Sr. No.	Name of Creditor	Amount Claimed	Amount Estimated
1	State Tax Department of Gujarat	34,351,895	34,351,895
2	Mariner Pacific Limited	940,292,257	-
3	Swasti Chem Private Limited	1,092,166	799,515
4	SBICAP Trustee Company Limited	1,888,000	1,888,000
5	Rohit Asudani, Dy. Commissioner of Income Tax	3,152,115,296	-
6	Axis Trustee Services Limited (ATSL)	1,226,947	1,226,947
7	Shah Pharmachem Co.	145,374	-
8	Madison Pacific Trust Limited	5,232,474	5,232,474
9	Godavari Bone Mill	2,461,305	2,461,305
10	Manjeera Bone Mill	2,904,550	2,904,550
11	Indian bone Meal Industries	9,351,527	9,351,527
12	Ashan Exports and Furnishers	3,176,010	1,549,800
13	AMA Fisherries	3,226,706	2,456,686
14	Carmel Crushers & Fertilizers	5,656,356	5,656,356
	Total	4,163,120,863	67,879,055

#### List of Operational Creditors' claims as on August 04, 2018:

(#) Acceptance of the claim is subject to receipt of certain documents /clarifications from the Financial Creditors in relation to interest, penal charges, agreements, contracts etc. The analysis and findings delineated in this report are specifically subject to information received up to August 04, 2018. The same may change subject to any material information received from the creditors affecting the claim amounts.

The analysis and findings delineated in this report are specifically based on documents and information submitted by the creditors *(subject to further verification of the same)*.

Sr. No.	Name of Employee	Amount Claimed	Amount Estimated
1	Dr. Anand Vardhan	796,330	304,207
2	Vijay Darji	83,421	83,421
3	Sanjay Pitamber Ingle	350,000	325,579
4	Sanjay K Surana	1,743,356	-
5	Chandrakant Belwal	150,000	124,809
6	Ansiram Bhagwanrao Harale	250,000	202,945
7	Payal Tejas Shah	109,992	-
8	Tejas Rohitkumar Shah	944,576	944,576
9	Sunita S Surana	616,746	-
10	Prashant Shivaji Chaudhari	90,000	63,938
11	Ghanshyam Nayak	300,000	159,944
12	Joshi Bhavinkumar Kanubhai	Not Available	-
13	Himanshu Shanilal Dedhia	266,892	266,892
14	Sagar Premjibhai kothadiya	Not Available	-
15	Chetanbhai Sureshbhai Vaghela	35,616	35,616
16	Vijaykumar Pravinchandra Tailor	100,400	100,393
17	Patel Janakbhai Jashubhai	84,091	84,061
18	Ajay J Mistry	Not Available	-
19	Mr. Ketulkumar Kirtanbhai Paramar	Not Available	-
20	Urveshkumar Chaudhari	Not Available	-
21	Rahul Sahu	Not Available	-
22	Hariom Yadav	Not Available	-
23	Jayesh Pravin Patil	Not Available	-
	Total	5,921,420	2,696,381

#### List of employees/workmen claims as on August 04, 2018:

The analysis and findings delineated in this report are specifically based on documents and information submitted by the creditors *(subject to further verification of the same)*.

#### List of financial claims as on August 04, 2018:

Sr. No.	Financial Creditors Claimant	Amounts claimed - INR Cr	Admitted amounts of claims - INR Cr
1	JM Financial (Assigned by Federal bank)	119.10	119.10
2	JM Financial (Assigned OBC bank)	24.98	-
3	Indian Overseas Bank HONG KONG	15.51	15.51
4	Indian Overseas Bank India	638.52	638.52
5	Union Bank of India	155.58	155.58
6	PNB International	62.90	42.03
7	PNB Hongkong	65.73	65.73
8	PNB India	1,113.88	375.84
9	Syndicate Bank	142.42	142.42
10	Syndicate Bank london branch	193.64	193.64
11	Bank of India	403.80	402.85
12	Bank of India london branch (CG)	129.32	127.15
13	Punjab & Sind Bank	99.57	57.58
14	Bank of Maharashtra	32.15	32.15
15	Oriental Bank of Commerce	47.77	47.77
16	LIC	730.13	730.13
17	IDBI Bank	63.05	63.05
18	UCO Bank	2,247.20	747.61
19	UCO Bank Singapore Branch	46.00	46.00
20	UCO Bank Hongkong Branch	92.94	92.94
21	Laxmi Vilas Bank	15.83	15.83
22	Vijaya Bank	153.74	82.60
23	Catholic Syrian Bank	25.93	25.93
24	Exim Bank	29.21	29.21
25	Allahabad bank	1,049.58	558.75
26	State bank of India	732.28	732.28
27	Bank of Baroda	520.22	520.22
28	Bank of Baroda	30.46	30.46
29	Bank of Baroda	126.48	126.48
30	Andhra Bank	1,333.02	465.54
31	HDFC Bank	17.84	17.84
32	J P Morgan Chase	73.86	73.86
33	Madison Pacific Trust Limited	1,354.51	-
	Total	11,887.16	6,774.61

The analysis and findings delineated in this report are specifically based on documents and information submitted by the creditors *(subject to further verification of the same)*.

#### SECURITY DESCRIPTIONS OF FINANCIAL CREDITORS<sup>1</sup>

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
1.	Allahabad Bank <sup>2</sup>	Stand - by letter	A. First ranking charge on movable and
		of credit ("ANZ	immovable assets of Sterling Exploration
		SBLC") facility	and Energy Production Company Limited -
		for the financing	Nigeria ("SEEPCO - Nigeria"), both present
		of the 'Anieze'	and future;
		oilfields in	
		Nigeria	B. First ranking pledge of 100% of the
			shareholding of Sterling Oil Private Limited
			(" <b>SOPL</b> ") as held by Sterling Global Oil
			Resources Private Limited ("SGORPL");
			C. First ranking pledge of 92.464% shareholding
			of Sterling Exploration and Energy
			Production Company Limited - British Virgin
			Islands ("SEEPCO - BVI") as held by SOPL;
			D. First ranking pledge of 90% of the
			shareholding of SEEPCO - Nigeria as held by
			SEEPCO - BVI;
			E. First ranking pledge of 10% of the
			shareholding of SEEPCO - Nigeria held by Mr.
			Nitin J. Sandesara;
			mun J. Januesara,

<sup>1</sup> **<u>Comment</u>**: It is pertinent to note that the details of security interest and the details of the facilities sanctioned by various financial creditors have been prepared on the claims filed by such financial creditors, the supporting documents / information provided in support of such claims and the follow – up information as provided from time to time. Therefore, the details of security interest and the details of the facilities sanctioned by various financial creditors as enumerated herein are subject to further determination / verification and further information / documents as provided by such financial creditors from time to time in response to our queries / clarifications sought, during the corporate insolvency resolution process, as per the provisions of the Insolvency and Bankruptcy Code, 2016.

