

Ornate Spaces Private Limited - Corporate Debtor

List Of Financial Creditor's As On July 15, 2020

Claim No.	Name of the Claimant	Amount claimed	Amount admitted	Claim under verification	Voting Rights (%)
1	PNB Housing Finance Limited	2,06,87,86,624	2,06,87,86,624	-	35.90
2	Piramal Capital Housing & Finance Limited	2,25,56,98,087	2,25,56,98,087	-	39.14
3	Piramal Capital Housing & Finance Limited	27,05,41,376	27,05,41,376	-	4.69
4 (a)	Shapoorji Pallonji Development Managers Private Limited	28,50,14,153	28,50,14,153	-	4.95
4 (b)	Shapoorji Pallonji Development Managers Private Limited	35,31,73,632	-	35,31,73,632	-
4 (c)	Shapoorji Pallonji Development Managers Private Limited	37,38,56,031	37,38,56,031	-	6.49
5	Top Honest INC.	1,03,14,478	-	1,03,14,478	-
6	Nitin Khushalchand Madhani	4,45,81,770	-	4,45,81,770	-
7	Manisha Yogesh Shah	2,79,69,800	-	2,79,69,800	-
8	Jayashree Nathuram Khedekar	-	-	-	-
9	Kamlesh K. Moryani	19,75,000	-	19,75,000	-
10	Sonam Ravishankar Ahuja	64,08,375	-	64,08,375	-
11	Neha Ravishankar Ahuja	37,25,000	-	37,25,000	-
12	Nikita Ravishankar Ahuja	35,51,250	-	35,51,250	-
13	Karishma Jhuriani	84,47,500	-	84,47,500	-
14	Kumar Chandru Manwani	1,23,77,500	-	1,23,77,500	-
	TOTAL	5,72,64,20,576	5,25,38,96,271	47,25,24,305	91.17

➤ **Claim No. 1: PNB Housing Finance Limited**

Security Interest

The details of the security interest has been extracted from registered loan agreement cum mortgage deed dated 25.01.2018, claim form and such other supporting documents provided by the claimant.

- a) The Corporate Debtor under the loan agreement cum mortgage deed dated 25.01.2018 has created/caused to be created such Security including but not limited to the first charge and mortgage over the **Property**, Receivables, Accounts, 100% Pledge of shares of the Corporate Debtor by the shareholders of the Corporate Debtor, DSRA, and/or such other assets of the Corporate Debtor, and/or any other Person acceptable to PNBHFL, and/or cause such guarantee to be furnished by the Guarantors as may be considered appropriate by PNBHFL, in favour of PNBHFL, in a form and manner satisfactory to PNBHFL, as Security for payment/ Repayment of Outstanding Amount and all other monies whatsoever stipulated in, or due, or payable by the Corporate Debtor under the Agreement.
- b) Demand Promissory Note.

Description of the Property

Property being development rights along with Saleable FSI (Present &Future) (excluding the component to be given to the members of the Society i.e. 152 flats allotted to Society members in Tower I as per approved plan. dated 27.12.2016) constructed/ to be constructed on all that piece and parcel of land bearing Plot nos. (i) H-27, (ii) H-28, (iii) H-29, (iv) H-30 and (v) H-31(pt.), CTS no. 1(pt), 2A(pt.), 3(pt.), 4, 5(pt.) and 6.(pt.) admeasuring in aggregate 6629.18 sq. mtrs. of village Oshiwara, Taluka Andheri, Mumbai Suburban District.

➤ **Claim No. 2 & 3: Piramal Capital Housing & Finance Limited**

Security Interest

The detail of the security interest has been extracted from Indenture of Mortgage dated 30.03.2017, claim form and such other supporting documents provided by the claimant.

- a) First charge by way of a registered mortgage over the development rights and the development potential arising out of the land in relation to the project property in favour of the Debenture Trustee, which charge shall rank pari passu with the charge created in favour of the Security Trustee(acting for the benefit of the Lender).

- b) First charge by way of Hypothecation of the receivables along with the Receivables Escrow account, Project Escrow account, Operations Account and other bank accounts where the receivables may be lying, present and future and all movable property in relation to the Project in favour of the Debenture Trustee, which charge shall rank pari passu with the charge created in favour of the Security Trustee(acting for the benefit of the Lender).
- c) Pledge of 100% (One Hundred Percent) of the Shareholding of the company as held by the shareholders in favour of the Debenture Trustee, which charge shall rank pari passu with the charge created in favour of the Security Trustee(acting for the benefit of the Lender).
- d) Demand Promissory Note.
- e) Unconditional and irrevocable Personal Guarantee from Mr. Vijay Sopan Machindar, Mrs. Komal Vijay Machindar and Late. Mr. Shashi Kumar in favour of the Debenture Trustee.

Description of the Mortgaged Property

The entire undertaking being all the development rights and the entire development potential arising out of and in relation to all that piece and parcel of land bearing Plot Nos. H-27, H-28, H-29, H-30 and H-31 (part) C.T.S. No. 1 (Part). 2A (Part), 3(Part), 4, 5 (Part) and 6 (Part) and admeasuring 6629.18 square meters of Village Oshiwara, Taluka Andheri. Mumbai Suburban District and more particularly described in the **Schedule** hereunder **TOGETHER WITH** all rights, liberties, privileges, casements, advantages, assets, benefits. revenues, income and appurtenances whatsoever to and arising in relation to the Project Property or any part thereof including all bank accounts and securities accounts together with benefit of all investments, assets and securities representing amounts on such accounts, belonging or anywise appurtenant or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant or receivable by the Mortgagor in relation thereto and all the estate, right, title, property, benefits claim and demand whatsoever of the Mortgagor thereto and every part thereof including but not limited to all present and future rents, Profits, Receivables (including from the Sold Units), Receivables Escrow Account, Project Escrow Account, Operations Account. Retention Account, bank accounts into which Receivables are deposited and movable assets in relation to the Project Property under any' agreements or contracts including insurance contracts and policies executed by the Mortgagor or any other person in relation to the Project Property.

