List of Stakeholders

Of

Lanco Kondapalli Power Limited

As on July 02, 2021

Annexure

Filing under clause (d) of sub-regulation (5) of regulation 31 of the IBBI (Liquidation Process) Regulations, 2016

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021*; List of Stakeholders as on: July 02,2021

SI.	Category of	Summary of cla	ims received	Summary o	f claims admitted	Amount of	Amount of claims	Amount of claims	Details in
No.	stakeholders	No. of claims	Amount	No. of claims	Amount	contingent claims	rejected	under verification	Annexure
1	Unpaid insolvency resolution process costs#				16,13,666.67				NA
2	Liquidation costs incurred till date\$				27,96,597.33				NA
3	Secured financial creditors	11	53,45,17,85,336.47	11	51,55,65,28,529.47	-	1,89,52,56,807.00		1
4	Unsecured financial creditors	NA	-	-	-	-	-	-	2
5	Operational creditors (Workmen)	NA	-	-	-	-	-	-	3
6	Operational creditors (Employees)	1	6,63,617.00	1	4,45,435.00		2,18,182.00	-	4
7	Operational creditors (Government Dues)	2	11,94,489.00	1	1,84,286.00	-	10,10,203.00	-	5
8	Operational creditors (other than Workmen, Employees and Government Dues)	13	54,60,86,108.55	9	51,24,02,671.51	-	3,36,83,437.04	-	6
9	Other stakeholders, if any (other than financial creditors and operational creditors)	NA	-	-	-	-	-	-	7
Total		27	53,99,97,29,551.02	22	52,07,39,71,185.98	-	1,93,01,68,629.04		

^{*}The order for the commencement of liquidation proceeding against Lanco Kondapalli Power Limited was uploaded on the website of the NCLT and intimated to the liquidator on April 23, 2021

#This is an estimated unpaid CIRP cost pertaining to erstwhile RP and professionals appointed by erstwhile RP, Business cost is not included as it is paid out of Cash flows of the Corporate Debtor. The cost is exclusive of Taxes

\$ This is an estimated Liquidation cost till June 30, 2021, and business cost is not included as it is paid out of Cash flows of the Corporate Debtor. The cost is exclusive of Taxes

Annexure 1
Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021
List of Secured Financial Creditor

	Name of creditor	Identificatio n No.	Details of	of claim received	Amount of	Natur		Details of claim admitte	Details of	Amount	% share	Amount of continge nt claim	Amoun t of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verificatio n	Remarks , if any
			receipt	claimed	claim admitted	e of claim	covered by security Interest	security interest relinquished? (Yes/No)	Security Interest	covered by guarantee	in total amount of claims admitte d					
	Company Limited	H2007PLC1747 59			11,89,81,35,235.02		2			11,89,81,35,235.02						
	Limited	1993PLC02076 9						Yes (except corporate gurantee given by Lanco Infratech & lanco thermal power limited and personal gurantee given by promoters Madhusudhan rao &Ramalaksmamma)	o		100%	-	-			
	Union Bank of India				9,52,40,86,022.99	Secured	9,52,40,86,022.99				100%	-	-	2,73,907.58	-	
4							5,92,84,67,031.00				85.22%	<u> </u>		1,02,79,04,640	<u> </u>	
	Life Insurance Corporation of India						5,47,48,95,198.00				100%	- !	-	-	<u> </u>	-
		1911PTC00033 7					3,60,17,51,228.53				100%	-	-	-	<u> </u>	-
		1906PLC00024 3					3,03,15,03,025.15				85.84%	- !		50,00,61,908.3 4		-
8	Bank of Baroda	AACB1534F	18-05-2021 [*]	1,59,02,40,461.00	1,27,17,38,628.00	Secured	1,27,17,38,628.00	Yes	refer Annexure 1	1,27,17,38,628.00	79.97%	† '	-	31,85,01,833.0 0		
9		U40105TG200 2 7PTC058753	20-05-2021	60,72,62,994.17	56,96,00,276.91	Secured	56,96,00,276.91	Yes	refer Annexure 1	56,96,00,276.91	93.80%		-	3,76,62,717.26		
	Punjab & Sind Bank	AAACP1206G	21-05-2021	28,25,59,909.10	28,25,59,909.10	Secured	28,25,59,909.10	Yes	refer Annexure 1	28,25,59,909.10	100%	-	-	-	-	