<sup>2</sup> <u>Comment</u>: It is pertinent to note that Allahabad Bank has not provided the details of the facilities sanctioned by Allahabad Bank to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by Allahabad Bank have been prepared on the basis of the documents provided by Allahabad Bank and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Allahabad Bank from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			F. Personal guarantee of Mr. Nitin J.
			Sandesara;
			G. First ranking charge on oil receivables of
			SEEPCO - Nigeria in respect of the project ("ANZ Project") for development and
			exploration of the oilfields in the 'Anieze'
			field forming part of the OPL - 280 block in
			the Niger Delta region of Nigeria and the
			offshore trust and retention account(s) into
			which such receivables will be deposited
			and all other such bank account(s);
			H. First ranking charge on receivables of
			SEEPCO - BVI, SOPL and SGORPL;
			I. First ranking charge on the bank account(s)
			/ trust retention account(s) of Sterling
			Biotech Limited (the <b>"Company"</b> ), PMT
			Machines Limited ("PMT"), Sterling SEZ and
			Infrastructure Limited ("SSIL") and SGORPL;
			J. Non - disposal undertaking in respect of
			100% of the shareholding in SORL by the
			shareholders of Sterling Oil Resources
			Limited ("SORL");
			K. Non - disposal undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI
			as held by Sterling International Enterprises
			Limited ("SIEL");
			L. Non - disposal undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI
			as held by SORL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			M. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by the Company;
			N. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by PMT;
			O. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by SSIL;
			P. Non - disposal undertaking by SORL in
			respect of its 100% of the shareholding in
			SGORPL;
			Q. Non - disposal undertaking by SEEPCO -
			Nigeria in respect of its assets;
			R. Corporate guarantee by SEEPCO - Nigeria;
			C First ranking sharge on all tangible and
			S. First ranking charge on all tangible and intangible movable and immovable assets of
			the Company, PMT and SSIL, both present
			and future;
			T. First ranking pledge of all the fully paid - up
			and issued equity shares of the Company, as
			held by the promoters of the Company;
			U. First ranking pledge of all the fully paid - up
			and issued equity shares of PMT, as held by
			the promoters of PMT;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			V. First ranking pledge of all the fully paid - up
			and issued equity shares of SSIL, as held by
			the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J.
			Sandesara.
		Rupee term loan	A. First charge on all present and future
		facility	tangible / intangible movable assets of the
			Company, PMT and SSIL;
			B. First charge on all present and future
			immovable assets of the Company including
			the immovable properties of the Company
			as described in <b>Schedule</b> - I hereto and all
			present and future immovable properties of
			PMT and SSIL;
			C. First pari - passu charge on the trust and
			retention account of the Company, PMT and
			SSIL and any other bank accounts of the
			Company, PMT and SSIL;
			D. First shares by your of plades over the
			D. First charge by way of pledge over the entire shareholding of the promoter group
			in the Company, PMT, SSIL and Sterling Port
			Limited ("SPL");
			. "
			E. First charge on all current assets, including
			tools and spares and all the stock of finished
			goods, semi - finished goods, work - in -
			progress, raw materials etc., all such trade
			receivables and charge on the receivables,
			trade debts and all monies credited /
			deposited and / or to be credited /
			deposited therein, of SSIL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
		Working capital consortium facility	A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;
			B. Second <i>pari - passu</i> charge over all of the immovable properties of the Company as described in <b>Schedule - I</b> hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Term loan	A. First pari - passu charge over all of the
		consortium	immovable properties of the Company as
		facility	described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future;
			B. Second pari - passu charge over all current
			assets, including tools and spares and all the
			stock of finished goods, semi - finished
			goods, work - in - progress, raw materials
			etc., all such trade receivables and charge
			on the receivables, trade debts and all
			monies credited / deposited and / or to be
			credited / deposited therein; and
			C. Personal Guarantee issued by Mr. Nitin J.
			Sandesara and Mr. Chetan J. Sandesara.
		External	A. First ranking mortgage and charge over all
		commercial	the immovable properties as described in
		borrowings	Schedule - I hereto and movable properties
		("ECB")	and assets, both present and future, of the
		consortium	Company;
		facility	
			B. Second charge on all current assets,
			including tools and spares and all the stock
			of finished goods, semi - finished goods,
			work - in - progress, raw materials etc. of
			the Company;
			C. First ranking charge or assignment or
			security interest of the rights of the
			Company under each of the documents
			pertaining to project (the " <b>Project</b> ") for
			expansion of the existing infrastructure

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>facilities for manufacture of gelatin at a notified special economic zone in Bharuch, Gujarat;</li> <li>D. First ranking charge or assignment on the rights of the Company under each of the insurance contracts pertaining to the Project; and</li> <li>E. First ranking charge or assignment on all bank accounts of the Company including the debt service reserve account and the</li> </ul>
		Term loan facility	<ul> <li>designated (overseas) account.</li> <li>A. First charge over factory land and buildings of the Company at Karkhadi including plant and machinery and all moveable fixed assets, both present and future;</li> </ul>
			B. First charge over all current assets of the Company in Vadodara, Gujarat, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein; and
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
2.		ANZ SBLC facility	A. First ranking charge on movable and immovable assets of SEEPCO - Nigeria, both present and future;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
	Andhra Bank <sup>3</sup>		B. First ranking pledge of 100% of the shareholding of SOPL as held by SGORPL;
			C. First ranking pledge of 92.464% shareholding of SEEPCO - BVI as held by SOPL;
			<ul> <li>D. First ranking pledge of 90% of the shareholding of SEEPCO - Nigeria as held by SEEPCO - BVI;</li> </ul>
			E. First ranking pledge of 10% of the shareholding of SEEPCO - Nigeria held by Mr. Nitin J. Sandesara;
			F. Personal guarantee of Mr. Nitin J. Sandesara;
			<ul> <li>G. First ranking charge on oil receivables of SEEPCO - Nigeria in respect of the ANZ Project and the offshore trust and retention account(s) into which such receivables will be deposited and all other such bank account(s);</li> </ul>
			H. First ranking charge on receivables of SEEPCO - BVI, SOPL and SGORPL;
			<ul> <li>First ranking charge on the bank account(s)</li> <li>/ trust retention account(s) of the Company, PMT, SSIL and SGORPL;</li> </ul>

<sup>3</sup> <u>Comment</u>: It is pertinent to note that Andhra Bank has not provided the details of the facilities sanctioned by Andhra Bank to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by Andhra Bank have been prepared on the basis of the documents provided by Andhra Bank and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Andhra Bank from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>J. Non - disposal undertaking in respect of 100% of the shareholding in SORL by the shareholders of SORL;</li> </ul>
			<ul> <li>K. Non - disposal undertaking in respect of 2.312% of the shareholding in SEEPCO - BVI as held by SIEL;</li> </ul>
			<ul> <li>Non - disposal undertaking in respect of 2.312% of the shareholding in SEEPCO - BVI as held by SORL;</li> </ul>
			<ul> <li>M. Non - disposal undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by the Company;</li> </ul>
			<ul> <li>Non - disposal undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by PMT;</li> </ul>
			<ul> <li>Non - disposal undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by SSIL;</li> </ul>
			P. Non - disposal undertaking by SORL in respect of its 100% of the shareholding in SGORPL;
			Q. Non - disposal undertaking by SEEPCO - Nigeria in respect of its assets;
			R. Corporate guarantee by SEEPCO - Nigeria;
			S. First ranking charge on all tangible and intangible movable and immovable assets of

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			the Company, PMT and SSIL, both present and future;
			<ul> <li>First ranking pledge of all the fully paid - up and issued equity shares of the Company, as held by the promoters of the Company;</li> </ul>
			U. First ranking pledge of all the fully paid - up and issued equity shares of PMT, as held by the promoters of PMT;
			V. First ranking pledge of all the fully paid - up and issued equity shares of SSIL, as held by the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J. Sandesara.
		Rupee term loan facility	A. First charge on all present and future tangible / intangible movable assets of the Company, PMT and SSIL;
			B. First charge on all present and future immovable assets of the Company including the immovable properties of the Company as described in <b>Schedule</b> - I hereto and all present and future immovable properties of PMT and SSIL;
			C. First <i>pari - passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First charge by way of pledge over the
			entire shareholding of the promoter group
			in the Company, PMT, SSIL and SPL;
			in the company, this sole and sile,
			E. First charge on all current assets, including
			tools and spares and all the stock of finished
			goods, semi - finished goods, work - in -
			progress, raw materials etc., all such trade
			receivables and charge on the receivables,
			trade debts and all monies credited / deposited and / or to be credited /
			deposited therein, of SSIL;
			F. Second charge on all current assets,
			including tools and spares and all the stock
			of finished goods, semi - finished goods,
			work - in - progress, raw materials etc., all such trade receivables and charge on the
			receivables, trade debts and all monies
			credited / deposited and / or to be credited
			/ deposited therein, of the Company and
			PMT; and
			G. Irrevocable personal guarantee issued by
			Mr. Nitin J. Sandesara and Mr. Chetan J.
			Sandesara.
		Term loan	A. First <i>pari - passu</i> charge over all of the
		consortium	immovable properties of the Company as
		facility	described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future;
			B. Second <i>pari - passu</i> charge over all current
			assets, including tools and spares and all the

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Working capital	<ul> <li>stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein; and</li> <li>C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.</li> <li>A. First pari - passu charge over all current</li> </ul>
		facility	A. Thist pull - passa charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;
			B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
3.	Bank of Baroda, London	ECB Consortium facility	<ul> <li>First ranking mortgage and charge over all the immovable properties as described in Schedule - I hereto and movable properties and assets, both present and future, of the Company;</li> </ul>

