

# **List of Creditors**

**Lanco Kondapalli Power Limited**

**As on June 30, 2019**

## **IMPORTANT NOTICE**

1. The list of creditors presented in the following pages is as of claims received till June 30, 2019
2. The list of creditors is not the final list, as the verification / reconciliation of claims is still under process and the list of creditors shall be updated as and when more claims are received and verified
3. The RP team is still in the process of receiving claims from various categories of creditors of the Lanco Kondapalli Power Limited ("**Corporate Debtor**"), as per the terms and provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"). For the purpose of collating this list of creditors, a cut-off date of June 30, 2019 has been considered. Consequently, any claims and / or correspondences received post the aforesaid cut-off date have not been considered in this list of creditors. Furthermore, please note that the list of creditors is still a work in progress and shall be updated appropriately from time to time.
4. The verification / rejection of the claims has been done on the basis of the proof / supporting documentation of said claims, as shared by the claimant, in accordance with the prescribed documents under the provisions of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"), and corroborated from the records of the Corporate Debtor.
5. Certain claimants have either not provided relevant contact details or provided incorrect / incomplete contact details and endeavour is being made to reach out to such claimants for appropriate clarifications.
6. For claims denominated in currency other than INR, the claimed amount and related figures have been considered after converting into the equivalent INR amount, as per Regulation 15 of CIRP Regulations.

**LIST OF CLAIMS BY FINANCIAL CREDITORS OF LANCO KONDAPALLI POWER LIMITED**

Amount in INR Crores

<b>Sr. No.</b>	<b>Particulars of Claimant</b>	<b>Amount Claimed</b>	<b>Verified Amount*</b>	<b>Amount pending verification</b>
1	Edelweiss Asset Reconstruction Company Limited	913.05	913.05	-
2	Axis Bank Limited	725.60	725.60	-
3	Andhra Bank	579.00	579.00	-
4	Canara Bank	609.57	308.75	300.83
5	Life Insurance Corporation of India	418.92	418.92	-
6	Central Bank of India	261.05	261.05	-
7	Bank of India	266.20	216.15	50.05
8	Bank of Baroda	109.28	109.26	0.02
9	Corporation Bank	105.57	87.67	17.90
10	Union Bank of India	75.86	73.83	2.03
11	Indian Bank	46.51	46.51	-
12	Punjab & Sind Bank	21.18	21.18	-
13	IFCI Limited	18.19	18.19	-
	<b>Total</b>	<b>4,149.99</b>	<b>3,779.15</b>	<b>370.84</b>

1. Amount verified and admitted basis bank statements, backed by certificate under The Banker's Book Evidence Act, 1891 (as applicable), consortium documents and Corporate Debtor's books of accounts, as available

2. \*Relevant clarification / supporting documentation has been sought from the respective financial creditors whose claim is under verification and the receipt of the same is in process

**LIST OF CLAIMS BY OPERATIONAL CREDITORS OF LANCO KONDAPALLI POWER LIMITED**

Amount in INR

<b>Sr. No.</b>	<b>Particulars of Claimant</b>	<b>Amount Claimed</b>	<b>Verified Amount</b>	<b>Amount pending verification</b>
1	MMB Corporation	35,467	19,418	16,048.45
2	Raghuram Hume Pipes Private Limited	2,85,45,873	-	2,85,45,873
3	Harsha Enterprises	27,518	-	27,518
4	GE Energy parts Inc.	17,52,51,204	3,62,51,321	13,89,99,884
5	General Electric International Inc.	24,30,04,954	12,89,32,585	11,40,72,369
6	Sri Sneha Associates	24,19,000	23,78,000	41,000
7	Axis Bank Limited	18,09,019	-	18,09,019
8	Ion Exchange (India) Limited	4,36,094	32,780	4,03,314
9	New Fire Engineers Pvt. Ltd.	2,22,42,365	-	2,22,42,365
	<b>Total</b>	<b>47,37,71,494</b>	<b>16,76,14,104</b>	<b>30,61,57,390</b>

**LIST OF CLAIMS BY OPERATIONAL CREDITORS - RELATED PARTIES OF LANCO KONDAPALLI POWER LIMITED**

Amount in INR

<b>Sr No</b>	<b>Name of Claimant</b>	<b>Amount Claimed</b>	<b>Verified Amount</b>	<b>Amount pending verification</b>
1	Genting Lanco Power (India) Private Limited	9,75,67,546	9,43,87,656	31,79,890
2	Lanco Amarkantak Power Limited	34,007	-	34,007
	<b>Total</b>	<b>9,76,01,553</b>	<b>9,43,87,656</b>	<b>32,13,897</b>

## **Annexure 1**

### **Security Interest (as per Form C, submitted by Financial Creditors)**

#### **1. Edelweiss Asset Reconstruction Company**

##### **i. Immovable Properties:**

First Charge by way of mortgage on the immovable properties belonging to the Corporate Debtor.

