

**LIST OF CREDITORS**

**LIST OF CLAIMS RECEIVED UP TO 18<sup>TH</sup> MARCH 2021 FROM OPERATIONAL CREDITORS EXCEPT WORKMEN AND EMPLOYEES**

**FORM B**

**(Amount in Rs)**

<b>Sr. No.</b>	<b>Name of Operational Creditor</b>	<b>Claim Submitted</b>	<b>Claim Under Verification</b>	<b>Claim Under Dispute</b>	<b>Claim Admitted</b>	<b>Claim Not admitted</b>	<b>Reasons for Non admission of claim</b>
1	METRO INFRASYS PVT LTD	54,69,830.00	-	-	-	54,69,830.00	Amount already paid
2	HOPE TRADERS	1,16,11,643.68	-	-	59,05,429.60	57,06,214.08	Work done against the invoice and measurement sheet submitted along with claim form is not as per work order given by PHPL dated 15 <sup>th</sup> February 2019(Ref :PHPL/HO/2019/02/WO-01)
3	V R TECHNICHE CONSULTANTS PVT LTD	11,52,073.00	-	-	11,52,073.00	-	
4	DSK Legal	5,00,000.00	-	-	5,00,000.00	-	
5	AKHILESH KUMAR	8,87,213.00	-	-	5,26,153.00	3,61,060.00	Amount already paid
6	DEPUTY COMMISSIONER OF INCOME TAX NEW DELHI (Form C)	38,79,70,636.00	-	-	-	38,79,70,636.00	Wrong claim form submitted without proper supporting documents.
7	Gammon Engineers & Contractors private limited	4,81,57,58,500.00	-	4,81,57,58,500.00	-	-	Claim is disputed by the Corporate Debtor in arbitration proceedings pending before a 3-member Arbitral Tribunal and is subject to the outcome thereof
	<b>Total</b>	<b>5,22,33,49,895.68</b>	<b>-</b>	<b>4,81,57,58,500.00</b>	<b>80,83,655.60</b>	<b>39,95,07,740.08</b>	

**LIST OF CLAIMS RECEIVED UP TO 18<sup>TH</sup> MARCH 2021 FROM FINANCIAL CREDITORS**

**FORM C**

**(Amount in Rs)**

Sr. No	Name of Financial creditor	Claim Submitted	Claim Under verification	Claim Admitted		Claim Not admitted
				Secured	Unsecured	
1	PHOENIX ARC PRIVATE LTD _ TRUST FY 19-19 _ For Yes Bank	2,41,85,85,383.83	-	2,41,85,85,383.83	-	-
2	PHOENIX ARC PRIVATE LTD _ TRUST FY 20-12 _ For Bank of Maharashtra	1,51,08,13,304.48	-	1,51,08,13,304.48	-	-
3	PHOENIX ARC PRIVATE LTD _ TRUST FY 19-15 _ For Federal Bank	1,12,37,16,915.70	-	1,12,37,16,915.70	-	-
4	PHOENIX ARC PRIVATE LTD _ TRUST FY 20-11 _ For INDIAN OVERSEAS BANK	2,41,39,00,755.29	-	2,41,39,00,755.29	-	-
5	PHOENIX ARC PRIVATE LTD _ TRUST FY 20-19 _ For INDIAN BANK	1,58,66,30,584.80	-	1,58,66,30,584.80	-	-
6	PHOENIX ARC PRIVATE LTD _ TRUST FY 20-18 _ For PUNJAB & SINDH BANK	1,50,74,39,219.81	-	1,50,74,39,219.81	-	-
7	CORPORATION BANK *	2,57,69,69,818.75	-	2,28,81,83,805.66	-	28,87,86,013.09
8	BANK OF INDIA (Unsecured) **	26,88,02,517.28	-	-	26,88,02,517.28	-
<b>Total</b>		<b>13,40,68,58,499.95</b>	<b>-</b>	<b>12,84,92,69,968.87</b>	<b>26,88,02,517.28</b>	<b>28,87,86,013.09</b>

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Note:

Claims received from all parties are under further verification/validation and same may be updated as per any additional information which may be received or further review of submitted documents in future.

\*Corporation Bank considered date of NPA as 29<sup>th</sup> May 2015 and charged additional interest of Rs.44.80 Crores from 29<sup>th</sup> May 2015 whereas based on the documents provided date of NPA would be June 2018, accordingly admitted additional Interest is Rs.15.91Crores

#PAPL has submitted six claims through various Trusts and admitted additional claim of Rs.73.48 Crores as per Schedule IV of the Common Loan Agreement read with the Amendment to the Common Loan Agreement also provides that "However, the rate of interest of each lender shall not be lower than that of any other lender".

#NCLT order dated 3<sup>rd</sup> January 2020 which received on 7<sup>th</sup> January 2020, so based on this all financial creditors submitted their claim as on 7<sup>th</sup> January 2020, but CIRP commencement date is 3<sup>rd</sup> January 2020, so claim amount of Financial creditors will reduce accordingly.

\*\* Bank of India has made a claim of Rs.26.88Crores to PHPL against Corporate guarantee given by PHPL against loan facilities availed by Gammon Infrastructure Projects Limited(GIPL) and the same is admitted . Claim amount will reduce accordingly if any payments will be made by (GIPL) in future.

**LIST OF CLAIMS RECEIVED UP TO 18<sup>TH</sup> MARCH 2021 FROM WORKMEN AND EMPLOYEES**

**FORM D**

**(Amount in Rs)**

<b>Sr. No.</b>	<b>Name of Employee</b>	<b>Claim Submitted</b>	<b>Claim Under Verification</b>	<b>Claim Admitted</b>	<b>Claim Not admitted</b>	<b>Reason for Not admission</b>
1	PRAVIN MARATHE (EMP CODE- H020)	20,548.00	-	18,198.00	2,350	Interest claimed on principle portion is not admitted
2	SADANANDA PADHY(EMP CODE-H017)	1,06,560	-	-	1,06,560	No substantial evidence to admit the claim.
3	MURALI DHAR PANDA	22,000	-	-	22,000	Bonus for the year FY 2019-20 is payable in March 2020 which in comes under CIRP period
4	AYESH KANT MOHANTY(EMP CODE-H016)	1,21,198	-	-	1,21,198	No substantial evidence to admit the claim.
	<b>Total</b>	<b>2,70,306.00</b>	<b>-</b>	<b>18,198.00</b>	<b>2,52,108</b>	

**LIST OF CLAIMS RECEIVED UP TO 18<sup>TH</sup> MARCH 2021 FROM CREDITORS OTHER THAN FINANCIAL CREDITORS AND OPERATIONAL CREDITORS**

**FORM F**

**(Amount in Rs)**

<b>Sr. No.</b>	<b>Name of Employee</b>	<b>Claim Submitted</b>	<b>Claim Under Verification</b>	<b>Claim Admitted</b>	<b>Claim Not admitted</b>	<b>Reason for Not admission</b>
1	Gammon Infrastructure projects limited(GIPL)	1,04,60,50,000	-	-	1,04,60,50,000	GIPL's claim is based on Inter Corporate Deposits (ICDs) given by GIPL to PHPL. The entire outstanding amount of ICDs totalling to INR 104.60 Crores that was given by GIPL to PHPL were converted into Quasi equity share capital of PHPL. Since, there is no debt due from PHPL to GIPL.
<b>Total</b>		<b>104,60,50,000.00</b>	<b>-</b>	<b>-</b>	<b>104,60,50,000.00</b>	

**DETAILS OF SECURITY INTEREST FOR ABOVE CLAIMS**

<b>Sr No</b>	<b>Brief details of security</b>	<b>Nature of Charge</b>
1	<p>Charge on all immovable and movable properties of borrower including following movable and immovable properties: -</p> <p><u>Immovable Properties</u></p> <p>All that piece and parcel of the freehold, Non-agricultural land bearing plot no 49, Gut no 23, admeasuring 251 sq mtrs, situated in village Kamare, Talathi Sajja Naveli, Taluka Palghar District Thane, within the limit of Palghar, sub registration dist of Palghar, in the state of Maharashtra together with building, erections, godowns and constructions of every description, which are standing, erected or attached or shall anytime hereinafter during continuous of the security hereby constituted be erected and standing as attached hereto by excluding project assets</p> <p>Bounded by:                      East: Plot No. 50                      West: Road Between road                      South: Compound                      North: plot No 48</p> <p><u>Movable Properties:</u>                      The whole of movable properties of borrower including its movable plant and machinery, machinery spare tools and accessories, vehicles, furniture and fixtures and other movables excluding project assets.</p>	First pari passu charge
2	All intangible assets but not limited to goodwill, undertaking and uncalled capital of borrower.	First pari passu charge
3	All the receivable / revenues of borrower from project	First pari passu charge
4	All the Accounts of the Borrower including Escrow Account and the sub-accounts ( or any account in sub tuition thereof) that may be opened in accordance with this agreement and supplementary Escrow	First pari passu charge

	Agreement or any of the other projects/ financing agreements and all funds from time to time deposited therein and all authorized investments or other securities representing all amounts credited thereto save and except the sums saying to the credits of the company sub account (distribution account) and the gains and profits arising out of the investments made in any other securities from the company sub account, provided the charge over the escrow account and the sub accounts shall to be to the extended permissible as per the priority specified in concession and escrow account and financing agreement	
5	Borrowers receivable, Insurance policies and government, Approvals of the Borrower	First pari passu charge
6	Pledge of shares Aggregating to 30% of the paid up Equity Capital of the Borrower in form and manner to the satisfaction of Lender	First pari passu charge
7	Non disposal undertaking (NDU) for 21% of the paid up equity capital of the Borrower on form and manner to the satisfaction of Lenders. After Commencement of Commercial Operations, the Borrower can approach the Lenders for release of full/part of the NDU and such request shall not be unreasonably withheld	First pari passu charge
8	By way of assignment or creation of security interest on: (a) all the right, title, interest, benefits, claims and demands whatsoever of the borrower under the concession agreement and the project documents, (b) all the right, title, interest of the borrower to and under all the government approvals. (c) all the right, title, interest, benefits, claims and demands of the borrower in any letter of credit, guarantee, including contractor guarantees and liquidated damages by any party to the project documents, (d) all the right, title, interest, benefits, claims and demands of the borrower under all insurance contracts.	First pari passu charge
9	Corporate Guarantee of M/s Gammon Infrastructures Projects Limited	First pari passu charge

*Sutanu Sinha*

18/03/2021