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>B. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc. of the Company;</li> </ul>
			C. First ranking charge or assignment or security interest of the rights of the Company under each of the documents pertaining to the Project;
			D. First ranking charge or assignment on the rights of the Company under each of the insurance contracts pertaining to the Project; and
			E. First ranking charge or assignment on all bank accounts of the Company including the debt service reserve account and the designated (overseas) account.
4.	Bank of Baroda, India <sup>4</sup>	Rupee term loan facility	A. First charge on all present and future tangible / intangible movable assets of the Company, PMT and SSIL;
			B. First charge on all present and future immovable assets of the Company including the immovable properties of the Company as described in <b>Schedule</b> - I hereto and all present and future immovable properties of PMT and SSIL;

<sup>&</sup>lt;sup>4</sup> **<u>Comment</u>**: It is pertinent to note that Bank of Baroda has not provided the details of the facilities sanctioned by Bank of Baroda to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by Bank of Baroda have been prepared on the basis of the documents provided by Bank of Baroda and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Bank of Baroda from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			C. First <i>pari - passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
		Working capital consortium facility	A. First <i>pari</i> - <i>passu</i> charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			-
			<ul> <li>relation to the Facility</li> <li>goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;</li> <li>B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> <li>C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.</li> <li>A. Pledge on 91.7% of the issued shares of British Oil and Gas Exploration Nigeria Limited.</li> <li>B. First charge on the debt service reserve account of BOGEL bearing number 94100292000982 and the escrow account of BOGEL bearing number 94100292000983.</li> <li>C. First charge on the construction insurances and the existing fixed asset insurances obtained in connection with the rigs.</li> <li>D. First charge on project agreements entered</li> </ul>
			<ul> <li>94100292000982 and the escrow account BOGEL bearing number 94100292000983.</li> <li>C. First charge on the construction insurance and the existing fixed asset insurance obtained in connection with the rigs.</li> </ul>

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			F. First charge on BOGEL's interest in third rig
			(i.e. Durga 3) as described in Schedule - II
			hereto.
			G. First charge on BOGEL's interest in fourth
			rig (i.e. Durga 4) as described in Schedule -
			ll hereto.
			H. Personal guarantee of Mr. Nitin Sandesara.
5.	Bank of India,	ECB Consortium	A. First ranking mortgage and charge over all
5.	London	facility	the immovable property as described in
		lachty	Schedule - I hereto and movable properties
			and assets, both present and future, of the
			Company;
			B. Second charge on all current assets,
			including tools and spares and all the stock
			of finished goods, semi - finished goods,
			work - in - progress, raw materials etc. of
			the Company;
			C. First ranking charge or assignment or
			security interest of the rights of the
			Company under each of the documents
			pertaining to the Project;
			D. First ranking charge or assignment on the
			rights of the Company under each of the
			insurance contracts pertaining to the
			Project; and
			E. First ranking charge or assignment on all
			bank accounts of the Company including the
			debt service reserve account and the
			designated (overseas) account.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Facility provided	A. A first preferred mortgage dated August 24,
		to Atlantic Blue	2012 for mortgage of all the shares of the
		Water Services	ship MV 'BRAHMNI' which was registered in
		Limited	2011 in Moroni as evidenced by the
		("ABWSL")	Certificate of Registration of Charge dated
			September 5, 2012 bearing Charge ID:
			F4NN9A issued by Registrar of Corporate
			Affairs, Territory of the British Virgin
			Islands.
			B. A first preferred mortgage dated August 24,
			2012 for mortgage of all the shares of the
			ship MV 'AMBE' which was registered in 2012
			in Moroni as evidenced by the Certificate of
			Registration of Charge dated September 5,
			2012 bearing Charge ID: Y4YW5K issued by
			Registrar of Corporate Affairs, Territory of
			the British Virgin Islands.
			C. A first preferred mortgage dated August 24,
			2012 for mortgage of all the shares of the
			ship MV 'BHAVVYA' which was registered in
			2012 in Moroni as evidenced by the
			Certificate of Registration of Charge dated
			September 5, 2012 bearing Charge ID:
			SUT7VE issued by Registrar of Corporate
			Affairs, Territory of the British Virgin
			Islands.
			D. A first preferred mortgage dated August 24,
			2012 for mortgage of all the shares of the
			ship MV 'ANANTA' which was registered in
			2012 in Moroni as evidenced by the
			Certificate of Registration of Charge dated
			September 5, 2012 bearing Charge ID:

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			1QOHYT issued by Registrar of Corporate Affairs, Territory of the British Virgin Islands.
			E. A first preferred Panamanian Mortgage dated October 2, 2012 for mortgage of all its rights title and interest on the vessel 'VRINDA' which was registered in the Republic of Panama as evidenced by the Certificate of Registration of Charge dated October 8, 2012 bearing Charge ID: 7ZNRD5issued by Registrar of Corporate Affairs, Territory of the British Virgin Islands and also as evidenced by Certificate of Preliminary Registration of Ship's Mortgage bearing IPHN NO. 7934 dated 03/10/2012 issued by Public Registry of Panama.
			F. A first preferred Panamanian Mortgage dated October 2, 2012 for mortgage of all its rights title and interest on the vessel 'TULJA' which was registered in the Republic of Panama as evidenced by the Certificate of Registration of Charge dated October 8, 2012 bearing Charge ID: EMNEX6 issued by Registrar of Corporate Affairs, Territory of the British Virgin Islands and also as evidenced by Certificate of Preliminary Registration of Ship's Mortgage bearing IPHN NO. 7933 dated 03/10/2012 issued by Public Registry of Panama.
			G. A first preferred Panamanian Mortgage dated December 4, 2014 for mortgage of all its rights, title and interest on the vessel 'TULJA BHAVANI' which was registered in

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
-			the Republic of Panama as evidenced by the
			Certificate of Registration of Charge dated
			October 4, 2014 bearing Charge ID: BME2NS
			issued by Registrar of Corporate Affairs,
			Territory of the British Virgin Islands and
			also as evidenced by Certificate of
			Preliminary Registration of Ship's Mortgage
			bearing IPHN NO. 7934 dated 03/10/2012
			issued by Public Registry of Panama.
			H. A mortgage dated June 23, 2015 for
			mortgage of all the vessel 'Atlantic-1' as
			evidenced by the Certificate of Registration
			of Charge dated July 16, 2015 bearing
			Charge ID: FJXAZO issued by Registrar of
			Corporate Affairs, Territory of the British
			Virgin Islands.
			I. A mortgage dated June 23, 2015 for
			mortgage of all the vessel 'Atlantic-2' as
			evidenced by the Certificate of Registration
			of Charge dated July 16, 2015 bearing
			Charge ID: A0R0YP issued by Registrar of
			Corporate Affairs, Territory of the British
			Virgin Islands.
			J. A mortgage dated June 23, 2015 for
			mortgage of all the vessel 'Atlantic-3' as
			evidenced by the Certificate of Registration
			of Charge dated July 16, 2015 bearing
			Charge ID: RXZHH7 issued by Registrar of
			Corporate Affairs, Territory of the British
			Virgin Islands.
			K A mortgage dated lune 22 2015 for
			K. A mortgage dated June 23, 2015 for
			mortgage of all the vessel 'Atlantic-4' as

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			evidenced by the Certificate of Registration
			of Charge dated July 16, 2015 bearing
			Charge ID: TX4ZLI issued by Registrar of
			Corporate Affairs, Territory of the British
			Virgin Islands.
			L. A mortgage dated June 23, 2015 for
			mortgage of all the vessel 'Atlantic-5' as
			evidenced by the Certificate of Registration
			of Charge dated July 16, 2015 bearing
			Charge ID: 03M75Y issued by Registrar of
			Corporate Affairs, Territory of the British
			Virgin Islands.
			M. First charge on the debt service reserve
			account of BOGEL bearing number
			0273010080 and the escrow account of
			BOGEL bearing number 0272010080.
			N. First charge on the insurances of all secured
			assets.
			O. First charge on:
			(a) ADM/CL's movable properties including
			<ul> <li>(a) ABWSL's movable properties including fixed and current assets plan and</li> </ul>
			machinery, receivables, earnings,
			claims against third parties and
			revenues of ABWSL of whatever
			natures and however described
			including vessels which are not
			registered in Nigeria and/or in any
			other Country (both tangible and
			intangible), present and future, by
			way of hypothecation of the same
			including the following:

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			(i) Plant and machinery for evacuation and logistics terminal;
			(ii) Jetty for barge operation equipped with loading hoses, bollards, fenders, fire - fighting and security systems, loading/unloading arms, etc.
			<ul> <li>(iii) Tank farm consisting of crude storage tanks, pump houses, pipelines, loading hoses, valves, control rooms, metering facilities, fire and security systems, shipping office, security towers, warehouses and other ancillaries.</li> </ul>
			(iv) 8 Patrol Boats namely - Atlantic - 1, Atlantic - 2, Atlantic - 3, Atlantic - 4, Atlantic - 5, Atlantic - 6, Atlantic - 7 and Atlantic - 8.
			(b) All insurance policies, including insurance policies in favour of security trustee noting the interest of the lenders.
			<ul> <li>P. Charge on (i) 50,000 shares owned by Atlantic Bluewater Investments Limited; (ii) 11,000 shares owned by the Company and (iii) 11,000 shares owned by SORL in ABWSL.</li> </ul>

Sr. No.	Particulars of the Financial Creditor	Particulars of the Facility	Brief Details of the Security Interest created in relation to the Facility
			Q. Assignment of oil transport services agreement dated August 9, 2010 between ABWSL and Sterling Oil Exploration and Energy Production Company Limited.
			R. Personal guarantee of Mr. Nitin Sandesara.
			S. Corporate guarantee of the Company, Sterling Oil Exploration and Energy Production Company Limited (Nigeria) and SORL.
		Facility provided to BOGEL	A. Pledge on 91.7% of the issued shares of British Oil and Gas Exploration Nigeria Limited.
			B. First charge on the debt service reserve account of BOGEL bearing number 94100292000982 and the escrow account of BOGEL bearing number 94100292000983.
			C. First charge on the construction insurances and the existing fixed asset insurances obtained in connection with the rigs.
			D. First charge on project agreements entered into with respect to the rigs.
			<ul> <li>First charge on BOGEL's interest in two rigs</li> <li>(i.e. Durga 1 and Durga 2) as described in</li> <li>Schedule - II hereto.</li> </ul>
			<ul> <li>F. First charge on BOGEL's interest in third rig (i.e. Durga 3) as described in Schedule - II hereto.</li> </ul>

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>G. First charge on BOGEL's interest in fourth rig (i.e. Durga 4) as described in Schedule - II hereto.</li> </ul>
			H. Personal guarantee of Mr. Nitin Sandesara.
6.	Bank of India, India⁵	ANZ SBLC facility	A. First ranking charge on movable and immovable assets of SEEPCO - Nigeria, both present and future;
			B. First ranking pledge of 100% of the shareholding of SOPL as held by SGORPL;
			C. First ranking pledge of 92.464% shareholding of SEEPCO - BVI as held by SOPL;
			D. First ranking pledge of 90% of the shareholding of SEEPCO - Nigeria as held by SEEPCO - BVI;
			E. First ranking pledge of 10% of the shareholding of SEEPCO - Nigeria held by Mr. Nitin J. Sandesara;
			F. Personal guarantee of Mr. Nitin J. Sandesara;
			<ul> <li>G. First ranking charge on oil receivables of SEEPCO - Nigeria in respect of the ANZ Project and the offshore trust and retention account(s) into which such receivables will</li> </ul>

<sup>5</sup> **Comment**: It is pertinent to note that Bank of India has not provided the details of the facilities sanctioned by Bank of India to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by Bank of India have been prepared on the basis of the documents provided by Bank of India and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Bank of India from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			be deposited and all other such bank
			account(s);
			H. First ranking charge on receivables of SEEPCO - BVI, SOPL and SGORPL;
			I. First ranking charge on the bank account(s)
			<ul><li>/ trust retention account(s) of the Company, PMT, SSIL and SGORPL;</li></ul>
			J. Non - disposal undertaking in respect of
			100% of the shareholding in SORL by the shareholders of SORL;
			K. Non - disposal undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI as held by SIEL;
			L. Non - disposal undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI as held by SORL;
			M. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI as held by the Company;
			N. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI as held by PMT;
			O. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by SSIL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			P. Non - disposal undertaking by SORL in
			respect of its 100% of the shareholding in
			SGORPL;
			Q. Non - disposal undertaking by SEEPCO -
			Nigeria in respect of its assets;
			R. Corporate guarantee by SEEPCO - Nigeria;
			S. First ranking charge on all tangible and
			intangible movable and immovable assets of
			the Company, PMT and SSIL, both present
			and future;
			T. First ranking pledge of all the fully paid - up
			and issued equity shares of the Company, as
			held by the promoters of the Company;
			U. First ranking pledge of all the fully paid - up
			and issued equity shares of PMT, as held by
			the promoters of PMT;
			V. First ranking pledge of all the fully paid - up
			and issued equity shares of SSIL, as held by
			the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J.
			Sandesara.
		Dura en facto d	
		Rupee term loan	A. First charge on all present and future
		facility	tangible / intangible movable assets of the Company, PMT and SSIL;
			company, i mit and ssic,
			B. First charge on all present and future
			immovable assets of the Company including
			the immovable properties of the Company
			as described in Schedule - I hereto and all

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>present and future immovable properties of PMT and SSIL;</li> <li>C. First <i>pari</i> - <i>passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;</li> </ul>
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Working capital	A. First pari - passu charge over all current
		consortium	assets, including tools and spares and all the
		facility	stock of finished goods, semi - finished
			goods, work - in - progress, raw materials
			etc., all such trade receivables and charge
			on the receivables, trade debts and all
			monies credited / deposited and / or to be
			credited / deposited therein;
			B. Second pari - passu charge over all of the
			immovable properties of the Company as
			described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future; and
			C. Personal Guarantee issued by Mr. Nitin J.
			Sandesara and Mr. Chetan J. Sandesara.
7.	Bank of	Working capital	A. First pari - passu charge over all current
	Maharashtra	consortium	assets, including tools and spares and all the
		facility	stock of finished goods, semi - finished
			goods, work - in - progress, raw materials
			etc., all such trade receivables and charge
			on the receivables, trade debts and all
			monies credited / deposited and / or to be
			credited / deposited therein;
			B. Second pari - passu charge over all of the
			immovable properties of the Company as
			described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future; and
I			

Sr.	Particular	s of the	Particulars of	Brie	f Details of the Security Interest created in
No.	Financial (	Creditor	the Facility		relation to the Facility
				С.	Personal Guarantee issued by Mr. Nitin J.
					Sandesara and Mr. Chetan J. Sandesara.
8.	Catholic Bank	Syrian	Working capital consortium facility	Α.	First <i>pari - passu</i> charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;
				В.	Second <i>pari</i> - <i>passu</i> charge over all of the immovable properties of the Company as described in <b>Schedule</b> - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and
				c.	Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
9.	Export Bank	Import	Facility provided to BOGEL	Α.	Pledge on 91.7% of the issued shares of British Oil and Gas Exploration Nigeria Limited.
				В.	First charge on the debt service reserve account of BOGEL bearing number 94100292000982 and the escrow account of BOGEL bearing number 94100292000983.
				c.	First charge on the construction insurances and the existing fixed asset insurances obtained in connection with the rigs.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First charge on project agreements entered
			into with respect to the rigs.
			<ul> <li>E. First charge on BOGEL's interest in two rigs (i.e. Durga 1 and Durga 2) as described in Schedule - II hereto.</li> </ul>
			F. First charge on BOGEL's interest in third rig (i.e. Durga 3) as described in <b>Schedule</b> - <b>II</b> hereto.
			<ul> <li>G. First charge on BOGEL's interest in fourth rig (i.e. Durga 4) as described in Schedule - II hereto.</li> </ul>
			H. Personal guarantee of Mr. Nitin Sandesara.
10.	HDFC Bank	Derivatives	These are unsecured in nature.
11.	IDBI Bank	Term loan facility	<ul> <li>A. First pari - passu mortgage and charge in favour of IDBI Bank of all the Company's immovable properties described in Schedule - I hereto, both present and future;</li> </ul>
			B. First <i>pari</i> - <i>passu</i> charge by way of hypothecation on all movables (save and except book debts), including movable machinery, machinery spares, tools and accessories, present and future, subject to prior charges created and/or to be created;
			C. Unconditional and irrevocable guarantee of Nitin J. Sandesara and Chetan J. Sandesara.