SI. Name of creditor	Identificatio n No.	Details o	f claim received			С	Petails of claim admitt	ed			Amount of continge nt claim	Amoun t of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verificatio n	Remarks , if any
		Date of receipt	Amount claimed	Amount of claim admitted	e of	Amount covered by security Interest	Whether security interest relinquished? (Yes/No)	Details of Security Interest	Amount covered by guarantee	% share in total amount of claims admitte d	-				
11 IFCI Limited	L74899DL1 993GOI053677	23-05-2021	23,78,91,738.00	22,70,39,937.18	Secured	22,70,39,937.18	Yes	refer Annexure 1	22,70,39,937.18	95.44%	-	-	1,08,51,800.82	-	-

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

Annexure 2 Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of Unsecured Creditors

	Name of	Identificatio	Details o	f claim received		Details	of claim admitted		Amount of any	•		Amount of claim	•
No.	creditor	n No.	Date of receipt	Amount claimed	Amount of claim admitted		Amount covered by guarantee	% share in total amount of claims admitted	contingent claim	mutual dues, that may be set- off	rejected	under verification	if any
	NA							-		-	-	-	-

Annexure 3

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of Operational Creditors (Workmen)

SI. No.	Name of authorised	Name of	Identification	Details of c		De	tails of claim admi	tted		Amount of		Amount of	Amount of	Remarks, if any
140.	representative, if any	workmen	No.	Date of receipt	Amount claimed	Total Amount of claim admitted	Amount of claim for the period of twenty- four months preceding the liquidation commencement date	Nature of claim	% share in total amount of claims admitted	contingent claim	of any mutual dues, that may be set- off	claim rejected	claim under verification	
	NA	-	-	-	-	-	-	-	-	-	-	-	-	-

Annexure 4
Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of Operational Creditors (Employee)

Amount in INR

	SI. No.	Name of authorised representative, if any	Name of employee	Identification No.	Details of o		De	tails of claim admi	tted		Amount of contingent		Amount of claim rejected	Amount of claim	Remarks, if any
					Date of receipt	Amount claimed	Total Amount of claim admitted	Amount of claim for the period of twelve months preceding the liquidation commencement date		% share in total amount of claims admitted	claim	mutual dues, that may be set- off		under verification	
1	L	Not applicable	G. Rangaiah Gupta	ANAPG9399P	14-05-2021	6,63,617.00	4,45,435.00		Unsecured creditor	67%	-	-	2,18,182.00	_	-

Annexure 5

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of operational Creditors (Government Dues)

SI No	De	etails of Claim	ant	De	tails of claim			ails of claim dmitted								
	Department	Governme nt	Identification No.	Date of receipt	Amount claimed	Amount of claim admitted	Nature	Amount covered by lien or attachment pending disposal	hment	ala:	Amount of contingent claim	Amount of any mutual dues that may be set off	Amount of claim	Amount of claim under verification	Remarks, if any	
1.	GST Division	Central Government	Not available	23-05-2021	3,01,604.00		Unsecured creditor	-	-	61.10%	-	-	1,17,318.00	-	-	
2.	Employee Provident Fund Organization	Central Government	Not available	25-06-2021	8,92,885.00	-	Unsecured creditor	-	-	-	-	-	8,92,885.00	-	-	

Annexure 6
Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of operational Creditors (Other than workmen, employees and Government Dues)