Schedule

All the piece and parcel of the land bearing Plot Nos. H-27, H-28, H-29, H-30 and H-31 (part) C.T.S. No. 1 (Part), 2A (Part), 3(Part), 4, 5 (Part) and 6 (Part) and admeasuring 6629.18 square meters of village Oshiwara, Taluka Andheri, Mumbai Suburban District.

➤ **Important Note in respect of security Interest for claim no. 1, 2 & 3 hereinabove:**

There exists a Pari Passu agreement executed on 31.01.2018 between PNB Housing Finance Limited (Lender 1), Piramal Finance Limited (Lender 2), Piramal Housing Finance Limited (Lender 3), IDBI Trusteeship Services Limited (Confirming party) and Ornate Spaces Private Limited (Corporate Debtor). The lenders had entered into the aforementioned agreement in order to share the security on first Pari Passu charge basis without any preference and/or priority for the said loans availed/to be availed by the Corporate Debtor from the lenders under their respective loan agreements including the sharing of the proceeds on enforcement of the security. Each lender has acknowledged receipt of a copy of the loan agreement of the other lender.

1. **Immoveable Property:** Property being development rights along with Saleable FSI (Present & Future) (excluding the component to be given to the members of the Society more particularly mentioned in Schedule II the "Said Portion Constructed / to be constructed on all that piece and parcel of land bearing Plot nos. (i) H-27, (ii) H-28(ii)H-29, (iv) H-30 and (v) H-31(pt.), CTS no 1(pt), 2A(pt.), 3(pt.), 4, 5(pt) and 6(pt.) admeasuring in aggregate 6629.18 sq. mtrs of village Oshiwara, Taluka Andheri, Mumbai Suburban District ("Immovable Property");
2. **Receivables:** All the receivables (present and future) accruing or arising out of sold units and unsold nails of the Immovable Property details whereof are provided above, which Inter-alia includes sale proceeds, rent, lease rent, receivables, income etc. to be received from the allottees/ purchasers / tenant/ lessee/licensee./ occupants of the said Immovable Property;
3. **Pledge of Share:** Pledge of 100% equity shares of Ornate Spaces Private Limited

➤ **Claim No. 4 (a) : Shapoorji Pallonji Development Managers Private Limited**

Debenture Trust Deed dated 22.09.2015 ("DTD"):

The details of the security interest has been extracted from Debenture Trust Deed dated 22.09.2015, claim form and such other supporting documents provided by the claimant.

Security

- (i) First and Exclusive Charge by way of registered mortgage, over the **Identified Units** together with proportionate undivided interest in the Project.
- (ii) Escrow Account in respect of the Receivables from the **Identified Units**.

Detailed description of Project property described under the said DTD:

All that piece and parcel of land bearing Plot Nos. H-27, H-28, H-29, H-30 and H-31 (part) C.T.S. No.1 (Part), 2A (Part), 3(Part), 4, 5 (Part) and 6 (Part) admeasuring approximately 6,629 square meters or thereabouts situate lying and being at Village Oshiwara, Taluka Andheri, Mumbai Suburban District together with construction and saleable area thereon, all fixtures, including but not limited to buildings, erections and construction and saleable area thereon, all fixtures, including but not limited to buildings, erections and constructions and immovable plant and machinery of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constitutes be erected and standing or attached to the aforesaid lands and premises or any part thereof all the rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof presently in existence or in the future belonging to or in any way appurtenant thereto or any accretions/ revenues/ receivables/ bank accounts from the Property AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the Company into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

Identified units

Sr. No.	Flat No.	Area (sq.ft)
1	1204	1865
2	1301	1858
3	1302	1858
4	1303	2310
5	1403	2310
6	1703	2310
7	1704	1865
8	1804	1865

➤ **General Notes**

1. The Claims submitted by the creditors/claimants have been verified solely on the basis of documents and information provided by the creditors/claimants and limited information available with the IRP from the MCA website. The verification of the claims could not be completed and the claims shall remain subject to be verified with the financial statements and other relevant documents of the Corporate Debtor. The suspended directors and officers/personnel of the Corporate Debtor have not yet furnished the requisite documents, information, record, books of accounts, financial statements etc. despite repeated reminders by the IRP. The IRP is continuously following up with the suspended directors and officers/personnel of the Corporate Debtor for providing the complete set of documents/information so as to enable the IRP to verify the claims in terms of the applicable laws. The IRP is contemplating to file an application with the adjudicating authority under Section 19 (2) of the Insolvency and Bankruptcy Code, 2016 for seeking necessary directions against the non-cooperating directors and officers of the Corporate Debtor.
2. Claims from certain financial creditors have presently not been admitted due to lack of adequate information and / or supporting documentation. Such claims may be admitted at a later date subject to additional information/clarifications being provided by the respective financial creditors.
3. Claims that are admitted may be subjected to further substantiation / modification depending on further developments and the basis of additional evidence, information or clarifications.
4. **Claims under verification** have not been taken into consideration to ascertain the voting percentage of the financial creditors.
5. The security interest reflected above in favour of the financial creditors is subject to further review.
6. The security interest reflected above is subject to further substantiation/ modification on the basis of additional evidence or clarification.