	Particulars of	Brief Details of the Security Interest created in
Financial Creditor	the Facility	relation to the Facility
Indian Overseas	ECB Consortium	A. First ranking mortgage and charge over all
Bank, Hong Kong	facility	the immovable property as described in
		Schedule - I hereto and movable properties
		and assets, both present and future, of the
		Company;
		B. Second charge on all current assets,
		including tools and spares and all the stock
		of finished goods, semi - finished goods,
		work - in - progress, raw materials etc. of
		the Company;
		C. First ranking charge or assignment or
		security interest of the rights of the
		Company under each of the documents
		pertaining to the Project;
		D. First ranking charge or assignment on the
		rights of the Company under each of the
		insurance contracts pertaining to the
		Project; and
		E First replice charge or essimption of all
		E. First ranking charge or assignment on all bank accounts of the Company including the
		debt service reserve account and the
		designated (overseas) account.
	Facility provided	A. Pledge on 91.7% of the issued shares of
	to BOGEL	British Oil and Gas Exploration Nigeria
		Limited.
		B. First charge on the debt service reserve
		account of BOGEL bearing number
		94100292000982 and the escrow account of
		BOGEL bearing number 94100292000983.
		ndian Overseas ECB Consortium Bank, Hong Kong facility

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			C. First charge on the construction insurances
			and the existing fixed asset insurances
			obtained in connection with the rigs.
			D. First charge on project agreements entered
			into with respect to the rigs.
			E. First charge on BOGEL's interest in two rigs
			(i.e. Durga 1 and Durga 2) as described in
			Schedule - II hereto.
			F. First charge on BOGEL's interest in third rig
			(i.e. Durga 3) as described in <b>Schedule - II</b> hereto.
			G. First charge on BOGEL's interest in fourth
			rig (i.e. Durga 4) as described in Schedule -
			ll hereto.
			H. Personal guarantee of Mr. Nitin Sandesara.
13.	Indian Overseas	Rupee term loan	A. First charge on all present and future
	Bank, India	facility	tangible / intangible movable assets of the
			Company, PMT and SSIL;
			B. First charge on all present and future
			immovable assets of the Company including
			the immovable properties of the Company
			as described in <b>Schedule - I</b> hereto and all
			present and future immovable properties of
			PMT and SSIL;
			C. First pari - passu charge on the trust and
			retention account of the Company, PMT and
			SSIL and any other bank accounts of the
			Company, PMT and SSIL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;</li> </ul>
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
		Working capital consortium facility	A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			B. Second <i>pari - passu</i> charge over all of the
			immovable properties of the Company as described in <b>Schedule</b> - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
14.	JM Financial Asset Reconstruction Company Limited	Term loan consortium facility	<ul> <li>A. First pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future;</li> <li>B. Second pari - passu charge over all current</li> </ul>
			assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein; and
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
		Working capital consortium facility	A. First <i>pari - passu</i> charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			monies credited / deposited and / or to be
			credited / deposited therein;
			B. Second pari - passu charge over all of the
			immovable properties of the Company as
			described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future; and
			C. Personal Guarantee issued by Mr. Nitin J.
			Sandesara and Mr. Chetan J. Sandesara.
		Working capital	A. First charge by way of hypothecation and /
		consortium	or pledge over the current assets including
		facility provided	stocks, raw materials, semi - finished and
		to PMT <sup>6</sup>	finished goods, stores and spares not
			relating to plant and machinery, bills
			receivable and book debts and other
			movables of PMT both present and future;
			B. Second charge by way of mortgage and
			charge over the immovable and movable
			properties (other than current assets) of
			PMT, both present and future; and
			C. Corporate guarantee issued by the
			Company.

<sup>&</sup>lt;sup>6</sup> **Comment**: It is pertinent to note that as per Form – C dated July 09, 2018, JM Financial Asset Reconstruction Company Limited has raised certain claims with regard to outstanding amounts owed by PMT, pursuant to a corporate guarantee issued by the Company. However, JM Financial Asset Reconstruction Company Limited has not provided the copy of the invocation / recall / enforcement notice issued by JM Financial Asset Reconstruction Company Limited / Oriental Bank of Commerce against the Company for invocation of the said corporate guarantee. Therefore, the details of the security interest and the amounts claimed by JM Financial Asset Reconstruction Company Limited in relation to the outstanding amounts owed by PMT, is subject to further determination / verification and further information / documents as provided by JM Financial Asset Reconstruction Company Limited from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
15.	JP Morgan Chase	Derivatives	This is unsecured in nature.
	Bank		
16.	Lakshmi Vilas	Term loan	A. First pari - passu charge over all the fixed
	Bank	facility	assets of the Company including the
			immovable properties of the Company as
			described in <b>Schedule</b> - I hereto including
			land and buildings, both present and future,
			and the moveable fixed assets of the
			Company, both present and future; and
			B. Personal Guarantee by Mr. Nitin J.
			Sandesara.
17.	Life Insurance	Issuance of non -	A. First pari - passu charge over all of the
	Corporation of	convertible	immovable properties of the Company
	India	debentures by	described in Schedule - I hereto including
		the Company	land and buildings, both present and future;
			and
			B. First <i>pari</i> - <i>passu</i> charge over all moveable
			fixed assets, both present and future.
18.	Madison Pacific	Issuance of	This is unsecured in nature.
	Trust Limited	foreign currency	
		convertible	
		bonds by the	
		Company	
19.	Oriental Bank of	Working capital	A. First pari - passu charge over all current
	Commerce	consortium	assets, including tools and spares and all the
		facility	stock of finished goods, semi - finished
			goods, work - in - progress, raw materials
			etc., all such trade receivables and charge
			on the receivables, trade debts and all

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>monies credited / deposited and / or to be credited / deposited therein;</li> <li>B. Second <i>pari - passu</i> charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> </ul>
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.
20.	Punjab and Sind Bank	Term loan facility provided to PMT	<ul> <li>First mortgage and / or charge on all movable and immovable assets (both present and future and including tangible and intangible assets) of PMT;</li> </ul>
			B. First charge on all revenues / receivables accruing to PMT and all the accounts pertaining to the project ("SEZ Project") for development of a multi - product special economic zone in Jambusar Taluka, Bharuch District, Gujarat and any other bank accounts, including but not limited to the trust and retention account;
			C. Assignment of and / or charge over all insurance policies of PMT;
			<ul> <li>Non - disposal undertaking for 51% of the paid - up and issued equity share capital of PMT;</li> </ul>
			E. First mortgage and / or charge and / or assignment over all the leasehold and other

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		-	
			rights accruing to PMT arising out of or
			under the lease deed and sub - leases, if any
			thereunder, including the right to collect
			sub - lease rentals from sub - leases, if any;
			F. Assignment of and / or charge over all
			documents pertaining to the SEZ Project of
			value in excess of INR 50,00,00,000 and all
			other material contracts, approvals /
			clearances / permits / insurance policies
			relating to all the assets of the SEZ Project,
			rights, titles, permits / approvals,
			clearances and interests of PMT; and
			G. Deed of sponsor's undertaking issued by the
			Company.
21.	Punjab National	ECB Consortium	A. First ranking mortgage and charge over all
	Bank, Hong Kong	facility	the immovable property as described in
			Schedule - I hereto and movable properties
			and assets, both present and future, of the
			Company;
			B. Second charge on all current assets,
			including tools and spares and all the stock
			of finished goods, semi - finished goods,
			work - in - progress, raw materials etc. of
			the Company;
			C. First ranking charge or assignment or
			security interest of the rights of the
			Company under each of the documents
			pertaining to the Project;
			D. First ranking charge or assignment on the
			rights of the Company under each of the
			hand of the company under each of the

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			insurance contracts pertaining to the Project; and E. First ranking charge or assignment on all bank accounts of the Company including the debt service reserve account and the designated (overseas) account.
22.	Punjab National Bank, India <sup>7</sup>	ANZ SBLC facility	A. First ranking charge on movable and immovable assets of SEEPCO - Nigeria, both present and future;
			B. First ranking pledge of 100% of the shareholding of SOPL as held by SGORPL;
			C. First ranking pledge of 92.464% shareholding of SEEPCO - BVI as held by SOPL;
			D. First ranking pledge of 90% of the shareholding of SEEPCO - Nigeria as held by SEEPCO - BVI;
			E. First ranking pledge of 10% of the shareholding of SEEPCO - Nigeria held by Mr. Nitin J. Sandesara;
			F. Personal guarantee of Mr. Nitin J. Sandesara;
			G. First ranking charge on oil receivables of SEEPCO - Nigeria in respect of the ANZ