- Land Admeasuring 123 acres 16 cents situated in the village, Kondapalli in the sub-registration district of Ibrahimpatnam and Krishna District in the State of Andhra Pradesh;
- Land Admeasuring 8.18 acres and 6 cents in village Gollapudi within the Sub-registration district in Ibrahimpatnam and Krishna District in the State of Andhra Pradesh
- Land to the extent of 7 Acres in Revenue Survey no. 336 of Ibrahim Mandal.
- Land Admeasuring 18 Acres and 52 cents in the survey no 35/p, 36/p, 38/p, 39, 40/p, 115/p bearing plot no 69 and 102 assessment no. 1066 of IDA of Kondapalli IDA, Ibrahimpatnam;
- Land Admeasuring 794.79 Sq. mtrs situated in the village, Kondapalli bearing plot no .106, door no 5 to 10 in revenue survey no.38 (part) 39 (part), within the limits of Gram Panchayat Kondapalli APIIC, Ibrahimpatnam Mandal Krishna District within the jurisdiction of Sub-Registrar Office of Ibrahimpatnam
- Land Admeasuring 1.10 Acres situated in Survey No. 38(part) and 116 (part) of Village Kondapalli, Grampanchayat- APIIC, IALA Kondapalli, Revenue Mandal-Ibrahimpatnam, District- Krishna.
- Land admeasuring Acres 13.330 Cents in Village Kondapalli, Village, Ibrahimpatnam Mandal, Krishna District in the state of Andhra Pradesh within the sub-registration district of Ibrahimpatnam
- Land situated at Kollamparambu Village, Ottapidaram Taluk, Thuthukudi district in survey no. 53/6, admeasuring 1.05 acres

##### **ii. Movable Properties:-**

First Charge by way of hypothecation of the movable properties belonging to the Corporate Debtor;

- The whole of the movable properties of the Borrower including all equipments, plant and machinery, spares, tools and accessories, furniture, fixtures, vehicles and other vehicles and other movable both present and future, whether installed or not and whether now lying loose or in cases or which are now lying or sorted in or about or shall hereafter from time to time be brought into or upon or to be stored or to be in or about the Borrowers factories, premises, warehouse, stockyards and godowns or at various work sites or at any place or places wherever else situated or wherever else the same may be held by any party to the order or disposition of the Corporate Debtor or in the course of transit or on high seas or on order, delivery, howsoever and wheresoever in the possession of the Corporate Debtor and either by way of addition or substitution

##### **iii. Guarantee:-**

The following have executed guarantees to secure the loans granted to the Corporate Debtor:-

1. Personal Guarantee of L Madhusudhan Rao;
2. Personal Guranatee of L Ramalakasmamma;
3. Corporate Guarantee of Lanco Infratech Limited;
4. Corporate Guarantee of Lanco Thermal Power Limited

#### **iv. Pledge:-**

Pledge of shares of the following:-

Name of Pledger	No. of shares	Type of share	Share Certificate No.
Lanco Infratech Limited	2,38,00,000 and 9,14,60,000	Equity	8 and 9

#### **2. Axis Bank**

- a. **Hypothecation:** - Charge on company's inventories, consumables stores, book debts accounts commissions, revenues of whatsoever nature and wherever arising and all its movable properties and machinery spares tools, accessories, both present and future.
- b. **Mortgage:** - Pari Passu charge on deposit of title deeds of all the immovable properties of the company situated at Krishna District in the state of Andhra Pradesh both present and future. Pari passu charge by way of registered mortgage of the company's freehold properties in the state of Tamil Nadu
- c. **Pledge:** - Pledge of the shares on pari passu basis held by the Sponsors and Shareholders representing 51% of the issue and paid up share capital of the Company.
- d. **Guarantee:** - Unconditional and irrevocable Corporate Guarantee of Lanco Thermal Power Ltd (LTPL). Unconditional and irrevocable personal guarantee of Promoter Directors i.e. Mr. L Madhusudan Rao and Smt. L Ramakaksmamma. Lanco Infratech Limited corporate guarantee against TL-II (Facility 2) facility given to Lanco Kondapalli Power Limited.
- e. Assignment of Project Contract.

