

List of Creditors
Of
Lanco Kondapalli Power Limited
As on January 19, 2022

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: January 19,2022

Sl. No.	Category of stakeholders	Summary of claims received		Summary of claims admitted		Amount of contingent claims	Amount of claims rejected	Amount of claims under verification	Details in Annexure	Remark, if any
		No. of claims	Amount	No. of claims	Amount					
1	Unpaid insolvency resolution process costs#				1,26,86,905.63				NA	
2	Liquidation costs incurred till date\$				102,04,85,725.73				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	-	-	-	-	-	-	-	
5	Operational creditors (Workmen)	NA	-	-	-	-	-	-	-	
6	Operational creditors (Employees)	1	6,63,617.00	1	4,45,435.00		2,18,182.00	-	4	
7	Operational creditors (Government Dues)	1	3,01,604.00	1	1,84,286.00	-	1,17,318	-	5	
8	Operational creditors (other than Workmen, Employees and Government Dues)	12	54,60,24,012.55	9	51,24,02,671.51	-	3,36,21,341.04	-	6	
9	Other stakeholders, if any (other than financial creditors and operational creditors)	NA	-	-	-	-	-	-	-	
Total		25	53,99,87,74,570.02	22	53,10,27,33,553.34	-	1,92,92,13,648			

*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, professionals appointed by erstwhile RP and Business cost of the Corporate Debtor.

\$ This is an estimated Liquidation cost till December 31, 2021.

Annexure 1

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: January 19, 2022

List of Secured Financial Creditor

Amount in INR

Sl. No.	Name of creditor	Details of claim received		Details 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
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	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 admitted					
1	Edelweiss Asset Reconstruction Company Limited	21-05-2021	11,89,81,35,235.02	11,89,81,35,235.02	Secured	11,89,81,35,235.02	Yes	refer Annexure 8	11,89,81,35,235.02	100%	-	-	-	-	-
2	Axis Bank Limited	21-05-2021	9,74,67,52,037.59	9,74,67,52,037.59	Secured	9,74,67,52,037.59	Yes (except corporate guarantee given by Lanco Infratech & lanco thermal power limited and personal guarantee given by promoters Madhusudhan rao & Ramalaksmamma)	refer Annexure 8	9,74,67,52,037.59	100%	-	-	-	-	-
3	Union Bank of India	20-05-2021	9,52,43,59,930.57	9,52,40,86,022.99	Secured	9,52,40,86,022.99	Yes	refer Annexure 8	9,52,40,86,022.99	100%	-	-	2,73,907.58	-	-
4	Canara Bank	21-05-2021	6,95,63,71,671.00	5,92,84,67,031.00	Secured	5,92,84,67,031.00	Yes	refer Annexure 8	5,92,84,67,031.00	85.15%	-	-	1,02,79,04,640.00	-	-
5	Life Insurance Corporation of India	19-05-2021	5,47,48,95,198.00	5,47,48,95,198.00	Secured	5,47,48,95,198.00	Yes	refer Annexure 8	5,47,48,95,198.00	100%	-	-	-	-	-
6	Central Bank of India	21-05-2021	3,60,17,51,228.53	3,60,17,51,228.53	Secured	3,60,17,51,228.53	Yes	refer Annexure 8	3,60,17,51,228.53	100%	-	-	-	-	-
7	Bank of India	11-05-2021	3,53,15,64,933.49	3,03,15,03,025.15	Secured	3,03,15,03,025.15	Yes	refer Annexure 8	3,03,15,03,025.15	85.84%	-	-	50,00,61,908.34	-	-
8	Bank of Baroda	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 8	1,27,17,38,628.00	79.97%	-	-	31,85,01,833.00	-	-
9	Indian Bank	20-05-2021	60,72,62,994.17	56,96,00,276.91	Secured	56,96,00,276.91	Yes	refer Annexure 8	56,96,00,276.91	93.80%	-	-	3,76,62,717.26	-	-

Annexure 3

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: January 19,2022

List of Operational Creditors (Workmen)