<sup>&</sup>lt;sup>7</sup> **Comment**: It is pertinent to note that Punjab National Bank has not provided the details of the facilities sanctioned by Punjab National Bank to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by Punjab National Bank have been prepared on the basis of the documents provided by Punjab National Bank and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Punjab National Bank from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			Project and the offshore trust and retention
			account(s) into which such receivables will
			be deposited and all other such bank
			account(s);
			H. First ranking charge on receivables of
			SEEPCO - BVI, SOPL and SGORPL;
			I. First ranking charge on the bank account(s)
			/ trust retention account(s) of the
			Company, PMT, SSIL and SGORPL;
			J. Non - disposal Undertaking in respect of
			100% of the shareholding in SORL by the
			shareholders of SORL;
			K. Non - disposal Undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI
			as held by SIEL;
			L. Non - disposal Undertaking in respect of
			2.312% of the shareholding in SEEPCO - BVI
			as held by SORL;
			M. Non - disposal Undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by the Company;
			N. Non - disposal Undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by PMT;
			O. Non - disposal Undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by SSIL;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			P. Non - disposal Undertaking by SORL in
			respect of its 100% of the shareholding in
			SGORPL;
			Q. Non - disposal Undertaking by SEEPCO -
			Nigeria in respect of its assets;
			R. Corporate guarantee by SEEPCO - Nigeria;
			S. First ranking charge on all tangible and
			intangible movable and immovable assets of
			the Company, PMT and SSIL, both present
			and future;
			T. First ranking pledge of all the fully paid - up
			and issued equity shares of the Company, as
			held by the promoters of the Company;
			neta by the promoters of the company,
			U. First ranking pledge of all the fully paid - up
			and issued equity shares of PMT, as held by
			the promoters of PMT;
			V. First ranking pledge of all the fully paid - up
			and issued equity shares of SSIL, as held by
			the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J.
			Sandesara.
		Rupee term loan	A. First charge on all present and future
		facility	tangible / intangible movable assets of the
			Company, PMT and SSIL;
			R First sharge on all present and future
			<ul> <li>First charge on all present and future immovable assets of the Company including</li> </ul>
			the immovable properties of the Company
			the minovable properties of the company

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			as described in Schedule - I hereto and all
			present and future immovable properties of PMT and SSIL;
			C. First <i>pari - passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Working capital	A. First pari - passu charge over all current
		consortium	assets, including tools and spares and all the
		facility	stock of finished goods, semi - finished
			goods, work - in - progress, raw materials
			etc., all such trade receivables and charge
			on the receivables, trade debts and all
			monies credited / deposited and / or to be
			credited / deposited therein;
			B. Second pari - passu charge over all of the
			immovable properties of the Company as
			described in Schedule - I hereto including
			land, buildings, plant and machinery and all
			moveable fixed assets, both present and
			future; and
			C. Personal Guarantee issued by Mr. Nitin J.
			Sandesara and Mr. Chetan J. Sandesara.
23.	Punjab National	ECB Consortium	A. First ranking mortgage and charge over all
	Bank	facility	the immovable property as described in
	(International)		Schedule - I hereto and movable properties
	Limited, London		and assets, both present and future, of the
			Company;
			B. Second charge on all current assets,
			including tools and spares and all the stock
			of finished goods, semi - finished goods,
			work - in - progress, raw materials etc. of
			the Company;
			C. First ranking charge or assignment or
			security interest of the rights of the
			Company under each of the documents
			pertaining to the Project;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First ranking charge or assignment on the
			rights of the Company under each of the
			insurance contracts pertaining to the
			Project; and
			E. First ranking charge or assignment on all
			bank accounts of the Company including the
			debt service reserve account and the
			designated (overseas) account.
			This is successful in the
		Issuance of	This is unsecured in nature.
		foreign currency convertible	
		bonds by the	
		Company	
		company	
24.	State Bank of India	ANZ SBLC facility	A. First ranking charge on movable and
		2	immovable assets of SEEPCO - Nigeria, both
			present and future;
			B. First ranking pledge of 100% of the
			shareholding of SOPL as held by SGORPL;
			C. First ranking pledge of 92.464% shareholding
			of SEEPCO - BVI as held by SOPL;
			D. First ranking pledge of 90% of the
			shareholding of SEEPCO - Nigeria as held by
			SEEPCO - BVI;
			E. First ranking pledge of 10% of the
			shareholding of SEEPCO - Nigeria held by Mr.
			Nitin J. Sandesara;
			F. Personal guarantee of Mr. Nitin J.
			Sandesara;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			G. First ranking charge on oil receivables of SEEPCO - Nigeria in respect of the ANZ
			Project and the offshore trust and retention account(s) into which such receivables will be deposited and all other such bank account(s);
			H. First ranking charge on receivables of SEEPCO - BVI, SOPL and SGORPL;
			<ul> <li>First ranking charge on the bank account(s)</li> <li>/ trust retention account(s) of the Company, PMT, SSIL and SGORPL;</li> </ul>
			J. Non - disposal undertaking in respect of 100% of the shareholding in SORL by the shareholders of SORL;
			<ul> <li>K. Non - disposal undertaking in respect of 2.312% of the shareholding in SEEPCO - BVI as held by SIEL;</li> </ul>
			L. Non - disposal undertaking in respect of 2.312% of the shareholding in SEEPCO - BVI as held by SORL;
			<ul> <li>M. Non - disposal undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by the Company;</li> </ul>
			N. Non - disposal undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by PMT;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			O. Non - disposal undertaking in respect of
			0.971% of the shareholding in SEEPCO - BVI
			as held by SSIL;
			P. Non - disposal undertaking by SORL in
			respect of its 100% of the shareholding in
			SGORPL;
			Q. Non - disposal undertaking by SEEPCO -
			Nigeria in respect of its assets;
			R. Corporate guarantee by SEEPCO - Nigeria;
			S. First ranking charge on all tangible and
			intangible movable and immovable assets of
			the Company, PMT and SSIL, both present and future;
			T. First ranking pledge of all the fully paid - up
			and issued equity shares of the Company, as
			held by the promoters of the Company;
			U. First ranking pledge of all the fully paid - up
			and issued equity shares of PMT, as held by
			the promoters of PMT;
			V. First ranking pledge of all the fully paid - up
			and issued equity shares of SSIL, as held by
			the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J.
			Sandesara.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Rupee term loan facility <sup>8</sup>	<ul> <li>A. First charge on all present and future tangible / intangible movable assets of the Company, PMT and SSIL;</li> </ul>
			B. First charge on all present and future immovable assets of the Company including the immovable properties of the Company as described in Schedule - I hereto and all present and future immovable properties of PMT and SSIL;
			C. First <i>pari - passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock

<sup>&</sup>lt;sup>8</sup> **Comment**: It is pertinent to note that as per Form – C dated July 07, 2018, State Bank of India has raised certain claims with regard to outstanding amounts owed by SSIL. However, State Bank of India has not provided the details of the loan agreement and other facility documents pursuant to which such claims have been raised by State Bank of India against the Company. Therefore, the details of the security interest and the amounts claimed by State Bank of India in relation to the outstanding amounts owed by SSIL, is subject to further determination / verification and further information / documents as provided by State Bank of India from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and</li> <li>G. Irrevocable personal guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.</li> </ul>
		Working capital consortium facility	A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;
			<ul> <li>B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> <li>C. Personal Guarantee issued by Mr. Nitin J.</li> </ul>
			Sandesara and Mr. Chetan J. Sandesara.
		External commercial borrowings facility	<ul> <li>First ranking pari - passu charge over all of the immovable assets of the Company including as described in Schedule - I hereto;</li> </ul>

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			<ul> <li>B. First ranking <i>pari - passu</i> charge by way of hypothecation of all the movable assets including plant and machinery, machinery spares, tools and accessories, but excluding current assets; and</li> <li>C. Second ranking <i>pari - passu</i> charge over the</li> </ul>
			Current assets of the Company.
		Working capital facilities provided to PMT <sup>9</sup>	A. First <i>pari - passu</i> charge by way of hypothecation over the current assets including stocks and receivables of PMT;
			B. Unconditional and irrevocable guarantee of Nitin J. Sandesara and Chetan J. Sandesara; and
			C. Letter of Comfort issued by the Company for the facilities availed of by PMT from State Bank of India.
25.	Syndicate Bank, London	ECB Consortium facility	<ul> <li>First ranking mortgage and charge over all the immovable property as described in Schedule - I hereto and movable properties and assets, both present and future, of the Company;</li> </ul>
			<ul> <li>B. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods,</li> </ul>