#### **3. Andhra Bank**

##### **i. Primary Security:**

- a. A first par-passu charge on all the present and future assets of the company;
- b. A first pari-passu charge on operating cash flows of the company;
- c. A first pari-passu charge on company's book debts, receivables, commissions, revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future;
- d. Assignment/Hypothecation of all project documents, on a pari-passu basis, inter alia, including right , title, interest, benefit, claims and demand, whatsoever, /insurance/insurance proceeds;
- e. First pari-passu charge on all the letters of credit, Trust and Retention Accounts, DSRAs and other reserves and any other bank accounts of the company wherever maintained for the project;
- f. Pledge of the shares on pari-passu basis held by the sponsors and shareholders representing 51% of the issued and paid up capital of the company subject to compliance with Banking Regulation Act.

The aforesaid mortgage, assignment and charges, shall rank pari-passu with Project Lenders the Working Capital Lenders (subject to a maximum fund based and non-fund based working capital limits of Rs. 350 Crores) for Phase-III Project, Existing Lenders and Existing Working Capital Lenders (subject to a maximum fund based and non-fund based working capital limits of INR 529.55 crores for Phase-I Project and Phase-II Project).

#### **Guarantors as detailed below:**

Corporate Guarantee of M/S Lanco Infratech Ltd. and personal guarantee of following promoter directors:

1. Mr. L Madhusudhana Rao
2. Mrs. L Ramalakshamma

#### **4. Canara Bank**

##### **Details of security held by or created for the benefit of the financial creditors**

The particulars of the security interest created in favour of or for the benefit of the Financial Creditor, with respect to the Facilities is detailed below:

##### **Mortgaged Securities:**

Pursuant to the Memorandum of Entry executed dated November 14, 2008, January 10, 2011, February 28, 2014, October 30, 2015, March 24, 2016, the land situated at District of Ibrahimpatnam (**Project Site**) was mortgaged to secure amounts payable by the Corporate Debtor. The detail of the assets over which such mortgage has been created is as follows.

#### **ITEM A - (PHASE I IMMOVABLE PROPERTIES)**

All those pieces and parcels of land admeasuring Ac.123.16 cents in Village Kondapalli within the Sub-Registration District of Ibrahimpatnam, Krishna District in the state of Andhra Pradesh and comprised in the following Survey Nos.

<b>Survey Nos./Sub-Divisions</b>	<b>Extent (Acres.Cents)</b>
38/2A7 & 2B3	7.94
110/1C	3.81
111/3	5.20
116/1C	2.46
117/1A &1B	7.49
118/1A,1B,2	7.22
119/1A,1B,2A,2B	9.03
120/1B2 & 1B3	6.75
121/1B3	8.60
122/1B1,1B& 1A	5.38
123/1C1 & 1C2	5.27
124/1A,1B1 & 2A,2C	7.13
125/1A,1B,2,3A,3B,3C,3D,3E,4A,4B,5A,5B	12.69
126/1, 2pt.	10.40
127/1A pt,1B,1C,2pt,3A1,3B,4A,4B	6.16
128/1C,4B,2,1A1,1A,3	4.85
129/1	6.64
130/A & B	3.89
131/1,2	2.25
<b>Total</b>	<b>123.16</b>

Together with all the buildings, structures and sheds constructed and/or to be constructed thereon and all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth and installed and/or to be installed thereon, and every part thereof, fixtures and fittings erected/installed and /or to be erected/installed thereon and every part thereof.

**ITEM A - (PHASE I IMMOVABLE PROPERTIES)**

All the pieces and parcels of land admeasuring Ac.8.18.6 cents in village Gollapudi within the Sub-Registration District of Ibrahimpatnam, Krishna Dist in state of Andhra Pradesh and comprised in following Survey Nos.

<b>Survey Nos./Sub-Divisions</b>	<b>Extent Acres.Cents</b>
95/2	0.84.0
96/2	4.73.6
137	1.02.0
138/2	1.59.6

Together with all the buildings, structures and sheds constructed and/or to be constructed thereon and all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth or installed and/or to be installed thereon, and every part thereof, fixtures and fittings erected/installed and /or to be erected/installed thereon and every part thereof.

