

**LANCO BABANDH POWER LIMITED****LIST OF CREDITORS****SUMMARY OF STATUS OF CLAIMS FROM CREDITORS**

<b>Sr. No.</b>	<b>Category of Creditor</b>	<b>Amount Claimed (in INR)</b>	<b>Amount of Claims admitted (in INR)</b>	<b>Amounts Rejected (in INR)</b>	<b>Amounts under verification (in INR)</b>	<b>Details of Claims</b>
1	Financial Creditors	825409,76,506	815325,94,293	2800,00,000	7283,82,213	List A
2	Operational Creditors (Other than Workmen and Employees)	39948,77,894	410,11,551	-	39538,66,343	List B
3	Operational Creditors (Only Workmen and Employees)	111,90,646	79,72,939	25,07,464	7,10,243	List C
	<b>Total</b>	<b>₹ 865470,45,046</b>	<b>₹ 815815,78,783</b>	<b>₹ 2825,07,464</b>	<b>₹ 46829,58,799</b>	

LANCO BABANDH POWER LIMITED							
LIST A - CLAIM RECEIVED FROM FINANCIAL CREDITORS							
Sr. No.	Name of Financial Creditor	Amount (Claim Received)	Claims Accepted (*)	Claims under verification	Claims rejected	Reason for Rejection	Security Interest
1	ICICI Bank Limited	152410,54,386	152410,54,386	0	0		Annexure 1
2	REC	147047,01,815	147047,01,815	0	0		Annexure 1
3	Canara Bank	90842,01,125	90403,91,755	438,09,370	0		Annexure 1
4	IDBI Bank	75562,54,292	74938,51,922	624,02,370	0		Annexure 1
5	Bank of India	64031,81,134	58285,10,620	2946,70,514	2800,00,000	BG amount claimed as outstanding has been already returned to the Bank.	Annexure 1
6	Andhra Bank	44053,12,406	44053,12,406	0	0		Annexure 1
7	Life Insurance Corporation of India	41715,70,480	41715,70,480	0	0		Annexure 1
8	United Bank	39534,50,891	36313,22,600	3221,28,291	0		Annexure 1
9	Union Bank	37007,71,173	36953,99,505	53,71,668	0		Annexure 1
10	Indian Overseas Bank	36432,53,743	36432,53,743	0	0		Annexure 1
11	Punjab National Bank	36213,42,032	36213,42,032	0	0		Annexure 1
12	UCO Bank	32291,11,250	32291,11,250	0	0		Annexure 1
13	Lakshmi Vilas Bank Ltd.	14263,88,778	14263,88,778	0	0		Annexure 1
14	Punjab & Sind Bank	14003,83,001	14003,83,001	0	0		Annexure 1
	<b>TOTAL</b>	<b>825409,76,506</b>	<b>815325,94,293</b>	<b>7283,82,213</b>	<b>2800,00,000</b>		
(*) The claims are accepted based on best estimates and information available to us. The same can go underchange on receipt of additional information and verification							

<b>LIST B - LANCO BABANDH POWER LIMITED</b>					
<b>CLAIM RECEIVED FORM OPERATIONAL CREDITOR (OTHER THAN EMPLOYEE &amp; WORKMEN)</b>					
<b>Sr. No.</b>	<b>Name of Claimant</b>	<b>Total Amount Claimed</b>	<b>Amount of Claim Admitted</b>	<b>Amount Rejected</b>	<b>Amount Under Verification</b>
1	Brahmayya & Co.	₹ 10,73,800	₹ 10,73,800	--	--
2	China National Technical & Export Corporation And Harbin Electrical Machinery Company Ltd. (USD 18,615,000.00) * 70.5046 (RBI Reference Rate as on 29.08.2018)	₹ 13124,43,129	--	--	₹ 13124,43,129
3	China National Technical & Export Corporation And Harbin Turbine Company Ltd. (USD 37,413,128.64) * 70.5046 (RBI Reference Rate as on 29.08.2018)	₹ 26377,97,670	--	--	₹ 26377,97,670
4	CA Naveen Sanghi	₹ 4,720	₹ 4,720	--	--
5	Lanco Amarkantak Power Limited	₹ 28,80,342	₹ 28,80,342	--	--
6	Southwest Electric Power Design Institute co. Ltd. (SWEPTDI)	₹ 36,25,545	--	--	₹ 36,25,545
7	Lanco Power Limited	₹ 361,59,085	₹ 361,59,085	--	--
8	Lanco Vidharba thermal Power	₹ 8,93,604	₹ 8,93,604	--	--
	<b>Grand Total</b>	<b>₹ 39948,77,894</b>	<b>₹ 410,11,551</b>	<b>₹ 0</b>	<b>₹ 39538,66,343</b>

<b>LIST C - LANCO BABANDH POWER LIMITED</b>					
<b>CLAIM RECEIVED FORM OPERATIONAL CREDITORS</b>					
<b>(EMPLOYEES &amp; WORKMEN)</b>					
<b>Sr. No.</b>	<b>Name of Claimant</b>	<b>Total Amount Claimed</b>	<b>Amount of Claim Admitted</b>	<b>Amount Rejected</b>	<b>Amount Under Verification</b>
1	Ajit Kumar Nayak	₹ 1,87,320.00	₹ 1,87,320.00	--	--
2	Himanshu Jena	₹ 24,40,693.00	₹ 20,82,122.00	--	₹ 3,58,571.00
3	Narasimha Murty Raju Nadimpalli	₹ 25,56,760.00	₹ 25,56,760.00	--	--
4	Surya Prakash Sahu	₹ 4,60,045.00	--	₹ 4,60,045.00	--
5	Ranjan Kumar Behera	₹ 21,24,133.33	₹ 17,72,461.00	--	₹ 3,51,672.33
6	Santosh Kumar Satpathy	₹ 15,74,000.00	--	₹ 15,74,000.00	--
7	Ashok Patnayak	₹ 13,74,276.14	₹ 13,74,276.14	--	--
8	Sanat Kumar Senapati	₹ 4,73,419.00	--	₹ 4,73,419.00	--
	<b>TOTAL</b>	<b>₹ 111,90,646.47</b>	<b>₹ 79,72,939.14</b>	<b>₹ 25,07,464.00</b>	<b>₹ 7,10,243.33</b>

## Annexure – 1: Security Description

Financial Creditor	Security Description
ICICI Bank Limited	<p>The particulars of security and contractual comforts held by or created for the benefit of ICICI Bank and ICICI Bahrain with respect to the Facilities, have been detailed below:</p> <p>First ranking pari-passu charge/security interest over the following</p> <ol style="list-style-type: none"> <li>a. All its movable assets (both present and future):</li> <li>b. All rights, titles, permits, approvals and interests of the Corporate Debtor in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement, fuel supply/ fuel offtake agreements), clearances, permits, approvals and consents;</li> <li>c. Contractor guarantees, performance bonds and any letter(s) of credit by any party for the project:</li> <li>d. All insurance policies in respect of the Project;</li> <li>e. Corporate Debtor's bank account(s), including but not limited to the trust and retention account(s);</li> </ol> <p><b><u>Share Pledge :</u></b></p> <ol style="list-style-type: none"> <li>f. First pari-passu pledge over share capital of the Corporate Debtor held by Lanco Group Limited (LGL), Lanco Infratech Limited (LITL), Lanco Thermal Power Limited (LTPL), Lanco Power Limited (LPL), Mr. L Sridhar, Mr. L Sirisha, Mr. L Madhusudhan Rao and Mr. G Bhaskara Rao</li> </ol> <p><b><u>Immoveable properties :</u></b></p> <ol style="list-style-type: none"> <li>g. In relation to RTL-I: Mortgage has been created by deed of mortgage dated September 03, 2010 in respect of 38.5 sq mt, DDA flat no.43, 2nd floor, Sector 18B, Phase II, Dwarka, New Delhi ("Immoveable Property I")</li> <li>h. Mortgage has been created in respect of 505.6735 acres of land situated at Village Kharagprasad and Kurunti, Dhenkanal, Orissa ("Immoveable Property II")</li> <li>i. In relation to Facilities, Mortgage has been created by way of memorandum of entry by deposit of title deeds by constructive delivery and director's declaration dated August 21, 2015, in respect of 40.63 acres of private and government land situated at Village Kharagprasad &amp; Kurunti, Motonga, Odapada, Dhenkanal ("Immoveable Property III").</li> <li>j. Mortgage has been created in respect of 181.35 IDCO land situated at Village Kharagprasad &amp; Kurunti, District Dhenkanal ("Immoveable Property IV")</li> </ol> <p><b><u>Contractual Comforts :</u></b></p> <ol style="list-style-type: none"> <li>k. Non disposal undertaking for 70% of the issued share capital of the Corporate Debtor by LITL, LGL and Charon Trading Private Limited (CTPL).</li> <li>l. Undertaking by LITL and LGL to infuse equity, fund any cost overrun and debt service support.</li> <li>m. Unconditional and irrevocable corporate guarantee of LITL and LTPL created.</li> <li>n. Unconditional and irrevocable Personal Guarantee of Mr. L Madhusudhan Rao and Ms. L Ramalaksmamma created.</li> </ol>

Financial Creditor	Security Description
Rural Electrification Corporation Limited	<p><b><u>Hypothecated Assets :</u></b></p> <ul style="list-style-type: none"> <li>- all rights, title, interest and benefit of the Borrower in all and singular the Borrower's moveable plant and machinery, whether affixed to earth or not, as also all tangible and intangible moveable</li> <li>- assets (both present and future) as mentioned in Point 3.(i) of the Deed of Hypothecation</li> <li>- all rights, title, interest, benefit, claims and demands whatsoever of the borrower, in, to, under and/or in respect of the Project documents and the clearances to the extent of capable of assignment hereto as mentioned in Point 3.(ii) of the Deed of Hypothecation - Second Hypothecated Property as per the Deed of Hypothecation dated 6th September,2010.</li> <li>- all rights, title, interest, benefit, claims and demands whatsoever of the borrower, in, to, under and/or in respect of the insurance contracts both present and future as mentioned in Point 3.(iii) of the Deed of Hypothecation - Third Hypothecated Property as per the Deed of Hypothecation dated 6th September,2010.</li> <li>- all rights, title, interest, benefit, claims and demands whatsoever of the borrower, in, to, under and/or in respect of the Accounts including without limitation the accounts be created by the Borrower under any Project document or contract as mentioned in Point 3.(iv) of the Deed of Hypothecation - Fourth Hypothecated Property as per the Deed of Hypothecation dated 6th September,2010.</li> <li>- all commissions, revenues and amounts owing to and received by the Borrower including Book debts and receivables as mentioned in Point 3.(v) of the Deed of Hypothecation- Fifth Hypothecated Property</li> <li>- all its rights, title interest, claim and benefit in all other assets of the Borrower both present and future other than i to v above as mentioned in Point 3.(vi) - General Assets.</li> </ul> <p><b><u>Personal Guarantee</u></b> - L Madhusudan Rao and Mrs. L Ramalaksmama</p> <p><b><u>Corporate Guarantor</u></b> - Lanco Infratech Limited, Lanco Thermal Power Limited</p> <p><b><u>THE MORTGAGED ASSETS :</u></b></p> <p>1. As per the Registered Deed of Mortgage Deeds (documents under custody of IDBI Trusteeship Limited): Mortgage created by the Company in favour of Consortium of Banks through IDBI Trusteeship Services Limited vide various mortgage documents as under:</p> <p>a)</p> <ul style="list-style-type: none"> <li>Mortgage of 133.8550 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 18.11.2011.</li> <li>Mortgage of 107.7825 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 04.01.2012</li> <li>Mortgage of 210.7450 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 17.03.2012</li> <li>Mortgage of 53.291 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 23.08.2012</li> </ul> <p>Total extent of Mortgaged Land is of 505.6735 Acres.</p> <p>It may be noted that mortgage over Immoveable Property was partially released over land admeasuring 16.170 acres of land, vide cancellation deed dated February 1 2016.</p>

