List of Stakeholders

Of

Lanco Kondapalli Power Limited

As on December 25, 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: December 25,2022

SI.	Category	Su	mmary of claims received	Su	mmary of claims admitted	Amount of contingent	Amount of claims rejected	Amount of	Details in	Remar
No.	of stakeholde rs	No. of claims	Amount	No. of claims	Amount	claims		claims under verification	Annexure	k, if any
1	Unpaid insolvency resolution process costs				-				NA	
2	Liquidation costs incurred till date\$				139,64,85,224.91				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	Operationa I creditors (Workmen)	NA	-	-	-	-	-	-	-	
6	Operationa I creditors (Employee s)	1	6,63,617.00	1	4,45,435.00	-	2,18,182.00	-	4	
7	Operationa I creditors (Governme nt Dues)	2	52,72,40,684.51	1	1,84,286.00	52,69,39,080.51	1,17,318	-	5	
8	Operationa I creditors (other than Workmen, Employees and Governme nt Dues)	21	55,95,61,423	17	51,41,87,545	-	4,53,73,877	-	6	
9	Other stakeholde rs, if any (other than financial	NA	-	-	-	-	-	-	-	

creditors and operationa I creditors)								
Total	35	54,53,92,51,060.98	30	53,46,78,31,020.38	52,69,39,080.51	1,94,09,66,184		

^{*}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 Liquidation cost till November 30, 2022.

Annexure 1 Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: December 25,2022

List of Secured Financial Creditor

Amount in INR

	Name of creditor	Det	rails of claim received			Details	s of claim admitted	d			Amount of contingent claim	Amount of any mutual dues, that may be set-	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	covered by guarantee	% share in total amount of claims admitted					
1	Edelweiss Asset Reconstruction Company Limited	2021	11,89,81,35,235.02					Annexure 8			-		-	-	
2	Axis Bank Limited	21-05- 2021	9,74,67,52,037.59	9,74,67,52,037.59	Secured		Yes (except corporate guarantee given by Lanco Infratech & lanco thermal power limited and personal guarantee given by promoters Madhusudhan rao &Ramalaksmamma)	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	-	

	Name of creditor	Det	tails of claim received			Details	of claim admitte	d			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					
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	-	
10	Punjab & Sind Bank	21-05- 2021	28,25,59,909.10	28,25,59,909.10	Secured	28,25,59,909.10	Yes	refer Annexure 8	28,25,59,909.10	100%	-	-	-	-	
11	IFCI Limited	23-05- 2021	23,78,91,738.00	22,70,39,937.18	Secured	22,70,39,937.18	Yes	refer Annexure 8	22,70,39,937.18	95.44%	-	-	1,08,51,800.82	-	

Note: - Distribution of surplus funds amounting to INR 10 crore has been made to the financial creditors in proportion of their voting share on April 06, 2022 which was discussed in the 8th SCC meeting held on March 28,2022.

Annexure 2 Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: December 25,2022

List of Unsecured Financial Creditors

SI. No.	Name of creditor		ils of claim received		De	tails of claim admitt	ed	Amount of any contingent	Amount of any mutual dues, that	Amount of claim rejected	Amount of claim under verification	Remarks, if any
1.60	creditor	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by guarantee	% share in total amount of claims admitted	claim	may be set- off	rejecteu	under vermication	ii aliy
	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: December 25,2022

List of Operational Creditors (Workmen)

Amount in INR

	Sl. Name of	Name of	Details of cla	im received	Deta	ails of claim admitte	:d		Amount of	Amount of		Amount of	Remarks,
1	lo. authorised representative, if any	Workmen	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	contingent claim	any mutual dues, that may be set- off	Amount of claim rejected	claim under verification	if any
1	NA	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: December 25,2022

List of Operational Creditors (Employee)

Amount in INR

SI. Name of No. authorised	Name of employee	Details of cla	nim received	Detai	ls of claim admitte	d		Amount of contingent	Amount of any	Amount of claim rejected	Amount of claim under	Remarks, if any
representative, 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	claim	mutual dues, that may be set- off		verification	
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: <u>December 25,2022</u>

List of operational Creditors (Government Dues)

Details of Claimant Details of claim Details of claim admitted No. Amount % share in Whether Amount of covered by lien/attac total Amount of any mutual Amount of Amount of **Amount of claim** Remarks, if **Amount** Nature of lien or Date of contingent claim under hment dues that Department Government amount of claim admitted claimed attachment receipt claim any may be set verification removed? claims claim rejected pending (Yes/No) admitted off disposal **GST** Division Central Government 23-05-2021 3,01,604.00 1,84,286.00 61.10% 1,17,318.00 Unsecured creditor