**PART B - (PHASE II IMMOVABLE PROPERTIES)**

All the piece and parcel of land to the extent of Ac.7.00 in R.S. No.336 of Ibrahimpatnam, Mandal ad Village together with pump house, structures and sheds constructed and/or to be constructed thereon and all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth or installed and/or to be installed thereon, and every part thereof, fixtures and fittings erected/installed and/or to be erected/installed thereon and every part thereof and water pipeline along Ibrahimpatnam to Thiruvuru Road connecting the pump house with the Company's project and the land.

**PART C - (PHASE III IMMOVABLE PROPERTIES)**

- a. All that Land in Re-Survey Nos.35 (Part),36 (Part), 38(Part), 39,40 (Part) & 115 (Part) to an extent of Acres 18.52 cents equivalent to 89, 638.91 sq.yds. or 74,947.10 sq.mtrs, bearing Plot No.69 & 102 (Nearest Door No.30-55), Assessment No.1066 of IDA of Kondapalli, Industrial Development Area, Ibrahimpatnam Mandal, within the jurisdiction of Sub-Registrar Office ,Ibrahimpatnam, Krishna Dist.
- b. All that property admeasuring 950.59 sq.yds or 794.79 sq.mtrs. situated at Kondapally Village bearing Plot No.106, Door No.5-10 in Re-Survet Nos.38 (Part) & 39 (Part) within the limits of the Grampanchayat Kondapalli, APIIC., Ibrahimpatnam Mandal, Krishna Dist. within the jurisdiction of Sub-Registrar Office, Ibrahimpatnam.
- c. All that the Land measuring a total area of 4457.27 sq.mtrs /1.10 Acres situated in Survey No.38 (p) & 116(p) of Village Kondapalli, Grampanchayat- APIIC -IALA Kondapalli, Revenue Mandal,-Ibrahimpatnam, Dist.Krishna.



## **PART D-(PHASE III ADDITIONAL IMMOVABLE PROPERTIES)**

All those pieces and parcels of land admeasuring Ac.13.330 cents in Village Kondapalli Village, Ibrahimpatnam Mandal, Krishna Dist, in the state of Andhra Pradesh within the Sub-Registration Dist. of Ibrahimpatnam, Krishna District in the state of Andhra Pradesh and comprised in the following Survey Nos.

<b>Survey Nos./Sub-Divisions</b>	<b>Extent Ac. Cents</b>
54/3	1.385
54/3	2.765
55/2	2.780
55/4,55/4,55/6a & 55/6B	3.070
55/3	1.300
55/6A & 44/6B	1.080
55/6C	0.950
<b>Total</b>	<b>13.330</b>

Together with all the buildings, structures and sheds constructed and/or to be constructed thereon and all the plant and machinery attached to the earth or permanently fastened to anything attached to the earth or installed and/or to be installed thereon, and every part thereof, fixtures and fittings erected/installed and /or to be erected/installed thereon and every part thereof.

- (i) Pursuant to the Indenture of Mortgage dated February 19, 2016 ("Indenture of Mortgage") the total land admeasuring 1.05 acres situated at Kollamparambu Village, Ottapidaram Taluk, Thuthukudi District ("Tamil Nadu Property") was charged along with *inter alia* the movable assets of the Corporate Debtor to secure the amounts payable by the Corporate Debtor under the Facilities. The details of the assets over which such mortgage has been created is as follows:

All the piece and parcel of vacant land situated at kollamparambu village/panchayat, Ottapidaram taluk/panchayat union, SRO Ottapidaram, Registration District of Thuthukudi, Thuthukudi district comprised in survey number 53/6, measuring an extent of 1.05 Acres equivalent to 4248.30 Square meters)

- (ii) Pursuant to the Deeds of Mortgage dated May 19, 2009, May 07, 2011 and December 11, 2014 the shop admeasuring 409 sq.ft in Borivali ("Maharashtra Property") was charged along with *inter alia* the movable assets of the Corporate Debtor to secure the amounts payable by the Corporate Debtor. The details of the assets over which such mortgage has been created is as follows:

Shop no 2, held by the borrower on ownership basis under the provisions of the Maharashtra Ownership flats regulation of the Promotion, Construction, Sale, management and transfer Act, 1963. Admeasuring 409Sq.Ft built-up area on the ground floor of the Building named "field view" constructed on land bearing survey no 47(Part) and Bearing City Sy.No 97-A-3 and 97-A-3/1, situated lying and being at village Chincholi Taluka Borivali within the limits of greater Mumbai municipal Corporation registration district Mumbai Sub urban District Bearing Plot No 1 of Private Scheme of upper Govind Nagar.

