

**List of Creditors as on 3December, 2019 (Ver.3)**

**(Pursuant to Regulation 13of 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)	111,11,13,324	Under Process	Note 3
		<b>798,92,96,290</b>	<b>648,28,09,271</b>	

\*Claim received vide Form C on 27 Nov 2019. Corporate Debtor has created Subservient Charge on the Assets as security for the Debt of its parent company, Lanco Infratech Limited (LIL). KMBL has sanctioned working capital limits to LIL. LIL faced severe liquidity constraints from 2012 onwards. The Debt Restructuring under CDR was permitted by the Lenders of LIL during 2013 and as part of security structure, the CD has created Subservient charge on its assets. Also the CD is one of the signatories for the Pledge Agreement executed in respect of the shares in the CD company by Lanco Infratech Ltd( 9,30,51,400 nos equity shares) and Avior Power Pvt Ltd (100 nos equity shares) as security for the debt of the LIL. We are examining the allowability of claim.

**(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	37,27,66,046	Under Process	Nil
		<b>37,76,11,588</b>	<b>46,24,292</b>	

**(3) Operational Creditors (Workmen/Employees): Nil**

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

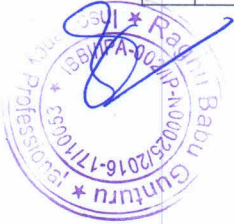
**Note. 2 - Security held by State Bank of India :**


SI	Particulars
1	A First Mortgage on Company's all immovable assets and first charge by way of hypothecation on all moveble assets (Including but not limited to all current / non-current assets) both present and future, ranking paripassu with other lenders.
2	Pledge of equity shares held by the Promoters (LancoInfraTech 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.
	<b>Guarantees</b>
1	Corporate guarantee of LancoInfraTech 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 LancoInfraTech 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 LancoInfraTech 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 paripassu basis ( 1.12.2014)
2	Charge on 9,30,51,500 nos equity shares in the corporate debtor entity on paripassu basis ( 24.11.2014)



  
3rd Dec 2019