<sup>&</sup>lt;sup>9</sup> **<u>Comment</u>**: It is pertinent to note that as per Form – C dated July 07, 2018, State Bank of India has raised certain claims with regard to outstanding amounts owed by PMT, pursuant to a letter of comfort issued by the Company. However, State Bank of India has not provided the copy of the invocation / recall / enforcement notice issued by State Bank of India against the Company for invocation of the said letter of comfort. Therefore, the details of the security interest and the amounts claimed by State Bank of India in relation to the outstanding amounts owed by PMT, is subject to further determination / verification and further information / documents as provided by State Bank of India from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
No.	Financial Creditor	the Facility	<ul> <li>relation to the Facility</li> <li>work - in - progress, raw materials etc. of the Company;</li> <li>C. First ranking charge or assignment or security interest of the rights of the Company under each of the documents pertaining to the Project;</li> <li>D. First ranking charge or assignment on the rights of the Company under each of the insurance contracts pertaining to the Project; and</li> <li>E. First ranking charge or assignment on all bank accounts of the Company including the debt service reserve account and the designated (overseas) account.</li> </ul>
26.	Syndicate Bank, India	Working capital consortium facility	<ul> <li>A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;</li> <li>B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> <li>C. Personal Guarantee issued by Mr. Nitin J.</li> </ul>
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
27.	UCO Bank <sup>10</sup>	ANZ SBLC facility	A. First ranking charge on movable and immovable assets of SEEPCO - Nigeria, both present and future;
			B. First ranking pledge of 100% of the shareholding of SOPL as held by SGORPL;
			C. First ranking pledge of 92.464% shareholding of SEEPCO - BVI as held by SOPL;
			D. First ranking pledge of 90% of the shareholding of SEEPCO - Nigeria as held by SEEPCO - BVI;
			E. First ranking pledge of 10% of the shareholding of SEEPCO - Nigeria held by Mr. Nitin J. Sandesara;
			F. Personal guarantee of Mr. Nitin J. Sandesara;
			G. First ranking charge on oil receivables of SEEPCO - Nigeria in respect of the ANZ Project and the offshore trust and retention account(s) into which such receivables will be deposited and all other such bank account(s);
			H. First ranking charge on receivables of SEEPCO - BVI, SOPL and SGORPL;

<sup>&</sup>lt;sup>10</sup> **<u>Comment</u>**: It is pertinent to note that UCO Bank has not provided the details of the facilities sanctioned by UCO Bank to the Company and / or the break – up of the amounts claimed under the facilities sanctioned and the details of security interest and the details of the facilities provided by UCO Bank have been prepared on the basis of the documents provided by UCO Bank and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by UCO Bank from time to time.

Sr. No.	Particulars of the Financial Creditor	Particulars of the Facility	Brief Details of the Security Interest created in relation to the Facility
			<ul> <li>First ranking charge on the bank account(s)</li> <li>/ trust retention account(s) of the Company, PMT, SSIL and SGORPL;</li> </ul>
			<ul> <li>J. Non - disposal Undertaking in respect of 100% of the shareholding in SORL by the shareholders of SORL;</li> </ul>
			<ul> <li>K. Non - disposal Undertaking in respect of</li> <li>2.312% of the shareholding in SEEPCO - BVI as held by SIEL;</li> </ul>
			<ul> <li>Non - disposal Undertaking in respect of</li> <li>2.312% of the shareholding in SEEPCO - BVI as held by SORL;</li> </ul>
			<ul> <li>M. Non - disposal Undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by the Company;</li> </ul>
			<ul> <li>Non - disposal Undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by PMT;</li> </ul>
			<ul> <li>Non - disposal Undertaking in respect of 0.971% of the shareholding in SEEPCO - BVI as held by SSIL;</li> </ul>
			P. Non - disposal Undertaking by SORL in respect of its 100% of the shareholding in SGORPL;
			Q. Non - disposal Undertaking by SEEPCO - Nigeria in respect of its assets;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			R. Corporate guarantee by SEEPCO - Nigeria;
			S. First ranking charge on all tangible and intangible movable and immovable assets of the Company, PMT and SSIL, both present and future;
			<ul> <li>First ranking pledge of all the fully paid - up and issued equity shares of the Company, as held by the promoters of the Company;</li> </ul>
			U. First ranking pledge of all the fully paid - up and issued equity shares of PMT, as held by the promoters of PMT;
			V. First ranking pledge of all the fully paid - up and issued equity shares of SSIL, as held by the promoters of SSIL; and
			W. Personal guarantee of Mr. Chetan J. Sandesara.
		ECB Consortium facility	<ul> <li>First ranking mortgage and charge over all the immovable property as described in Schedule - I hereto and movable properties and assets, both present and future, of the Company;</li> </ul>
			<ul> <li>B. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc. of the Company;</li> </ul>
			C. First ranking charge or assignment or security interest of the rights of the

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			Company under each of the documents
			pertaining to the Project;
			D. First ranking charge or assignment on the
			rights of the Company under each of the
			insurance contracts pertaining to the
			Project; and
			E. First ranking charge or assignment on all
			bank accounts of the Company including the
			debt service reserve account and the
			designated (overseas) account.
		Rupee term loan	A. First charge on all present and future
		facility <sup>11</sup>	tangible / intangible movable assets of the
		racincy	Company, PMT and SSIL;
			B. First charge on all present and future
			immovable assets of the Company including
			the immovable properties of the Company
			as described in Schedule - I hereto and all
			present and future immovable properties of
			PMT and SSIL;
			C. First pari - passu charge on the trust and
			retention account of the Company, PMT and
			SSIL and any other bank accounts of the
			Company, PMT and SSIL;

<sup>&</sup>lt;sup>11</sup> **<u>Comment</u>**: It is pertinent to note that as per Form – C dated July 08, 2018, UCO Bank has raised certain claims with regard to outstanding amounts owed by PMT in relation to certain cash credit facilities. However, UCO Bank has not provided the details of the loan agreement and other facility documents pursuant to which such claims have been raised by UCO Bank against the Company. Therefore, the details of the security interest and the amounts claimed by UCO Bank in relation to the outstanding amounts owed by PMT pertaining to such cash credit facilities, is subject to further determination / verification and further information / documents as provided by UCO Bank from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			<ul> <li>G. Irrevocable personal guarantee issued by</li> <li>Mr. Nitin J. Sandesara and Mr. Chetan J.</li> <li>Sandesara.</li> </ul>
		Working capital consortium facility	A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
		Term loan facility	<ul> <li>B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> <li>C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.</li> <li>A. Personal guarantees of Nitin J. Sandesara and Chetan J. Sandesara; and</li> <li>B. Subservient charge by way of hypothecation on current assets and movable fixed assets of the Company, both present and future including as located at: (i) ECP Road, Village</li> </ul>
			including as located at: (i) ECP Road, Village Karkhadi, Taluka Padra District, Vadodara; (ii) Jambusar State Highway, Village, Masar, Taluka Padra, District Vadodara; and (iii) Sholur Gram Panchayat, Post: Sandyanall, Ootacamund, Nilgiris, Tamil Nadu.
28.	Union Bank, Hong Kong	Facility provided to BOGEL	<ul> <li>A. Pledge on 91.7% of the issued shares of British Oil and Gas Exploration Nigeria Limited.</li> </ul>
			<ul> <li>First charge on the debt service reserve account of BOGEL bearing number 94100292000982 and the escrow account of BOGEL bearing number 94100292000983.</li> </ul>
			C. First charge on the construction insurances and the existing fixed asset insurances obtained in connection with the rigs.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First charge on project agreements entered
			into with respect to the rigs.
			<ul> <li>E. First charge on BOGEL's interest in two rigs</li> <li>(i.e. Durga 1 and Durga 2) as described in</li> <li>Schedule - II hereto.</li> </ul>
			F. First charge on BOGEL's interest in third rig
			(i.e. Durga 3) as described in <b>Schedule - II</b> hereto.
			G. First charge on BOGEL's interest in fourth
			rig (i.e. Durga 4) as described in Schedule -
			ll hereto.
			H. Personal guarantee of Mr. Nitin Sandesara.
29.	Vijaya Bank <sup>12</sup>	Rupee term loan	A. First charge on all present and future
		facility	tangible / intangible movable assets of the Company, PMT and SSIL;
			B. First charge on all present and future immovable assets of the Company including the immovable properties of the Company as described in <b>Schedule</b> - I hereto and all present and future immovable properties of PMT and SSIL;
			C. First <i>pari - passu</i> charge on the trust and retention account of the Company, PMT and SSIL and any other bank accounts of the Company, PMT and SSIL;

<sup>&</sup>lt;sup>12</sup> <u>Comment</u>: It is pertinent to note that Vijaya Bank has not provided the details of the facilities sanctioned by Vijaya Bank to the Company and the details of security interest and the details of the facilities provided by Vijaya Bank have been prepared on the basis of the documents provided by Vijaya Bank and / or other financial creditors of the Company. Therefore, the same is subject to further determination / verification and further information / documents as provided by Vijaya Bank from time to time.