Financial Creditor	Security Description
	<p>b) Mortgage created by deed of mortgage dated September 03, 2010 in respect of 38.5 sq mt, DDA flat No.43. 2nd floor, Sector 18B, Phase 11, Dwarka, New Delhi</p> <p>c) Mortgage has been created by way of memorandum of entry by deposit of title deeds by constructive delivery and director's declaration dated August 21, 2015, in respect of 40.63 acres of private and government land situated at Village Kharagprasad &amp; Kurunti, Motonga, Odapada, Dhenkanal</p> <p>d) Mortgage has been created by way of memorandum of entry by deposit of title deeds by constructive delivery and director's declaration dated December 08, 2015, in respect of 181.352 acres of private and government land situated at Village Kharagprasad &amp; Kurunti, Motonga, Odapada, Dhenkanal</p> <p>4. <b>Pledge:</b> Pursuant to the Share Pledge Agreement dated September 06,2010 (the "Pledge Agreement"), M/s Lanco Infra Tech Limited M/s Lanco Group Limited, L Madhusudan rao, G Baakara Rao, L Sridhar and L.Srisha (collectively referred to as Pledgors) have created pledge in favour of the Security Trustee. A first ranking pledge over shares held by the sponsors constituting thirty percent (30%) of the total issued shares</p>
Canara Bank	<p><b><u>HYPOTHECATED ASSETS</u></b> First ranking charge/hypothecation over the following,</p> <p>a. All the borrower's immovable properties (Including Land) and movable properties including plant and machinery, machine spares, tools and accessories, furniture, fixtures, vehicle and other movable assets, both present and future.</p> <p>b. All the Borrower's tangible and intangible assets, including but not limited to its goodwill, undertaking and uncalled capital, both present and future.</p> <p>c. Assignment of all insurance policies, including but not limited to the insurance contracts, performance, performance bonds, contractors' guarantees and any letter of credit provided by any person under the Project Documents.</p> <p>d. Assignment of all of the Borrower's rights, title and interest under each of the Project Documents and Contracts, duly acknowledged and consented to, where required by the lenders, by the relevant counterparties to such Project Documents, all the Borrowers' right under each of letter of credit/guarantee or performance bond that may be posted by any party to a Project Documents for the Borrower's benefit and all the Borrower's rights under the Clearance (to the extent assignable under Applicable Law)</p> <p>e. All the book debts, operating cash flows, receivables, all other current assets, commission, revenues of the Borrower, both present and future.</p> <p>f. All the accounts and all other Banks accounts of the Borrower (except the Distribution Account on which a floating charge shall be created which shall get converted to a fixed charge on the happening of the event of default)</p> <p><b><u>THE MORTGAGED ASSETS</u></b> 1. As per the Registered Deed of Mortgage Deeds (documents under custody of IDBI Trusteeship Limited): Mortgage created by the Company in favour of Consortium of Banks through IDBI Trusteeship Services Limited vide various mortgage documents as under:</p>