### **Other Securities:**

- a. A First Paripassu Charge on all the present and future assets of the Company
- b. A first paripassu charge on the operating cash flows of the company
- c. A first paripassu charge on company's book debts, receivables, cashflows, commissions, revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future;

- d. A First charge by way of assignment of or creation of security interest on i) Rights, Title and interest of the Borrower in, to and under the project Documents duly acknowledged and consented to by the relevant Counterparties to such project documents all as amended, varied or supplemented from time to time ii) all the rights title, interest, benefits, claims and demands whatsoever of the Borrower in the government approvals and clearances. iii) all the rights title, interest, benefits, claims and demands of the Borrower in any letter of credit, Guarantee, Performance Bonds indemnities and securities that may be furnished in favour of the borrower by the various counterparties under such project documents and iv) or insurance contracts and insurance proceeds
- e. Assignment of the rights, title and interest of the Borrower on the Letter of Credit (if any)/Escrow account, Trust and retention accounts including Debt service reserve accounts (Two Quarters), other reserves and any other Bank accounts of the Borrower wherever maintained.
- f. A floating charge on all other assets present and future of the Borrower including but not limited to general undertaking of the Borrower in favour of lenders.

#### **Share Pledge Agreements:**

- a. Pursuant to the pledge agreement dated August 24, 2016 (the "**Pledge Agreement 1**"), Lanco Tanjore Power Company Limited has created pledge over certain shares (3,44,59,817 Crore shares, 8.45%) of the Corporate Debtor to secure the amounts payable by the Corporate Debtor under the Facilities, as more particularly described in Schedule 2 of the Pledge Agreement-1;
- b. Pursuant to the Pledge agreement dated October 30, 2015 read with the amended and restated pledge agreement dated June 20, 2016 (the "**Pledge Agreement 2**"), Lanco Infratech Limited has created pledge over certain shares (11,52,60,000 Crore shares, 33.90%) of the Corporate Debtor to secure the amounts payable by the Corporate Debtor under the Facilities, as more particularly described in Schedule 2 of the Pledge Agreement 2;
- c. Pursuant to the amended and restated pledge agreement dated September 21, 2016 (the "**Pledge Agreement 3**"), Web Energy Limited has created pledge over certain shares (5,81,40,000 Crore shares, 17.10%) of the Corporate Debtor to secure the amounts payable by the Corporate Debtor under the Facilities, as more particularly described in Schedule 2 of the Pledge Agreement 3;

#### **Corporate Guarantees:**

- a. Pursuant to the Deed of Guarantee dated October 30, 2015 ("**Corporate Guarantee 1**"), M/s Lanco Infratech Limited guaranteed due repayment of the amounts payable by the Corporate Debtor.
- b. Pursuant to the Deed of Guarantee dated March 30, 2015 read with Deed of Guarantee dated May 25, 2015 and Deed of Guarantee dated June 22, 2016 ("**Corporate Guarantee 2**"), Lanco Thermal Power Limited guaranteed due repayment of the amounts payable by the Corporate Debtor under all the Facilities.

#### **Personal Guarantees:**

- a. Pursuant to the Deed of Guarantee dated May 26, 2015 read with Deed of Guarantee dated March 30, 2015 and Deed of Guarantee dated June 22, 2016 ("**Personal Guarantee 1**"), Mr. L Madhusudhan Rao guaranteed the due repayment of the amounts payable by the Corporate Debtor under all the Facilities.
- b. Pursuant to the Deed of Guarantee dated May 26, 2015 read with Deed of Guarantee dated March 30, 2015 and Deed of Guarantee dated June 22, 2016 ("**Personal Guarantee 2**"),

Mrs. L. Ramalakshamma guaranteed the due repayment of the amounts payable by the Corporate Debtor under all the Facilities.

