

Annexure 3														
Name of Corporate Debtor : Solapur Tollways Private Limited				Date of Commencemnt of CIRP : 20 December 2024				(Version 2: Pursuant to claims received and updated as on 25 May 2025)						
List of Secured Financial Creditor (Other than the financial creditor belonging to any class of creditor)														
SI 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	Remarks if any	
		Date of receipt	Amount claimed	Amount of claim admitted	Financial Debt	Amount covered by security interest	Amount covered by Guarantee	Whether related party?						% of voting Share in COC if applicable
1	Punjab National Bank	27-Dec-24	1,139,241,390	1,129,375,819	Secured	1,129,375,819		No	17.63%			9,865,571	-	
2	Union Bank of India	30-Dec-24	2,153,876,895	2,149,970,242	Secured	2,149,970,242		No	33.55%			3,906,653	-0	
3	Bank of Baroda	03-Jan-25	556,516,090	551,716,959	Secured	551,716,959		No	8.61%			4,799,131	-0	
4	Canara Bank	03-Jan-25	317,128,930	315,853,667	Secured	315,853,667		No	4.93%			1,275,263	-	
5	India Infrastructure Finance Company Ltd	03-Jan-25	2,314,148,353	2,260,508,001	Secured	2,260,508,001		No	35.28%			-	53,640,352	
6	SREI Equipment Finance Limited	03-Jan-25	6,852,687,854	-	Secured	-			0.00%			-	6,852,687,854	
	Total		13,333,599,512	6,407,424,688		6,407,424,688	-		100.00%	-	-	19,846,618	6,906,328,206	

Annexure - Security Interest	
Lender	Security Interest
Axis Trustee Service Limited (Trustee on behalf of consortium comprising of UBI, PNB, BOB, IIFCL, Canara Bank & SREI)	<p>Primary Security:</p> <p>1. The Facility together with all interests, liquidated damages, penal interest, additional interest, fees, remuneration payable to the Security Trustee, costs, charges, expenses and other monies, and all other amounts whatsoever stipulated in, or payable by the Borrower in terms of, the Finance Documents shall to the satisfaction of the Lender/ Security Trustee, be secured to the extent permitted under the Concession Agreement, by:</p> <p>a) a first mortgage and charge on all the Borrower's immovable properties, both present and future, relating to the Project, save and except the Project Assets;</p> <p>b) a first charge of all the Borrower's tangible movable assets, including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles, all other movable assets and current assets, both present and future, relating to the Project, save and except the Project Assets;</p> <p>c) a first charge on the Borrower's all bank accounts including, but not limited the Escrow Account (including MMRA and DSRA), opened with the Escrow Bank where all cash inflows from the Project, Disbursements, Receivables and all funds from time to time deposited therein and in all Authorized Investments or other securities representing all amounts credited thereto;</p> <p>Provided that:</p> <p>(1) the charge as aforesaid shall be limited to the extent permissible under the waterfall of the priorities as the Concession agreement and the Escrow Agreement</p> <p>(II) all the other bank accounts of the Borrower, if any, shall be treated as Escrow Accounts of the Borrower; and</p> <p>(iii) all the Receivables shall be collected and deposited in the Escrow Account and shall be utilized in the manner provided in the Escrow Agreement. Provided further that the Lender shall also have the right to collect all the Receivables and revenues to ensure that the same are deposited in the Escrow Account.</p> <p>d) a first charge on all intangibles of the Borrower including but not limited to goodwill, rights, undertakings and uncalled capital, present and future provided any realization thereof shall be credited to the Escrow Account and the charge as aforesaid shall be limited to the extent permissible under the waterfall of the priorities as per the Concession Agreement and the Escrow Agreement;</p> <p>e) a first charge on the uncalled capital of the Borrower;</p> <p>Provided that charge at (e) above, shall be limited for ensuring that the Borrower calls the balance uncalled capital and makes the shares fully paid up;</p> <p>1) an assignment by way of security:</p> <p>(i) of the right, title and interest of the Borrower in, to and under the Project Documents including Concession Agreement, duly acknowledged and consented to by NHAI and by the relevant counter-parties to such Project Documents to the extent not expressly provided in the Concession Agreement or each such Project Document, all as amended, varied or supplemented from time to time;</p> <p>(II) of the right, title and interest of the Borrower in, to and under all the Government Approvals and Insurance Contracts; and</p> <p>(iii) of the right, title and interest of the Borrower in, to and under any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents.</p> <p>Provided the assignment mentioned in A (f) (1) to (iii) shall be limited to and shall arise only in the event of the substitution under the Substitution Agreement and to the extent provided under the Substitution Agreement.</p> <p>g) Pledge of equity shares held by the Sponsors aggregating 51% (fifty one percent) of the paid up and voting equity share capital of the Borrower up to the date on which first repayment of the Instalment of Loans as per the Amortization Schedule is made by the Borrower, immediately thereafter, the Security Trustee shall, in the event of there being no outstanding Event of Default, release out of the pledged shares, shares representing 21% (twenty one percent) of paid up and voting equity share capital of the Borrower so as to continue pledge over shares representing 30% (thirty percent) of the paid up and voting equity share capital of the Borrower until the Final Settlement Date, subject to the satisfaction of the Lender. However the enforcement of the pledge would be in accordance with the terms of the Concession Agreement and any dilution in the equity of the consortium in the Borrower due to enforcement of pledge of shares shall be subject to minimum equity obligations of the consortium in the Borrower and shall be subject to prior approval of NHAI and in the manner as provided in the Concession Agreement. (hereinafter collectively referred to as the "Security")</p>
SREI (Sub-Debt)	<p><b>Corporate Guarantee</b></p> <p>Provided by BRNL in connection with SRE 785 &amp; SRE 797 by deed of Corporate Guarantee dated 6 March 2019</p>