Amount in INR

Sl. No.	Name of authorised representative, if any	Name of Workmen	Details of claim received		Details 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
			Date of receipt	Amount claimed	Total amount of claim admitted	Amount of claim for the period of twelve months preceding the liquidation commencement date	Nature of claim	% share in total amount of claims admitted					
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2													
3													
4													

Annexure 4

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: January 19,2022

List of Operational Creditors (Employee)

Amount in INR

Sl. No.	Name of authorised representative, if any	Name of employee	Details of claim received		Details 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
			Date of receipt	Amount claimed	Total amount of claim admitted	Amount of claim for the period of twelve months preceding the liquidation commencement date	Nature of claim	% share in total amount of claims admitted					
1	Not applicable	G. Rangaiah Gupta	14-05-2021	6,63,617.00	4,45,435.00	-	Unsecured creditor	67.12%	-	-	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: January 19,2022

List of operational Creditors (Government Dues)

Sl No..	Details of Claimant		Details of claim		Details 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
	Department	Government	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attachment removed? (Yes/No)	% share in total amount of claims admitted					
1	GST Division	Central Government	23-05-2021	3,01,604.00	1,84,286.00	Unsecured creditor	-	-	61.10%	-	-	1,17,318.00	-	-

Amount in INR

Annexure 6

Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: January 19,2022

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

Sl. No.	Name of creditor	Details of claim received		Details 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
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attachment removed? (Yes/No)	Amount covered by guarantee	% of share in total amount of claims admitted					
1	General Electric International Inc.	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	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	13-05-2021	11,33,50,036.00	10,61,94,201.00	Unsecured creditor	-	-	-	93.69%	-	-	71,55,835.00	-	-
4	Raghuram Hume Pipes Private Limited	20-05-2021	2,85,45,873.00	2,85,45,873.00	Unsecured creditor	-	-	-	100%	-	-	-	-	-
5	Sri Sneha Associates	18-05-2021	42,73,567.00	42,01,134.00	Unsecured creditor	-	-	-	98.31%	-	-	72,433.00	-	-
6	Hawk Security Service Pvt Limited	24-05-2021	15,46,949.38	11,10,995.00	Unsecured creditor	-	-	-	71.82%	-	-	4,35,954.38	-	-
7	D. Y. Narayan	18-05-2021	54,680.00	54,217.00	Unsecured creditor	-	-	-	99.15%	-	-	463.00	-	-
8	Sri Vijayadurga Refrigeration	21-05-2021	38,165.00	35,636.00	Unsecured creditor	-	-	-	93.37%	-	-	2,529.00	-	-

Amount in INR

Sl. No.	Name of creditor	Details of claim received		Details 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
		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attachment removed? (Yes/No)	Amount covered by guarantee	% of share in total amount of claims admitted					
9	Wingro Engineering	19-05-2021	34,030.00	-	Unsecured creditor	-	-	-	-	-	-	34,030.00	-	-
10	Zaco Computers Pvt Limited	21-05-2021	33,984.00	-	Unsecured creditor	-	-	-	-	-	-	33,984.00	-	-
11	ION Exchange (India) Limited	24-05-2021	32,780.00	32,780.00	Unsecured creditor	-	-	-	100%	-	-	-	-	-
12	Chemicals (India) Company	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: January 19,2022

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

Sl. No.	Name of creditor	Category of stakeholders (preference shareholders / equity shareholders / partners / others)	Details of claim received		Details 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	
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending approval	Whether lien/attachment removed (yes/no)	Amount covered by guarantee	% of total amount of claim admitted						
NA																

Amount in INR

Annexure 8

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. Ramalakshamma.

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;
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 - 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.
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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. Ramalakshamma.

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;
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 - 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.
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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. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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:
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 - 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. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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;
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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.
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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. Ramalakshamma.

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;
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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;
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9. an unconditional and irrevocable corporate guarantee of LTPL; and
10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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;
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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;
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9. an unconditional and irrevocable corporate guarantee of LTPL; and
10. unconditional and irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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. Ramalakshamma.
 11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.

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. Ramalakshamma.
11. And irrevocable personal guarantees of Mr. L. Madhusudan Rao and Smt L. Ramalakshamma.