INR 62.59 Crores | <p>Prime Security:</p> <ul style="list-style-type: none"> • First ranking pari passu charge by way of Hypothecation over immovable and movable fixed assets, book debts, operating cash flows (including cash & cash equivalents), receivables , commissions, investments and revenue of whatsoever nature and whenever arising including all bank accounts of the LCL. <i>(however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document)</i> • Second Subservient Charge by way of registered mortgage on Land admeasuring 3363.5623 Hectors for the Term Loan facility, situated at Village Mugaon, Bohini, Admal, Dhamanohal, Padalghar, Wadavali, Dasve, Bembatmal, Gadle, Koloshi, Patharset, Sakhari, Ugavali and Bhode, Taluka Mulshi, District Pune and at village Mose BK and Saiv, Taluka Velha, District Pune as more particularly set out in the schedule to the Indenture of Mortgage dated |

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| | | | <p>15th September 2016; (<i>however the charge is imperfect in absence of NOCs form all lenders; further the ROC filing was not done for the document</i>)</p> <p><u>Corporate Guarantee for 100% of loan o/s:</u> 1. Lavasa Corporation Limited</p> <ul style="list-style-type: none"> • Pledge of 100% shares of WAML & SCML by LCL |
| 16 | Oriental Bank of Commerce | <ul style="list-style-type: none"> • Term Loan-1 of INR 20 Crores; • FITL 1 of INR 2.46 Crores | <p><u>Prime Security (Immovable Assets):</u> I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule - II;</p> <p><u>Prime Security (Movable Assets):</u> 1. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. 2. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited ("Lavasa").</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |
| | | <ul style="list-style-type: none"> • OD Facility of INR 6.65 Crores | <p>Exclusive Charge over 2.65 Ha of Land in Mugaon, Taluka Mulshi, District Pune, Maharashtra.</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. HCC Real Estate Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |

The aforesaid data is subject to further verification and therefore may undergo change

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| 17 | Corporation Bank | <ul style="list-style-type: none"> • Term Loan – I of INR 10.65 Crores • FITL of INR 2.10 Crores | <p><u>Prime Security (Immovable Assets):</u> I. First Pari Passu Charge on all the present and future immovable land admeasuring - 6806.69 acres and movable fixed assets of the borrower (on pari passu basis with the existing lenders in the consortium) including structures thereon as described in Schedule – II;</p> <p><u>Prime Security (Movable Assets):</u> I. First Pari Passu Charge on all current assets of the Borrower including all receivables and investments. II. First Pari Passu Charge over all bank accounts of the Borrower including without limitation, to be TRA and the other accounts required to be opened and maintained by Lavasa Corporation Limited (“Lavasa”).</p> <p><u>Guarantee for 50% of loan o/s in ratio of their shareholding:</u> 1. Hindustan Construction Co. Ltd (CG) 2. Avantha Realty Ltd (CG) 3. Venkateshwara Hatcheries Ltd (CG) 4. Mr V V Maniar (PG)</p> |
| | | <ul style="list-style-type: none"> • Term Loan of INR 2 crores | <p>All that piece and parcel of land admeasuring area 2.0014 HA owned and possessed by Lavasa Corporation Ltd., bearing Survey No. 28/2/A, being situated at revenue village Mugaon, Taluka: Mulashi, Dist:Pune.</p> <p><u>Guarantee for 100% of loan o/s:</u> 1. HCC Real Estate Limited (CG)</p> |

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Schedule II Part (A) – Immovable Properties- First Mortgaged Properties

| Village Wise Summary | | |
|-----------------------------|-------------------|-------------------------|
| Sr. No. | Village | Acres |
| 1. | DASVE | 988.22 |
| 2. | DHAMANOHOL | 1685.76 |
| 3. | GADLE | 853.67 |
| 4. | WADAVALI | 648.06 |
| 5. | SAKHARI | 461.95 |
| 6. | BHOINI | 172.25 |
| 7. | ADMAL | 321.7 |
| 8. | MUGAON | 363.07 |
| 9. | PALSE | 261.66 |
| 10. | PATHARSHET | 77.15 |
| 11. | PADALGHAR | 80.00 |
| 12. | KOLOSHI | 141.57 |
| 13. | UGAVALI | 73.51 |
| 14. | BEMBATMAL | 62.92 |
| 15. | MOSE BK | 580.16 |
| 16. | SAIV BK | 5.14 |
| 17. | BHODE | 30.00 |
| TOTAL(Acres) | | 6806.6900 Acres* |

***2755.74 Hectares**

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Schedule II Part (B) – MOVABLE FIXED ASSETS – Second Mortgaged Properties

The whole of the Company's plant and machinery both tangible and intangible as also all its rights, title, interest and benefit in all tangible and intangible assets including without limitation furniture's, fixtures, tools, Electric Installations, Capital spares, motor vehicles, accessories, all other equipment's, vehicles, Computers, Goodwill, Brand Name, and all other movable fixed assets, both present and future, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Company's premises, warehouses, stockyards and go downs or those of the Company'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 Company and/or that may at present or hereafter be held by any party anywhere to the order or disposition of the Company or in the course of transit or on high seas or on order, or delivery, howsoever and where so ever in the possession of or to the order of the Company and all replacements thereof and additions thereof whether by way of substitution, realization or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Company as also the Company's all the intellectual property rights including Trademark, Software, and also all the rights, title and interest in the undertakings of the Company AND ALL estate, right, title, interest property, claims and demands whatsoever of the Company unto and upon the same which description shall include all properties of the above description whether presently in existence or acquired hereafter.

Schedule II Part (C) – CURRENT ASSETS –The charge assets

The whole of the Mortgagor's Current Assets both present and future (tangible and intangible) including without limitation stock in trade consisting of raw materials, finished goods uncalled capital, cash in hand, intellectual property rights, goodwill and all monies that may hereafter be received as also all its right, title, interest and benefit in all tangible and intangible assets 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 Mortgagor and/or that may at present or hereafter be held by any party anywhere to the order or disposition of the Mortgagor or in the course of transit or on high seas or on order, or delivery, howsoever and whosoever in the possession of or to the order of the Mortgagor and all replacements thereof and additions thereof whether by way of substitution, addition, replacement, conversion, realization or otherwise howsoever together with all benefits, rights and incidentals attached hereto which are now or shall at any time hereafter be owned by the mortgagor as also the mortgagors uncalled capital, intellectual property rights and including without limitation, the mortgagors right, title and interest in the undertakings of the mortgagor and all estate, right title, interest, property, claims and demands whatsoever of the mortgagor unto and upon the same which description shall include all properties of the above description whether presently in existence or acquired hereafter.

Schedule II Part (D) TRA Account – Fourth Mortgage Properties

The aforesaid data is subject to further verification and therefore may undergo change