## **6. Central Bank of India**

### **i. Primary Security:-**

For Term and Additional term loan (TL-II)

- a. First pari passu charge on all the present and future assets of the company
- b. A first pari passu charge on the operating cash flows of the company
- c. A first pari passu charge on the company's book debts, receivables, commissions, revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future
- d. Assignment / Hypothecation of all project documents, on a pari passu basis, inter alia including right, title, interest, benefit, claims and demand whatsoever/insurance/insurance proceeds.
- e. First pari passu charge on all the letters of credit, Trust and Retention Account, DSRAs and other reserves and any other bank accounts of the company wherever maintained for the project
- f. Pledge of shares on pari passu basis held by the sponsors and shareholders representing 51% of the issued and paid up share capital of the company subject to compliance with Banking Regulation Act.
- g. Corporate Guarantee of Lanco (LITL)
- h. Personal Guarantee of Promoter directors i.e. L Madhusudhan Rao and Smt. L Ramalakshamma

The aforesaid mortgage, assignment and charges shall rank pari passu with project lenders (Phase II and Phase III) the working capital lenders and short term lenders in Phase II

## **7. Bank of India**

### **i. Principal**

- a. **First Charge** on all the present and future assets of the company.
- b. **First Charge** on the entire receivables of the Company. The priority of charge shall be as per the mechanism indicated in Escrow and TRA Mechanism
- c. **First Charge** on the Company's book debts, Commission, non-operating revenues of whatsoever nature and future, intangibles, goodwill, uncalled capital, present and future;
- d. A first charge by way of assignment or creation of charge in favour of the lenders –
  - i. All the right, title, interest, benefits, claims and demands whatsoever of the company available in the project documents, all the amended, varied or supplemented from time to time;
  - ii. All the rights, title, interest, benefits, claims and demands whatsoever of the company in the clearances;
  - iii. All the right, title, interest, benefits, claims and demands whatsoever of the company in any letter of credit, guarantee, performance bond provided by any party to the project documents and
  - iv. All insurance contracts/insurance proceeds.

First charge on the letter of credit (if any)/ Escrow account, Trust and Retention account, debt service reserve account (two quarters) and other bank accounts of the company wherever maintained

## **ii. Collateral**

Pledge of shares on pari-passu basis held by sponsors and shareholders representing 51% of the issued and paid up share capital of the company. (To be shared with lenders of Phase III also)

- As per the original sanction 51% of pledge of shares of the company was stipulated and pledge of shares to the extent of 26% to be released after payment of First principal instalment and the remaining 25% after repayment of 50% of principal, subject to there being no default. However, lead bank still holding the entire 51% of Shares i.e. 17,65,17,300 number of shares pertaining to Lanco Infratech Ltd and Web Energy Ltd, Mauritius

@ Note: The aforesaid mortgage, assignment and charges shall rank pari-passu with the mortgage, assignment and charges created in favour of other participating senior term lenders and working capital lenders of Phase-I, II and III( subject to maximum fund-based and non-fund based working capital limit of Rs.350 Cr. For Phase III)

## **8. Bank of Baroda**

### **a) For Cash Credit:**

- a. Demand Promissory Note signed by the company
- b. Letter of continuing security
- c. First Charge on all the fixed as well as current assets of the company.

(First mortgage and charge on all the immovable properties, all its tangible assets both present and future and charge over assignment of all project contracts, insurance proceeds and bank accounts and a first charge by way of hypothecation on movable assets which shall rank pari-passu with mortgages and charges created and or to be created in favor of the term loan lenders and working capital lenders.)

### **b) Letter of Credit:**

- a. Stamped ILC/FLC Application duly signed by the company.
- b. First charge on all the fixed as well as current assets of the company.

### **c) Bank Guarantee:**

- a. Counter Indemnity to be signed by the company.
- b. Various Undertakings
- c. First charge on all the fixed assets & current assets of the company.

### **d) Term Loans:**

The term loan debt facilities, together with interest, liquidated damages, costs, charges, expenses and other monies whatsoever payable to the lenders and their trustees shall be secured by:

- a. A first charge on all the present and future assets of the company.
- b. First charge on the entire receivables of the company. The priority of charge shall be as per the Escrow and TRA mechanism.
- c. A first charge on company's Book Debts, commissions, non-operating revenues of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future.

- d. A first charge by way of assignment or creation of charge in favor of the Lenders of (i) all the right, title, interest, benefits, claims and demands whatsoever of the company available in the project documents, all as amended, varied or supplemented from the time to; (ii) all the rights, title, interest, benefits, claims and demands whatsoever of the company in the clearances; (iii) all the right title, interest, benefits, claims and demands whatsoever of the company in any letter of credit, guarantee, performance, bond provided by any party to the Project Documents and (iv) all Insurance Contracts/ Insurance Proceeds;
- e. First Charge on the Letter of Credit (if any)/ Escrow Account, Trust and Retention Account, Debt Service Reserve Account and other reserves and any other bank accounts of the company wherever maintained.
- f. Extension of pledge of the shares held by the sponsors and shareholders representing 51% of the issued paid up share capital of the company already created in favor of existing lenders, subject to compliance with Banking Regulation Act. Pledge of shares to the extent of 26% may be released after payment of first principal installment of this facility and the remaining 25% after the repayment of 50% of principal of this facility, subject to there being no event of default.