52,69,39,080.51

Annexure 6 Name of the Corporate Debtor: <u>Lanco Kondapalli Power Limited</u>; Date of Commencement of Liquidation: <u>April 16, 2021</u>; List of Stakeholders as on: <u>December 25,2022</u>

Unsecured

creditor

Central Government 22-07-2021 52,69,39,080.51

The Customs

Department

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

Amount in INR

Amount in INR

		Details of c	laim received		Details of cla	im admitted					Amount			
SI. No.	Name of creditor	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attach ment removed? (Yes/No)	Amount covered by guarante e	% of share in total amount of claims admitted	Amount of contingen t claim	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.	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	-	-
	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	-	-
	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	-	-
	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	-	-

		Details of cl	aim received		Details of cla	aim admitted					Amount			
SI. No		Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attach ment removed? (Yes/No)	Amount covered by guarante e	% of share in total amount of claims admitted	Amount of contingen t claim	of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verification	Remarks, if any
8	Sri Vijayadurga	21-05-2021	38,165.00	35,636.00	Unsecured	-	-	-	93.37%	-	-	2,529.00	-	-
9	Refrigeration Wingro Engineering	19-05-2021	34,030.00	-	creditor 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	-	-
13	MMB Corporation	09-05-2019	35,467	19,041	Unsecured creditor	-	-	-	54%	-	-	16,426		The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations
14	Harsha Enterprises	09-05-2019	27,518	27,518	Unsecured creditor	-	-	-	100%	-	-	-		The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations
15	Axis Bank Limited	10-05-2019	18,06,018	14,16,000	Unsecured creditor	-	-	-	78%	-	-	3,90,018	-	The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation

	Details of cl	laim received		Details of cla	aim admitted					Amount			
SI. No. Name of creditor	Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attach ment removed? (Yes/No)	Amount covered by guarante e	% of share in total amount of claims admitted	Amount of contingen t claim	of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verification	Remarks, if any
													Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations
16 M/S New Fire Engineers Pvt Ltd	06-07-2019	1,13,44,233	-	Unsecured creditor	-	-	-	-	-	-	1,13,44,233	-	The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations
17 Integrated Pest Management Solutions	18-10-2019	18,842	18,842	Unsecured creditor	-	-	-	100%	-	-	-		The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations
18 Voltech Engineers Private Limited	18-10-2019	84,960	83,520	Unsecured creditor	-	-	-	98%	-	-	1,440		The claim has been submitted during the CIRP period and not submitted during the liquidation period. In terms of Regulation 30 of the Liquidation Regulations, the claim as submitted during the CIRP period has been verified as per the

	Details of o	laim received		Details of cla	aim admitted					Amount			
SI. No.	or Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by lien or attachment pending disposal	Whether lien/attach ment removed? (Yes/No)	Amount covered by guarante e	% of share in total amount of claims admitted	Amount of contingen t claim	of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verification	
													Code and Liquidation
10 0 5 5 5 5 5 5 5 5 1 1 1	10 10 2010	1.61.506	1 (1 50)	Lineseumed				1000/					Regulations
19 Om Sai P.D.S.S Pvt Ltd	18-10-2019	1,61,586	1,61,586	Unsecured	-	-	-	100%	-	-	-	-	The claim has been
				creditor									submitted during the CIRP period and not
													submitted during the
													liquidation period. In
													terms of Regulation
													30 of the Liquidation
													Regulations, the
													claim as submitted
													during the CIRP
													period has been
													verified as per the
													Code and Liquidation
													Regulations
20 M/S Parvathi Enginee	ring 20-10-2019	24,780	24,360	Unsecured	-	-	-	98%	-	-	420	-	The claim has been
Works				creditor									submitted during the
													CIRP period and not
													submitted during the
													liquidation period. In
													terms of Regulation
													30 of the Liquidation
													Regulations, the
													claim as submitted
													during the CIRP period has been
													verified as per the
													Code and Liquidation
													Regulations
21 Lanco Amarkantak Po	wer 17-05-2019	34,007	34,007	Unsecured	_	_	_	100%	_	_	_	_	The claim has been
Ltd	WCI 17 03 2013	34,007	34,007	creditor				100%					submitted during the
				Creditor									CIRP period and not
													submitted during the
													liquidation period. In
													terms of Regulation
													30 of the Liquidation
													Regulations, the
													claim as submitted
													during the CIRP
													period has been
													verified as per the
													Code and Liquidation
													Regulations

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

Amount in INR

		Category of	Details of cla	aim received			Detail	s of claim a	admitted						
SI. No	Name of creditor	stakeholder s (preference shareholder s / equity shareholder s / partners / others)	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	Amount covered by guarante e	% of total amoun	Amount of contingen t claim	Amount of any mutual dues, that may be set- off	Amount of claim rejected	Amount of claim under verification	Remarks, if any
	NA														

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. 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 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.

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.