Financial Creditor	Security Description
	<p>a)  Mortgage of 133.8550 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 18.11.2011.  Mortgage of 107.7825 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 04.01.2012  Mortgage of 210.7450 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 17.03.2012  Mortgage of 53.291 Acres of land of the Company situated at Kharagprasad, Dhenkal District, Orissa on 23.08.2012  Total extent of Mortgaged Land is of 505.6735 Acres.  It may be noted that mortgage over Immoveable Property was partially released over land admeasuring 16.170 acres of land, vide cancellation deed dated February 1 2016.</p> <p>b) Mortgage created by deed of mortgage dated September 03, 2010 in respect of 38.5 sq mt, DDA flat No.43. 2nd floor, Sector 18B, Phase 11, Dwarka, New Delhi</p> <p>c) Mortgage has been created by way of memorandum of entry by deposit of title deeds by constructive delivery and director's declaration dated August 21, 2015, in respect of 40.63 acres of private and government land situated at Village Kharagprasad &amp; Kurunti, Motonga, Odapada, Dhenkanal</p> <p><b>2. <u>Guarantees:</u></b>  Unconditional and irrevocable Personal Guarantee of Mr. L Madhusudhan Rao and Ms. L Ramalaksmamma created vide following documents:  (i) Deed of guarantee dated June 26, 2015;</p> <p><b>3. <u>Corporate Guarantee:</u></b>  Unconditional and irrevocable corporate guarantee of M/s. Lanco Infratech Ltd and M/s. Lanco Thermal Power Ltd created vide following documents:  (i) Deed of Guarantee dated September 06, 2010;  (ii) Deed of Guarantee dated June 25, 2015;</p> <p><b>4. <u>Pledge :</u></b>  a) Pursuant to the Share Pledge Agreement dated September 06,2010 (the "Pledge Agreement), M/s Lanco Infra Tech Limited M/s Lanco Group Limited, L Madhusudan rao, G Baakara Rao, L Sridhar and L.Srisha (collectively referred to as Pledgors) have created pledge in favour of the Security Trustee. A first ranking pledge over shares held by the sponsors constituting thirty percent (30%) of the total issued shares and  (b) A first ranking pledge by the Coal Block Allottee in respect of 100% of the total, issued and paidup shares held by it of the JV Company incorporated under the provisions of the JV agreement. Provided that the Coal Block Allottee may divest upto forty-nine percent (49%) of the shares of the JV Company held by it to any financial strategic investor not belonging to the Promoter Group, without the prior approval of the Lenders and the pledge by the Coal Block Allottee shall stand reduced accordingly.</p>



Financial Creditor	Security Description
	<p>5. <b><u>Contractual Comforts :</u></b>  Non disposal undertaking for 70% of the issued share capital of the Corporate Debtor by LITL LGL and Charon Trading Private Limited (CTPL) created vide following documents:  (i) Non disposal arrangement and designated account agreement dated September 06, 2010;  (ii) First amended and restated non disposal agreement dated October 23, 2013;  (iii) Second amended and restated non disposal agreement, Second Amended and restated agency agreement and amended and restated designated account agreement and irrevocable power of attorney(ies) by LITL, LGL and CTPL dated July 24, 2015.</p> <p><b><u>Undertaking by LITL and LGL to infuse equity, fund any cost overrun and debt service support :</u></b>  (i) Sponsor Support Agreement dated September 06, 2010:  (ii) Deed of confirmation to Sponsor support agreement dated October 23, 2013:  (ii) Amended and Restated Sponsor Support Agreement dated July 24, 2015.</p>
IDBI Bank	<p>A first charge/ mortgage/ hypothecation on the following:  i) All the borrower's movable and immovable assets both present and future ;  ii) All the borrower's tangible and intangible assets both present and future ;  iii) Assignment of all insurance policies, performance bonds, contractors' guarantees and any other Letter of credit provided by any person under project documents;  (iv) Assignment of all of the Borrower's rights, title and interest under each of the Project Documents and Contracts, all the Borrower's rights under each letter of credit guarantee or performance bond and all the Borrower's rights under the Clearances (to the extent assignable under Applicable Law);  (V) All the book debts, operating cash flows, receivables, all other current assets, commission, revenues of the Borrower, both present and future; and  (vi) All the Accounts and all other bank accounts of the Borrower</p> <p><b><u>Collateral securities:</u></b>  A first ranking pledge over shares held by the Sponsors constituting thirty percent (30%) of the issued Shares.</p> <p><b><u>Personal Guarantees:</u></b>  L. Madhusudhan Rao and L. Ramalaksmamma</p> <p><b><u>Corporate Guarantor :</u></b>  Lanco Infratech Ltd and Lanco Thermal Power Ltd</p>
Bank of India	<p><b><u>Principal Security:</u></b>  (a) Pari passu first mortgage hypothecation charge on all the Company's movable and immovable assets (including all revenues, receipts,</p>

Financial Creditor	Security Description
	<p>receivables and intangible properties) both present and future in favour of Lenders security trustee;</p> <p>(b) assignment of all rights, titles, permits, approvals and interests of the Company in, to and in respect of all its assets, agreements (including but not limited to the PPA fuel supply fuel/ offtake agreements), clearances, permits, approvals, consents in favour of Lenders Security Trustee;</p> <p>(c) assignment of contract guarantees, performance bonds and any letters) of credit that may be provided by any party for the Project in favour of Lenders/ security trustee;</p> <p>(d) assignment in favour of Lenders security trustees of all insurance policies taken in respect of the Project;</p> <p>(e) charge on the Company's bank account(s), including but not limited to the trust and retention accounts) created in relation to the Project;</p> <p><b><u>Collateral Security:</u></b></p> <p>a) Pledge of 30% of the total issued share capital of the Company held by Promoters</p> <p><b><u>Guarantors</u></b> – LITL</p>
Andhra Bank	<p>First ranking pari-passu charge/security interest over the following</p> <p>a. All its movable assets (both present and future):</p> <p>b. All rights, titles, permits, approvals and interests of the Corporate Debtor in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement, fuel supply/ fuel offtake agreements), clearances, permits, approvals and consents;</p> <p>c. Contractor guarantees, performance bonds and any letter(s) of credit by any party for the project:</p> <p>d. All insurance policies in respect of the Project;</p> <p>e. Corporate Debtor's bank account(s), including but not limited to the trust and retention account(s);</p> <p>Share Pledge :</p> <p>f. First pari-passu pledge over share capital of the Corporate Debtor held by Lanco Group Limited (LGL), Lanco Infratech Limited (LITL), Lanco Thermal Power Limited (LTPL), Lanco Power Limited (LPL), Mr. L Sridhar, Mr. L Sirisha, Mr. L Madhusudhan Rao and Mr. G Bhaskara Rao</p> <p>Immoveable properties :</p> <p>g. In relation to RTL-I: Mortgage has been created by deed of mortgage dated September 03, 2010 in respect of 38.5 sq mt, DDA flat no.43, 2nd floor, Sector 18B, Phase II, Dwarka, New Delhi</p> <p>h. Mortgage has been created in respect of 505.6735 acres of land situated at Village Kharagprasad and Kurunti, Dhenkanal, Orissa</p> <p>i. In relation to Facilities, Mortgage has been created by way of memorandum of entry by deposit of title deeds by constructive delivery and director's declaration dated August 21, 2015, in respect of 40.63 acres of private and government land situated at Village Kharagprasad &amp; Kurunti, Motonga, Odapada, Dhenkanal</p> <p>j. Mortgage has been created in respect of 181.35 IDCO land situated at Village Kharagprasad &amp; Kurunti, District Dhenkanal</p> <p>Contractual Comforts</p> <p>k. Non disposal undertaking for 70% of the issued share capital of the Corporate Debtor by LITL, LGL and Charon Trading Private Limited (CTPL).</p>