The aforesaid mortgage, assignment and charges shall rank pari passu with the mortgage assignment and charges created/ to be created in favor of the other participating senior lenders and working capital lenders of phase III and the term and working capital lenders of phase II and III.

**e) Guarantee for Phase III: (Existing)**

Corporate Guarantee: M/S Lanco Infratech Limited subject to approval of CDR-EG (for phase-III loans of the company) (Net worth, as on 31-03-2017 is INR 1037.66 crore) (Presently LITL is admitted into NCLT & Branch has submitted proof of claim via our CFS, New Delhi branch in respect of the corporate insolvency resolution process in the case of corporate debtor Lanco Infratech Ltd)

**f) Personal Guarantee:**

Mr. L. Madhusudan Rao (Networth as on 31-03-2016 is INR 657.31 Crore) & Mrs. Ramalakshamma (Networth as on 31-03-2016 is INR 402.21 Crore) (Specific Security to TL-III of Phase-III of the company)

**g) Guarantee for Working Capital Limits: (Existing)**

Corporate Guarantee of M/S Lanco Thermal Power Limited (Networth as on 31-03-2017 is INR 4767.96 Crore)

Personal Guarantee (extension): Personal Guarantee of Mr. L. Madhusudan Rao (Networth as on 31-03-2016 is Rs INR 657. 31 Crore) & Mrs. L Ramalakshamma (Networth as on 31-03-2016 is INR 402.21)

**9. Corporation Bank**

**i. Security:**

Pari passu 1<sup>st</sup> charge on inventory cum book debt/current assets (present & future) of the company along with other term lenders/working capital lenders. Total Current Assets are valued at Rs.390.48 crore as per ABS dated 31.03.2018 Share of security available to the bank- Rs.8.94 crore (considering our share at 2.29% of credit facilities)

Pari passu 1<sup>st</sup> Charge on fixed assets (present & future) of the company along with other term lenders/working capital lenders. Total Fixed Assets are valued at Rs.4473.54 crore as per ABS dated 31.03.2018. Share of security available to the bank- Rs.102.44 crore (considering our share at 2.29% of credit facilities). A first pari passu charge on the operating cash flows of the phase 1 project.

All Insurance Contracts/Insurance Proceeds. Pledge of the shares on pari passu basis held by the sponsors and shareholders representing 51% of the issued and paid up capital share capital of the company. Above securities are charged on pari passu basis with consortium lenders.

Guarantors:

Sr.No.	Name of the Guarantors
1	M/S Lanco Infratech Limited
2	Mr. L. Madhusudan Rao
3	Ms. L. Ramalaksmamma

### **10. Union Bank of India**

Asset created out of term loan i.e. (plant & Machinery) Power Project located at Kondapalli Industrial Development Area (IDA), Ibrahimapatnam Mandal, Krishna Dist.

### **11. Indian Bank**

- a. A first pari passu charge on all the present and future assets of the company
- b. A first pari passu charge on the operating cash flows of the company
- c. A first pari passu charge on company's , book debts, receivables, commissions, revenue of whatsoever nature and wherever arising, present and future intangibles, goodwill, uncalled capital, present and future
- d. First Pari passu charge on all the LCs, Trust and retention accounts, DSRA's and other reserves and any other bank accounts of the company whether maintained for the projects
- e. Assignment/ Hypothecation of all project documents, on a pari passu basis, inter-alia including right, title, interest, benefit, claims and demand whatsoever/ insurance/ insurance proceeds

The aforesaid mortgage assignment and charge shall rank pari passu with Project lenders (Phase II and III), the existing Working capital lenders and short term lenders in Phase II.

Corporate Guarantee of Lanco Infratech Limited. Corporate Guarantee of Lanco Thermal Power Ltd. And personal Guarantee of Directors -1) Sri L Madhusudhana Rao 2) Smt. L Ramalakshamma.

