

List of Creditors Ver.5 as on 13 June 2020

(Pursuant to Regulation 13 of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

Corporate Debtor: Lanco Hoskote Highway Limited

CP No.CP (IB) No.133/7/HDB/2019

(1) Financial Creditors:

S.No.	Name of Creditor	Amount of Claim	Amount Admitted	Security Interest
1	Edelweiss Asset Reconstruction Company Limited	210,31,82,966	204,87,51,142	Note.1
2	State Bank of India	477,50,00,000	443,40,58,129	Note.2
3	Kotak Mahindra Bank Limited (KMBL)	134,38,60,348	Nil	Note 3
		822,20,43,314	648,28,09,271	

(2) Operational Creditors:

S.No.	Name of Creditor	Amount of Claim	Amount Admitted	Security Interest
1	Vishwakarma Scales Private Limited	46,24,292	46,24,292	Nil
2	National Securities Depository Ltd	2,21,250	2,21,250	Nil
3	National Highways Authority of India	56,53,84,558	41,38,13,597	
		57,92,30,100	41,86,59,139	

(3) Operational Creditors (Workmen/Employees):

S.No.	Name of Creditor	Amount of Claim	Amount Admitted	Security Interest
		Nil		

(4) Creditors (Other than Financial Creditors and Operational Creditors):

S.No.	Name of Creditor	Amount of Claim	Amount Admitted	Security Interest
		Nil		

Note. 1 - Security held by Edelweiss Asset Reconstruction Company Limited:

SI	Particulars
1	Second ranking charge with respect to the security interest of existing lenders and ranks pari passu inter se among the lenders having second ranking charge over
	a) movable plant and machinery, tangible and intangible
	b) all rights, interest under project documents
	c) all rights interest under insurance contracts, policies and proceeds
	d) all rights, interest with respect to accounts
	e) Books debts and receivable, rights on other assets of projects

Note. 2 - Security held by State Bank of India :

SI	Particulars
1	A First Mortgage on Company's all immovable assets and first charge by way of hypothecation on all moveable assets (Including but not limited to all current / non-current assets) both present and future, ranking pari passu with other lenders.
2	Pledge of equity shares held by the Promoters (Lanco InfraTech Ltd, LKPPL & their Associates) aggregating 51% of the paid-up equity capital of LHHL for a period upto 36 months from COD. Proportion of equity shares on which the pledge shall persist for the duration of debt, shall be reduced to 26% of the issued and paid up share capital of the Borrower after 36 months from COD. subject to there being no outstanding event of default. Currently, pledge is on 26% of the paid-up equity capital of LHHL.
3	A first charge / assignment on all the intangible assets of the company including but not limited to the goodwill, rights, undertakings and uncalled capital both present and future, ranking pari – passu with other lenders.
4	A first charge on all company's bank accounts including, without limitation, the Trust and Retention Account (TRA) / Escrow Account and the Debt Service Reserve Account, to be established by the company and each of other accounts required to be created by the company under any project document or contract.
5	A first charge / assignment / security interest on the company's right under the concession Agreement, Project Documents including EPC contract with LITL & other agreements / contracts / MOUs between LITL & LHHL, Contracts and all licenses, permits, approvals, consents and insurance polices in respect of the project.
6	Assignment of contractor guarantees, liquidated damages, letter of credit, guarantee or performance bond that may be provided by any counter-party under any project Agreement or contract in favour of the Company and insurance policies etc.
	Guarantees
1	Corporate guarantee of Lanco InfraTech Ltd (LITL) to cover the shortfall in the term loan repayment in the event of termination of the Concession Agreement due to concessionaire event of default during the construction period.
2	Shortfall undertaking from Lanco InfraTech Ltd (LITL) for any cost overrun and delay in receipt of grant from NHAI. The promoters to bring in additional equity / provide sub-ordinate loans to meet such an eventuality. The promoters can take back the amount after release of grant from NHAI to the extent of the grant released
3	Shortfall undertaking wherein from Lanco InfraTech Ltd (LITL) for the meeting Major Maintenance requirements as required
4	Sponsors undertaking wherein any loss arising due to the proposed restructuring in termination payments shall be made good by the sponsors

Note. 3 – Kotak Mahindra Bank Limited

Sl	Particulars
1	Subservient charge on the Assets of the Corporate Debtor on pari passu basis (1.12.2014)
2	Charge on 9,30,51,500 nos equity shares in the corporate debtor entity on pari passu basis (24.11.2014)