Sr.	Particulars of the	Particulars of	Brief Details of the Security Interest created in
No.	Financial Creditor	the Facility	relation to the Facility
			D. First charge by way of pledge over the entire shareholding of the promoter group in the Company, PMT, SSIL and SPL;
			E. First charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of SSIL;
			F. Second charge on all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein, of the Company and PMT; and
			<ul> <li>G. Irrevocable personal guarantee issued by</li> <li>Mr. Nitin J. Sandesara and Mr. Chetan J.</li> <li>Sandesara.</li> </ul>
		Working capital consortium facility	A. First pari - passu charge over all current assets, including tools and spares and all the stock of finished goods, semi - finished goods, work - in - progress, raw materials etc., all such trade receivables and charge on the receivables, trade debts and all monies credited / deposited and / or to be credited / deposited therein;

Sr. No.	Particulars of the Financial Creditor	Particulars of the Facility	Brief Details of the Security Interest created in relation to the Facility
			<ul> <li>B. Second pari - passu charge over all of the immovable properties of the Company as described in Schedule - I hereto including land, buildings, plant and machinery and all moveable fixed assets, both present and future; and</li> </ul>
			C. Personal Guarantee issued by Mr. Nitin J. Sandesara and Mr. Chetan J. Sandesara.

#### SCHEDULE - I

#### DESCRIPTION OF THE MORTGAGED IMMOVABLE PROPERTIES OF THE COMPANY

#### A. Property situated in Karkhadi, Taluka Padra, District Vadodara, and State of Gujarat

All that freehold land admeasuring 2,05,772 square meters or thereabout designated as land bearing Revenue Block Nos. 703, 7004, 707, 708, 711, 712, 713,714, 715, 716, 717, 718, 719,729,721, 722, 723, 724, 725, 726, 728, 729, 730, 731, 732, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744 and 752 respectively of Village Mouje, Karkhadi, Taluka, Padra District Vadodara and land hearing Block No-733 of the Government grant land of Village Mouje Karkhadi, Taluka Padra District Vadodara in the Registration District Baroda, Sub District Padra, Mouje Karkhadi, Taluka Padra and District Vadodara and bounded as under:

On or towards North: By Affluent Canal and Road On or towards South: By Nalia On or towards East: By Property of Bharat Starch Industries Ltd. On or towards West: By Nalia and Part of Revenue Survey No. 752.

AND together with buildings and other structures standing thereon including all plant and machinery attached to the earth or permanently fastened to anything attached to the earth and fixtures and fittings lying therein.

#### B. Property at Village Masar, Taluka Padra District Vadodara, State of Gujarat

All that freehold land admeasuring Hector: Are: Sq: Mts: 16-18-83 (Original: Land conveyed by Torrent Biotech Ltd. in favour of Sterling Biotech Ltd. Hector: Are: Mts: 16-95-69 - Land Conveyed by Sterling Biotech in terms of Sale Indenture dated 06.03.2007 under Volume No. 331 Hector : Are: Mts: 0.76.86 - Hector : Are: Mts:16-18-83 equivalent to 161883 sq.mtrs or 39.99 acres) or thereabout designated land bearing Old Revenue Block Nos. 1097 (admeasuring H.R.A. 15-16-12), Old Revenue Block Number 1342 Now Consolidated Block No 1094 (admeasuring H.R.A. 1-11-78) and Old Revenue Block Number 1398 Consolidated Block No. 1144 (admeasuring H.R.A. 0-61-84) respectively of Village Mouje Masar, Taluka Padra District Vadodara in the Registration district Baroda, Sub District Padra, Mouje Masar, Talika Padra and District Vadodara and bounded as under:

On or towards North: By Lands Bearing Survey Nos. 1136 and 1157 On or towards South: By Boundary of Kanjat village On or towards East: By State Highway On or towards West: By Boundary of Village Abhor and Nel

AND together with buildings and other structures standing thereon including all plant and machinery attached to the earth or permanently fastened to anything attached to the earth and fixtures and fittings lying therein.

#### C. Property at Village Kanjat, Taluka, Padra, District Vadodara, State of Gujarat

All that freehold land admeasuring Are: Sq: Mts: 13-28-43 (Original Land Conveyed by Torrent Biotech Ltd. Hector : Are : Mts: 13-84-72 - Land Conveyed by Sterling Biotech in terms of Sale Indenture dated 06.03.2007 under Volume No. 330 Hector: Are: Mts: 0-56-29 - Hector: Are: Sq. Mts. 13-28-43 equivalent to 132843 Sq. Mts or 32.81 Acres) bearing Old Revenue Block Nos. 106, 107, 128, 130, 132, 133 and 136 Now Consolidated Block No. 137, Old Revenue Block No.132, 130, 122/1, 139, 141 Consolidated Block No. 139, Old Revenue Block No. 122/2A Consolidated Block no. 144, Old Revenue Block No.122/1, 123/1, 123/2 Consolidated Revenue Block No.146, Old Revenue Block No.124/1 Consolidated Block No. 148, Old Revenue Block No.125 Consolidated block No. 149, Old Revenue Block No.133, 129 Consolidated Block No. 153, Old Revenue Block No.1141/1, 1126, 1127 and 1128 Consolidated Block No. 1136 respectively of Village Mouje Kanjal, Taluka Padra, District Vadodara in the registration district Vadodara, Sub district Padra, Mouje Kanjat, Taluka Padra and District Vadodara and bounded as under

On or towards North: By boundary of Mesar Village On or towards South: By Survey No. 154 and 156 of Village Kanjat On or towards East: By Boundary of Abhor Village and Survey Nos. 451, 452, 453 etc. On or towards West: By Survey Nos. 1095 and 1125 and thereafter road

AND together with buildings and other structures standing thereon including all plant and machinery attached to the earth or permanently fastened to anything attached to the earth and fixtures and fittings lying therein.

#### D. Property at Village Sholur, District Niligiris, State Tamil Nadu

All that freehold land owned land are admeasuring 10.18.1/16 Acres designated as revenue Survey No. 260 together with factory thereon bearing door No. 9/222 to 9/243 and assessment Nos. 1780 to 1801 of Sholur Panchayat, and all that freehold land area admeasuring 3 Acres or thereabout designated as Survey No. 315/13 totally aggregating 13.15.1/16 Acres consolidated designated as land bearing Survey Nos. 260 and 315/13 of Village Sholur, Ootacamund, District Nilgiris, State Tamil Nadu and bounded as under:

On or towards North: KamrajSahar Dam and Pycara Flumb Canal

On or towards South: Old Ooty-Mysore Road and Nanjanad Village On or towards East: Survey No. 260 and Kamraj Sahar Dam and Back Water On or towards West: Old Ooty-Mysore Road and Nanjanad Village

AND together with buildings and other structures standing thereon including all the plant machinery attached to the earth or permanently fastened to anything attached to the earth and fixtures and fittings lying therein.

## SCHEDULE - II DESCRIPTION OF THE RIG ASSETS

'Durga 1'	'Durga 2'
Type: 1500 HP Land Rig	Type: BOMCO ZJ70/4500060HZ Drilling Rig
Registration authority Department of Petroleum	Registration authority: Department of
Resources, Nigeria	Petroleum Resources, Nigeria
Owner: BOGEL	Owner: BOGEL
Residence of Owner: British Virgin Islands	Residence of Owner: British Virgin Islands
Built by: ECCO Petroleum	Built by: Baoji Oilfield Machinery Co., Ltd
Place built: Houston, Texas, USA	Place built: Baoji, Shaanxi, China
Year built: 2007	Year built: 2008
'Durga 3'	'Durga 4'
Type: 2000 HP-VFD ZJ70DBS Land Rig	Type: ZJ70
Registration authority: Department of Petroleum	Registration authority: Department of
Resources, Nigeria	Petroleum Resources, Nigeria
Owner: BOGEL	Owner: BOGEL
Residence of Owner: British Virgin Islands	Residence of Owner: British Virgin Islands
Built by: HOUNGHUA International Company Ltd.	Built by: HOUNGHUA International Company
Place built: Sichuan, China	Ltd.
Year built: 2012	Place built: Sichuan, China
	Year built: 2013