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	<p>I. Undertaking by LITL and LGL to infuse equity, fund any cost overrun and debt service support.</p> <p>m. Unconditional and irrevocable corporate guarantee of LITL and LTPL created.</p> <p>n. Unconditional and irrevocable Personal Guarantee of Mr. L Madhusudhan Rao and Ms. L Ramalaksmamma created.</p>
<p>Life Insurance Corporation of India</p>	<p><b><u>SECURITY :</u></b></p> <p>The Rupee Term Loan, together with interest, liquidated damages, fees, cost and charges, expenses and other monies shall be secured, inter alia by</p> <ol style="list-style-type: none"> <li>1) First charge by way of mortgage hypothecation and charge on all the Company's movable and immovable assets (including all revenues, receipts receivables and intangible properties) both present and future in favour of Lenders Security <b><u>Trustee :</u></b></li> <li>2) First charge by way of assignment of all rights, titles, permits, approvals and interests of the Company in, to and in respect of all its assets agreements including but not limited to the power purchase agreement(s), fuel supply fuel off-take agreement(s). clearances, permits, approvals, consents in favour of Lenders/ Security Trustee;</li> <li>3) First charge by way of assignment of contractor guarantees, performance bonds and any letter(s) of credit that may be provided by any party for the project in favour of Lenders/ Security Trustee;</li> <li>4) First charge by way of assignment in favour of Lenders/ Security Trustees of all Insurance policies taken in respect of the project;</li> <li>5) A first charge on the Company's bank account(s), including but not limited to the trust and retention account(s) created in relation to the project;</li> <li>6) Pledge over 30% of the total issued share capital of the Company held by Promoters and/or coal block allottee, and</li> <li>7) Pledge over 100% of the equity shareholding of the coal block allottee (Lanco Group Limited) in the joint venture company formed in relation to the captive mines.</li> <li>8) First charge on book debts operating cash flows, receivables commissions, revenue of whatsoever nature and wherever arising, present and future intangibles, goodwill, uncalled capital, present and future of the project.</li> <li>9) First charge on current assets of the project.</li> <li>10) A first charge on the borrower's bank accounts, including but not limited to the Trust and Retention Account (TRA), Debt Service Reserve Account (DSRA) and any other bank accounts of the company, wherever maintained. All cash inflows referred to hereinabove shall be deposited in the TRA and the proceeds shall be utilized in a manner and priority to be decided by the Lenders' Agent.</li> </ol> <p>The aforesaid security will rank pari passu with all security created/ to be created in favour of the project lenders including the working capital lenders to the extent permitted by the Lenders. The Pledge of shares shall be subject to section 19(2)and 19(3) of Banking Regulation Act, 1949.</p> <p><b><u>Personal Guarantee :</u></b></p> <p>Unconditional and irrevocable personal guarantee from Mr. L Madhusudan Rao covering the full facility and all payments due to RTL - 1 &amp; RTL - 2 Lenders under any of the Financing Documents.</p>

Financial Creditor	Security Description
United Bank of India	<p>By a first ranking pari passu</p> <p>(a) mortgage/ hypothecation and charge on all the Borrower's movable and immovable assets (including all revenues, receipts, receivables and intangible properties) both present and future, more particularly described below;</p> <p>(b) assignment of all rights, titles, permits, approvals and interests of the Borrower in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement(s), fuel supply fuel off-take agreement(s)) clearances, permits approvals and consents;</p> <p>(c) assignment of contractor guarantees, performance bonds and any letter(s) of credit provided by any party for the Project</p> <p>(d) assignment of all insurance policies in respect of the Project</p> <p>(e) charge on the Borrower's bank account(s), including but not limited to the trust and retention account(s) in relation to the Project;</p> <p>(f) pledge over the total issued share capital of the Borrower held by the Promoters and all present and future unencumbered shares of the Borrower, except shares held by CTPL and the NDU Shares, more particularly described below:</p> <p>LGL, 299 600 eq shares of nominal value 2996000</p> <p>L. Madhusudhan Rao, 100 eq shares of nominal value 1000</p> <p>G. Baskara Rao, 100 eq shares of nominal value 1000</p> <p>L. Sridhar, 100 eq shares of nominal value 1000</p> <p>L Srisha 100 eq shares of nominal value 1000</p> <p>LITL, 17,02,00,515 preference shares of nominal value 1,70,20,05,150</p> <p>LTPL, 13,36,89,035 preference shares of nominal value 1,33,68,90,350</p> <p>LTPL, 8,45,00,000 no. of unencumbered equity shares of nominal value 84,50,00,000</p> <p>LTPL, 9,29,57,375 no. of unencumbered preference shares of nominal value 92,95,73,750</p> <p>LPL, 1,53,20,000 no. of unencumbered preference shares of nominal value 15,32,00,000</p> <p><b><u>Contractual Comfort:</u></b></p> <p>(a) Undertaking from LITL and/or LGL to</p> <p>i)infuse equity;</p> <p>ii)fund any cost overrun; and</p> <p>iii) debt service support,</p> <p>b) Non disposal undertaking and safety net arrangement 601,498,243 shares ("NDU Shares") of the issued and paid up capital of the Borrower and any further shares issued to CTPL till Project COD ("NDU"), the details of the NDU Shares more particularly described below:</p> <p>Lanco Group Ltd, 2,10,400 equity shares under NDU</p> <p>Lanco Infratech Ltd, 2,60,000 equity shares under NDU</p>

Financial Creditor	Security Description
	<p>Charon Trading Pvt Ltd, 7,00,000 equity shares under NDU Lanco Infratech Ltd, 60,07,98,243 preference shares under NDU</p> <p>(c) <b><u>Unconditional and irrevocable corporate guarantee</u></b> from LITL in relation to (i) guaranteeing the Borrower's repayment obligations in relation to the Facility; and (ii) undertaking to: (1) infuse equity through asset sale and/or induction of strategic investor/ equity raised from QIP/IPO, and (2) infusing last mile equity, and</p> <p>(d) <b><u>Unconditional and irrevocable personal guarantee</u></b> from Mr. L Madhusudhan Rao and Ms. L Ramalaksmamma in relation to the Borrower's repayment obligations in relation to the Facility, till (a) the induction of a strategic investor into the Borrower or (b) raising equity through QIP/IPO.</p>
Union Bank of India	<p><b><u>Prime Security (Immovable assets):</u></b> Mortgage of 1199 acres of Govt and forest land and building situated in kurunti, District Dhenkanal, Odisha valuing Rs 186.00 Crores as per LIE report) shared on pari passu basis between consortium lenders.</p> <p><b><u>Prime Security (Movable assets):</u></b> First pari passu charge plant/machinery/equipments of Rs 10244.00 Crores (excluding land &amp; building) (value as per estimates vetted by LIE). First pari passu charge on operating cash flows, book debts, receivables, assignment/hypothecation of project documents, TRA, DSRA etc.</p> <p><b><u>Collateral security:</u></b> Company has pledged 46.46% shares of the company held by promoters. The value as on 31-03-2018 is as below: Paid up capital - 1432.32 cr Value of shares pledged (at face value of Rs. 10/- per share) 46.46% - 665.45 cr Our banks share 4.42% - 29.41cr</p> <p><b><u>Personal Guarantee:</u></b> Mr. L Madhusudhan Rao and Mrs. L Rama Lakshamma</p> <p><b><u>Corporate Guarantee:</u></b> M/s Lanco Infratech Ltd. And M/s Lanco Thermal Power Ltd.</p>
Indian Overseas Bank	<p>All the below mentioned securites will rank pari passu</p> <p>a) All the borrower's movable and immovable assets (including all revenues, receipts, receivables and intangible properties) both present and future ;</p> <p>b) All rights, titles, permits, approvals and interests of the borrower in, to and in respect of all its assets, agreements (including but not limited to</p>

Financial Creditor	Security Description
	<p>the power purchase agreement(s), fuel supply/ fuel off-take agreement(s)), clearances, permits, approvals, consents; c) Contractor guarantees, performance bonds and any letter(s) of credit that may be provided by any party for the project; d) All insurance policies taken in respect of the project; e) The borrower's bank account(s), including but not limited to the trust and retention account(s) created in relation to the project; f) 30% of the total issued share capital of the borrower held by Promoters</p> <p>The company to acquire the balance 500 acres (apart from 669 acres already acquired) of land in relation to the project and create and perfect security over the said land within 12 months from the date of first disbursement.</p> <p><b><u>Personal Guarantee :</u></b> 1) Madhusudhan Rao Lagadapati - for cost over run - 126.6 crores and for BG - 34.00 crores</p> <p><b><u>Corporate Guarantee for Overall Exposure:</u></b> M/s Lanco Infratech Ltd.</p>
Punjab National Bank	<p>Charge/mortgage/hypothecation on the following on first pari passu basis:</p> <p>(a) All immovable properties (including land) and movable properties including plant and machinery, machine spares, tools and accessories, furniture, fixture, vehicle and other movable assets, both present and future; (b) All tangible and intangible assets including but not limited to goodwill, undertaking and uncalled capital both present and future; (c) Assignment of all insurance policies including but not limited to the Insurance Contracts, performance bonds, contractors guarantees and any letter of credit provided by any person under the Project Documents; (d) Assignment of Company's all rights, title and interest under each of the Project Documents and Contracts duly acknowledged and consented to, where required by the Lenders, by the relevant counter parties to such Project Documents, all Defendant No.1's right under each letter of credit/guarantee or performance bond that may be posted by any party to Project Documents for the benefit of Company's and all its right under the clearance (to the extent assignable under the Applicable Law); (e) All the book debts, operating cash flows, receivables, all other current assets, commission, revenues of the Company's both present and future; (f) All the accounts and other bank accounts of the Company's (except the Distribution Account on which floating charge shall be created which shall be converted to a fixed charge on the happening of an Event of Default); (g) First ranking pledge over shares held by Sponsors constituting 30% of the total issued share; (h) First ranking pledge by Coal Block Allottee in respect of 100% of the total issued and paid up share held by it of the JV Company incorporated under the provisions of JG Agreement. Provided that the Coal Block Allottee may divest upto 49% of the share of the JV Company held by it to any</p>

Financial Creditor	Security Description
	<p>financial/strategic investors not belonging to the Promoter Group, without the prior approval of the Lenders and the pledge by a Coal Block Allottee shall stand reduced accordingly.</p> <p>(i) All that piece or parcel of mortgage in respect of land measuring 133.855 Acres situated at Village Kharagprasad and Kurunti, District Dhenkanal, Orissa;</p> <p>(j) All that piece or parcel of mortgage in respect of land measuring 107.7825 Acres situated at Village Kharagprasad and Kurunti, District Dhenkanal, Orissa;</p> <p>(k) All that piece or parcel of mortgage in respect of land measuring 210.745 Acres situated at Village Kharagprasad and Kurunti, District Dhenkanal, Orissa;</p> <p>(l) All that piece or parcel of mortgage in respect of land measuring 53.291 Acres situated at Village Kharagprasad and Kurunti, District Dhenkanal, Orissa;</p> <p>(m) All that piece or parcel of mortgage in respect of land measuring 40.63 Acres Acres situated at Village Kharagprasad and Kurunti, P.S. Motonga, Tehsil Odapadas, District Dhenkanal, Orissa;</p> <p>(n) All that piece or parcel of mortgage in respect of land land measuring 143.276 Acres situated at Village Kharagprasad, P.S. Motonga, Tehsil Odapada, District Dhenkanal, Orissa;</p> <p>(o) All that piece or parcel of mortgage in respect of land measuring 32.236 Acres situated at Village Kurunti, P.S. Motonga, Tehsil Odapada, District Dhenkanal, Orissa;</p> <p>(p) All that piece or parcel of mortgage in respect of land measuring 5.840 Acres situated at Village Kharagprasad and Kurunti, P.S. Motoriga, Tehsil Odapada, District Dhenkanal</p> <p>First pari-passu pledge over share capital of the Corporate Debtor held by Lanco Group Limited (LGL), Lanco Infratech Limited (LITL), Lanco Thermal Power Limited (LTPL), Lanco Power Limited (LPL), Mr. L Sridhar, Mr. L Sirisha, Mr. L Madhusudhan Rao and Mr. G Bhaskara Rao</p> <p><b>Corporate Guarantee</b> - Lanco Infratech Ltd &amp; Lanco Thermal Power Ltd  <b>Personal Guarantee</b> - Mr. L Madhusudhan Rao and Ms. L Ramalaxmamma</p>
UCO Bank	<p><b><u>First ranking pari-passu charge/security interest over the following :</u></b></p> <p>a. All its movable and immovable assets (including all revenue, receipts, receivables and all intangible properties) both present and future</p> <p>b. All rights, titles, permits, approvals and interests of the Corporate Debtor in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement, fuel supply/ fuel offtake agreements), clearances, permits, approvals and consents;</p> <p>c. Contractor guarantees, performance bonds and any letter(s) of credit by any party for the project;</p> <p>d. All insurance policies in respect of the Project;</p> <p>e. Corporate Debtor's bank account(s), including but not limited to the trust and retention account(s);</p> <p>f. 30% of the total issued share capital of the borrower held by Promoters</p>

Financial Creditor	Security Description
	<p>g. Pledge over shares shall be subject to Section 19 (2) and 19 (3) of Banking Regulation Act, 1949.</p> <p><b><u>The aforesaid Security will rank pari passu with all security created to be created in favour of:</u></b>  RTL-1 lenders, including financial assistance provided by way of letter(s) of credit, external commercial borrowings (ECB) up to an amount of Rs. 5544.00 Crores (inclusive of our share of Rs 245.00 crores)  RTL-2 Lenders, including financial assistance provided by way of letter(s) of credit upto an amount of Rs. 2800.00 crores(Inclusive of our share of Rs 124.00 crores)  Working capital lenders to the extent permitted by RTL-1 Lenders and RTL-2 Lenders  Lenders providing BG facility upto an amount of Rs.750.00 crores (Inclusive of our share of Rs 33.00 crores) as permitted by RTL-1 Lenders and RTL-2 Lenders  Above mentioned securities shall be created and perfected including obtaining no objection certificate from the existing lenders prior to date of first disbursement.  The Borrower shall acquire the balance 500 acres (apart from 669 acres already acquired) of land in relation to the Project and create and perfect security over the said land within 12 months from the date of first disbursement.</p> <p><b><u>Personal Guarantee:</u></b> Mr. Madhusudan Rao</p> <p><b><u>Corporate Guarantee:</u></b> - Lanco Infratech Limited</p>
Lakshmi Vilas Bank Ltd.	<p>First charge on the fixed assets of the company on pari passu basis with other banks/ institutions, with a minimum coverage of 1.5 times  The Security will rank pari passu with all security created to be created in favour of the project lenders including the working capital lenders to the extent permitted by Lenders.</p> <p>The Facility, Interest, fees thereon and all other amounts in respect thereof shall be secured inter alia by a first ranking:  mortgage hypothecation and charge on all the Company's movable and immovable assets (including all revenues, receipts, receivables and Intangible properties) both present and future in favour of Lenders security trustee;  (a) assignment of all rights, titles, permits, approvals and interests of the Company in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement(s), fuel supply fuel off-take agreement(s)), clearances, permits, approvals, consents in favour of Lenders security trustee;  (b) assignment of contractor guarantees, performance bonds and any letter(s) of credit that may be provided by any party for the Project in favour of Lenders security trustee;  (c) assignment in favour of Lenders security trustees of all insurance policies taken in respect of the Project;  (d) charge on the Company's bank account(s), including but not limited to the trust and retention account(s) created in relation to the project;</p>



Financial Creditor	Security Description
	<p>(e) pledge over 30% of the total issued share capital of the Company held by promoters and/ or coal block allottee; and  (f) pledge over 100% of the equity shareholding of the Coal Block Allottee (defined hereunder) in the joint venture company formed in relation to the Captive Mines. Further, during the Tenor of the Facility, LITL/ Lanco Group may divest upto 49% of the shareholding to any financial/strategic investor (other than any of the Promoter group) without the prior approval of the Lenders and the pledge shall stand reduced accordingly.</p> <p><b><u>Guarantors</u></b> – LITL</p>
Punjab & Sind Bank	<p><b><u>The Security will rank pari passu with all security created to be created in favour of the project lenders including the working capital lenders to the extent permitted by Lenders. :</u></b></p> <p>The Facility, Interest, fees thereon and all other amounts in respect thereof shall be secured inter alia by a first ranking:</p> <p>(a) mortgage/ hypothecation and charge on all the Company's movable and immovable assets (including all revenues, receipts, receivables and Intangible properties) both present and future in favour of Lenders security trustee;</p> <p>(b) assignment of all rights, titles, permits, approvals and interests of the Company in, to and in respect of all its assets, agreements (including but not limited to the power purchase agreement(s), fuel supply fuel off-take agreement(s)), clearances, permits, approvals, consents in favour of Lenders/ security trustee;</p> <p>(c) assignment of contractor guarantees, performance bonds and any letter(s) of credit that may be provided by any party for the Project in favour of Lenders/ security trustee;</p> <p>(d) assignment in favour of Lenders security trustees of all insurance policies taken in respect of the Project;</p> <p>(e) charge on the Company's bank account(s), including but not limited to the trust and retention account(s) created in relation to the project;</p> <p>(f) pledge over 30% of the total issued share capital of the Company held by promoters and/ or coal block allottee; and  (g) pledge over 100% of the equity shareholding of the Coal Block Allottee (defined hereunder) in the joint venture company formed in relation to the Captive Mines. Further, during the Tenor of the Facility, LITL Lanco Group may divest upto 49% of the shareholding to any financial/strategic investor (other than any of the Promoter group) without the prior approval of the Lenders and the pledge shall stand reduced accordingly.</p> <p><b><u>BG of Rs. 13Cr.:</u></b></p> <p>The Facility, Interest, fees thereon and all other amounts in respect thereof are secured inter alia by a first ranking security interest by way of mortgage/ hypothecation/ charge/ assignment /pledge over (created in favour of the Security Trustee/ Lender):</p> <p>(a) All the Borrower's movable and immovable assets (including all revenues, receipts, receivables and intangible properties) both present and future;</p> <p>(b) All rights, titles, permits, approvals and interests of the Borrower in, to and in respect of all its assets, agreements (including but not limited to</p>

Financial Creditor	Security Description
	<p>the power purchase agreement(s), fuel supply/ fuel off-take agreement(s)). clearances, permits, approvals, consents;</p> <p>(c) Contractor guarantees, performance bonds and any letter(s) of credit that may be provided by any party for the Project;</p> <p>(d) All insurance policies taken in respect of the Project;</p> <p>(e) The Borrower's bank account(s), including but not limited to the trust and retention account(s) created in relation to the Project;</p> <p>(f) 30% of the total issued share capital of the Borrower held by Promoters.</p> <p><b><u>Contractual Comfort:</u></b></p> <p>(a) Undertaking from LITL and/or LGL to:</p> <p>(i) infuse equity;</p> <p>(ii) fund any cost overrun; and</p> <p>(iii) debt service support;</p> <p>(b) Non disposal undertaking and safety net arrangement 601,498,243 shares ("NDU Shares") of the issued and paid up capital of the Borrower and any further shares of the NDU Shares issued to CTPL till Project COD ("NDU"), the details</p> <p>(C) <b><u>Unconditional and irrevocable corporate guarantee</u></b> from LITL in relation to: (i) guaranteeing the Borrower's repayment obligations in relation to the Facility; and (ii) undertaking to: (1) infuse equity through asset sale and/or induction of strategic investor/equity raised from QIP/IPO; and (2) infusing last mile equity; and POA dated 06/09/2010 by LITL in favour of ITSL as NDU provider.</p> <p>(d) <b><u>Unconditional and irrevocable personal guarantee</u></b> from Mr. L Madhusudhan Rao and Ms. L. Ramalaksmamma in relation to the Borrower's repayment obligations in relation to the Facility, till (a) the induction of strategic investor into the Borrower or (b) raising equity through QIP/IPO</p>