

B. Naga Bhushan
Insolvency Professional – (IBBI/IPA-001/IP-P00032/2016-2017/10085)

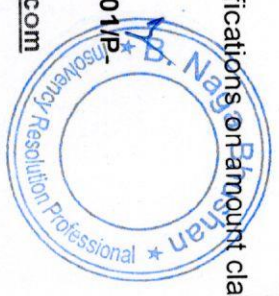
R/o. H.No. 1-1-380/38, Ashok Nagar Extension
 Hyderabad-500 020
 Email: rp.kskwater@gmail.com

List of Financial Creditors of KSK WATER INFRASTRUCTURES PRIVATE LIMITED as on 21st January, 2021

S.No.	Name of the Financial Creditor	Amount Claimed INR	Claim Admitted INR	Claim not Admitted (INR)	Voting %	Security Interest / Guarantee
1	Punjab National Bank including claim of eOriental Bank of Commerce exposure which merged with PNB.	444,24,48,173.00	444,24,48,173.00	0.00	50.92	As per Annexure -1
2	Punjab & Sind Bank	67,75,13,066.00	67,75,13,066.00	0.00	7.76	As per Annexure -1
3	Prudent ARC Limited (Acquired from Central Bank of India through assignment agreement dated 31.12.2020)	197,66,02,841.00	190,61,25,741.00	7,04,77,100.00	21.85	As per Annexure -1
4	ASREC (India) Limited (Acquired from Indian Overseas Bank through assignment agreement dated 30.12.2020)	176,04,59,000.00	169,91,29,100.00*	6,13,29,900.00	19.47	
5	Sai Wardha Power Generation Limited	52,69,25,484.00	0.00	52,69,25,484.00	0.00	Refer Note-3
	TOTAL	938,39,8,564.00	872,52,16,080.00	65,87,32,484.00	100.00	

* RP has sought certain clarifications on amount claimed from ASREC (India) Limited and replies are awaited.

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S.No.	Name of the Financial Creditor (Related parties)	Amount claimed INR	Claim Admitted INR	Claim Rejected INR
	None			

Notes:

1. The list of financial creditors is updated as per proof of claims and supporting documents received up to 21st January, 2021.
2. The claim admitted is based on the amount claimed in Form C and supporting documents submitted to substantiate proof of claims
3. RP is in the process of obtaining a legal opinion on the claim of M/s. Sai Wardha Power Generation Limited from a legal counsel.
4. In accordance with Regulation 14(2), the claims of the financial creditors, including security interest are subject to further revision / updation based on the additional information warranting such revision.
5. Queries and Concerns, if any can be addressed to Interim Resolution Professional at rp.kskwater@gmail.com

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Security Interest of Financial Creditors

(Annexure-1)

Primary Security:

- 1) First pari-passu charge on all immovable (including land and building) and movable assets of the Company, both present and future (excluding Anicut/Barrage being constructed by Water Resources Dept of Chattisgarh Govt and cost for the same spent by the company would be recovered out of the monthly bill raised by the WR Dept). Immovable property consists of 38.18 acres of land (15.457 hectare) in the name of KSK Water Infrastructures Pvt. Ltd. Situated at Basantpur, Kharod and Dongakharod in Janjgir Champa district of Chattisgarh.
- 2) First pari-passu charge/assignment of all revenues and receivables of the Borrower relating to the project from the Project or otherwise.
- 3) First pari-passu charge on the Escrow Account, Debt Service Reserve Account and other reserves and any other bank accounts of the borrower relating to the project wherever maintained, both present and future.
- 4) First pari-passu charge on all intangible assets of the borrower including but not limited to goodwill, uncalled capital, present and future.
- 5) First pari-passu charge on Assignment/Agreement to assign by way of charge pari-passu in favor of lenders, all the rights, titles and interests of the Borrower from all contracts, insurances, licenses in, to, and under all assets of the Project and all project documents, Engineering Procurement and Construction contracts, Other contracts, O&M related agreements, Water Supply Agreement, Service contracts etc., Land Sale deed, which the Borrower is party to including contractor guarantees, liquidated damages and all other contracts relating to the project.

Collateral Security:

- a. 51% of promoters' shares are to be pledged in favor of consortium of lenders.
- b. EM on 167.786 Hectare Land in the name of M/s. Wardha Power Company Limited (WPCL) name subsequently changed to M/s. Sai Wardha Power Generation Limited. As per original Lease Deed executed by CSIDC in favor of M/s. Wardha Power Company Limited area of 173.777 hectare land was allotted. However, actual available land was 167.786 hectare due to the same there is difference in total land to the extent of 5.991 hectares.
- c. Corporate guarantee of KSK Energy Company Private Limited
- d. Corporate guarantee of KSK Mahanadi Power Limited
- e. Corporate guarantee of Sai Wardha Power Generation Limited
- f. Personal guarantees of Sri S. Kishore and Sri K.A. Sastry

Note : Security is common for 4 financial creditors i.e. 1) Punjab National Bank & eOBC 2) Punjab & Sind Bank 3) Prudent ARC Limited and 4) ASREC (India) Limited.

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