### **12. Punjab & Sind Bank**

#### **Security:**

- a. A first pari passu charge on all the present and future assets of the company;
- b. A first pari passu charge on operating cash flows of the company
- c. A first pari passu charge on company's book debts, receivables, commissions, revenues, of whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled capital, present and future;
- d. Assignment/Hypothecation of all project documents, on a pari passu basis, inter alia including right, title, interest benefit, claims and demand whatsoever/ insurance/ insurance proceeds.
- e. First pari passu charge on all the letters of credit, Trust and Retention Accounts, DSRAs and other reserves and any other bank accounts of the company wherever maintained for the project.

- f. Pledge of the shares on pari passu basis held by the sponsors and shareholders representing 51% of the issued and paid up share capital of the company subject to compliance with Banking Regulation Act to continue for the entire tenor of the total facility.
- g. Non disposal undertaking (NDU) from Lanco Thermal Power Limited (LTPL) with respect to the shares held by LTPL in the company in accordance with Banking Regulation Act. In case of issuance of fresh Equity Shares or similar instruments carrying voting rights to Lanco Thermal Power Limited, they would also be covered in the NDU.

The aforesaid mortgage, assignment and charges shall rank paripassu with project lenders (phase II & III), the Working Capital Lenders and Short Term lenders in Phase II.

Total Value: INR 5289.84 crores (as per report dt. 13.06.2017 by Servel Krishna Engineers Pvt. Ltd. Secunderabad, submitted to consortium)

### **13. IFCI Limited**

#### **Security for Rupee Term Loan:**

- a. First pari passu charge on all the present and future assets of the company.
- b. Second pari passu charge on operational cash flows of phase I Project subservient to Phase-I Lenders have been repaid, the same would be modified as first charge. The lenders of Phase-II will also have a first charge on the construction fund account/operating cash flows Of Phase-II project;
- c. First pari passu charge on company's book debts, receivables, commissions, revenues of Whatsoever nature and wherever arising, present and future, intangibles, goodwill, uncalled Capital, present and future;
- d. First pari passu charge by way of assignment or creation of charge in favor of the lenders of
  - (i) All the right, title, interest, benefits, claims and demands whatsoever, duly acknowledged and consented to by the relevant counter parties to such project documents, all as amended, varied or supplemented from time to time,
  - (ii) All the right, title, interest, benefits, claims and demands whatsoever of the company in the clearances;
  - (iii) All the rights, title, interest, benefits, claims and demands whatsoever in the company in any letter of credit, guarantee, performance bond provided by any party to the project documents and
  - (iv) All insurance contracts/insurance proceeds;
- e. First pari passu charge on LC's, Escrow account, TRA AC, DSRA (two quarters) and other reserves and any other reserves and any other bank accounts of the company wherever maintained; subject to working capital loan; if any;
- f. Pledge of shares on pari passu basis held by sponsors and shareholders representing 51% of the issued and paid up share capital of the company subject to compliance with Banking Regulation Act. Pledge of shares to the extent of 26% may be released after payment of first principal installment and the remaining 25% after repayment of 50% principal, subject to there being no event of default.

#### **B. Security for Additional Term Loan:**

- a. First Pari passu charge on all present and future immovable and movable assets of the Company by way of mortgage and hypothecation respectively;
- b. First pari pasu on operating cash flows of the Company;

- c. First Pari passu charge on company's book debts, receivables commissions, revenues of whatsoever nature and wherever arising present and future, intangibles, good will, uncalled capital, present and future;
- d. Assignments/hypothecation of all project documents, on pari passu basis, inter- alia including right, tittle, interest, benefit, claims and demand whatsoever/insurance/insurance proceeds;
- e. First pari-passu charge of LC's, Escrow Account, TRA A/c, DSRA any other bank a/cs of the company wherever maintained for the project;
- f. Pledge of shares on pari passu basis held by Sponsors and shareholders representing 51% Of issued and paid up equity share capital of the company subject to compliances with banking Regulations;
- g. Unconditional and Irrevocable Corporate Guarantee of Lanco Infratech Limited subject to approval of the CDR Lenders.
- h. Unconditional and Irrevocable Corporate Guarantee of Lanco Thermal Power Limited for the total facility.
- i. Non disposal undertaking from Lanco Thermal Power Limited with respect to the shares held by LTPL in the company in accordance with the Banking Regulations. In case of fresh equity shares or similar instruments carrying out voting rights to Lanco Thermal Power Limited they would also be covered in the Non disposal undertaking; Unconditional and Irrevocable Personal Guarantee of Sh. Madhusudhan Rao and Smt. L. Ramalakshamma.