										,				Amount in INR
			Details of cl	aim received			Details of clai		ed					
SI. No.	Name of creditor	Identificatio n No.	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending approval	Whethe r lien/atta chment remove d (yes/no)	of claim admitted	Amount of contingent claim	Amount of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verification	Remarks, if any
1.	General Electric International Inc.	997641472620	21-05-2021	26,43,91,269.09	24,51,77,042.27	Unsecured creditor	-		92.73%	-	-	1,92,14,226.82	-	
2.	Ge Energy Parts Inc	653117051767	22-05-2021	13,37,05,215.08	12,70,50,793.24	Unsecured creditor	-	-	95.02%	-	-	66,54,421.84	-	
3.	Genting Lanco Power (India) Private Limited	945902588454	13-05-2021	11,33,50,036.00	10,61,94,201.00		-	-	93.69%	-	-	71,55,835.00	-	
4.	Raghuram Hume Pipes Private Limited	AEHPV1189C	20-05-2021	2,85,45,873.00	2,85,45,873.00	Unsecured creditor	_	-	100%	-	-	-	-	
5.	Sri Sneha Associates	ACRPK5122C	18-05-2021	42,73,567.00	42,01,134.00	Unsecured creditor	-	-	98.31%	-	-	72,433.00	-	
6.	Hawk Security Service Pvt Limited	AGLPK9210H	24-05-2021	15,46,949.38	11,10,995.00	Unsecured creditor	-		71.82%	-	-	4,35,954.38	-	
7.	Manju Electrical Services	-	08-06-2021	62,096	-	Unsecured Creditor	-	-	-	-	-	62,096		
8.	D. Y. Narayan	AFPPD8749H	18-05-2021	54,680.00	54,217.00	Unsecured creditor	-		99.15%	-	-	463.00	-	
9.	Sri Vijayadurga Refrigeration	AFPPB2665E	21-05-2021	38,165.00	35,636.00	Unsecured creditor	-		93.37%	-	-	2,529.00	-	
10.	Wingro Engineering	758466441452	19-05-2021	34,030.00	-	Unsecured creditor	-		-	-	-	34,030.00	-	
11.	Zaco Computers Pvt Limited	AGTPK2992G	21-05-2021	33,984.00	-	Unsecured creditor	-		-	-	-	33,984.00	-	
12.	ION Exchange (India) Limited	AAACI1726L	24-05-2021	32,780.00	32,780.00	Unsecured creditor	-		100%	-	-	-	-	
13.	Chemicals (India) Company	751051207279	17-05-2021	17,464.00	-	Unsecured creditor	-		-	-	-	17,464.00	-	

Annexure 7

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: July 02,2021

List of other stakeholders (Other than financial creditor and operational creditor)

		Category of		Details of cla	aim received			Detai	ls of claim a	admitted						
SI.	Name of creditor	stakeholder s (preference shareholder s / equity shareholder s / partners / others)	Identificati on No.	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachm ent pending approva	Whether lien/atta chment removed (yes/no)	e	total	Amount of contingen t claim	Amount of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verificatio n	Remarks, if any
	NA															

Annexure 1

Security Interest (as per Form D, submitted by Financial Creditors)

1. Edelweiss Asset Reconstruction Company Limited

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

2. Axis Bank Limited

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

3. Union Bank of India

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

4. Canara Bank

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

5. Life Insurance Corporation

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;

- B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

6. Central Bank of India

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds:
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
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- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
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- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

7. Bank of India

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

8. Bank of Baroda

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds:
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

9. Indian Bank

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds:
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

10. Punjab & Sind Bank

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds;

- B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.

11. IFCI Limited

- 1. a first ranking mortgage and charge on all the Borrower's immovable properties, both present and future;
- 2. a first ranking charge on all the Borrower's tangible moveable properties including moveable plant and machinery, machinery spares, equipment tools, and accessories both present and future;
- 3. a first ranking charge on Receivables, operating cash flows, commissions, revenues of whatsoever nature and wherever arising, intangibles, goodwill, uncalled capital, the accounts and book debts, both present and future;
- 4. a first ranking charge by way of assignment/hypothecation on:
 - A. (i) the rights, title and interest of the Borrower in, to and under the Project Documents duly acknowledged and consented to by the relevant counter parties to such Project Documents all as amended, varied supplemented from time to time, (ii) all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Government Approvals (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 the favour of the Borrower by various counter-parties under such Project Documents and (iv) all insurance contracts and Insurance Proceeds:
 - B. the rights, titles and interest of the Borrower in/ to the letter of credit (if any)/ escrow account, Trust and Retention Accounts, Retention Accounts including Debt Service Reserve Accounts, other reserves and any other bank accounts or investments of the Borrower wherever maintained or held.
- 5. A floating charge on all other assets, present future of the Borrower including but not limited to goodwill and general undertaking of the Borrower in favour of the ,Lenders;
- 6. Pledge of the shares held by Sponsors and Shareholders representing 51% of the issued and paid up share capital of the Borrower subject to compliance with the Banking Regulation Act. 1949;
- 7. an unconditional and irrevocable corporate guarantee of LITL subject approval from CDR Lenders of LITL;
- 8. a non-disposal undertaking from LTPL with respect to the shares (Including issuance of Fresh Equity or similar instruments carrying voting rights) held by LTPL In the Borrower in accordance with the Banking Regulation ACT, 1949;
- 9. an unconditional and irrevocable corporate guarantee of LTPL; and
- 10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.
- 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshmamma.