

**List of Stakeholders**  
**Of**  
**Lanco Kondapalli Power Limited**  
**As on August 17, 2023**

**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: August 17,2023**

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				9,68,044				NA	
2	Liquidation costs incurred till date\$				1,52,49,55,767.74				NA	
3	Secured financial creditors	11	53,45,17,85,336.47	11	51,12,54,28,529.47	-	2,32,63,56,807.00		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)	6	220,88,78,681.89	3	1,62,78,164.88	52,69,39,080.51	166,56,61,436.5	-	5	
8	Operational creditors (other than Workmen, Employees and Government Dues)	20	55,95,27,417.55	16	51,41,53,539.51	-	4,53,73,878.04	-	6	
9	Other stakeholders, if any (other than financial creditors and	1	34,007	1	34,007	-	-	-	7	

	operational creditors)									
<b>Total</b>		<b>39</b>	<b>56,22,08,89,059.44</b>	<b>32</b>	<b>53,18,22,63,487.86</b>	<b>52,69,39,080.51</b>	<b>4,03,76,10,303.54</b>	<b>-</b>	<b>-</b>	

\*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 June 30, 2023.

**Annexure 1**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17,2023**

**List of Secured Financial Creditor**

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	85.22%	-	-	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	84,06,38,628.00	Secured	84,06,38,628.00	Yes	refer Annexure 8	84,06,38,628.00	52.86%	-	-	74,96,01,833.00	-	
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	-	

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					
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 8<sup>th</sup> SCC meeting held on March 28, 2022.
- Distribution of fund received from Reliance Syngas Limited amounting to INR 65.03 crore has been made to the financial creditors in proportion of their voting share on September 22, 2022 which was discussed in the 13<sup>th</sup> SCC meeting held on September 08, 2022.
- Distribution of fund received from MCM Pacific Pte Ltd amounting to INR 15.94 Crores (including both Performance Security and EMD) and National Energy Trading and Services Limited amounting to INR 5.89 crores has been made to the financial creditors in proportion of their voting share on December 30, 2022 which was discussed in the 16<sup>th</sup> SCC meeting held on December 27, 2022.
- Distribution of fund received from M/s Indira Ispat Udyog amounting to INR 45.45 Crores along with interest amount of INR 0.35 Crores and sale proceeds of Nainavaram Land to National Energy Trading and Services Limited amounting to INR 1.19 Crores has been made to the financial creditors in proportion of their voting share on March 13, 2023 after retaining the proportionate amount of BoB amounting to INR 0.77 Crores which was discussed in the 18<sup>th</sup> SCC meeting held on February 21, 2023.
- Distribution of fund received from M/s Radha Vasavi Assets Limited for going concern sales amounting to INR 106.91 Cr along with interest amount and sale proceeds from Anton Engineering for Water reservoir Land and Tamil Nadu Land amounting to INR 3.89 Cr after deducting INR 1.00 Cr as legal corpus and adjustment of surplus fund distributed to BoB of INR 0.02 Cr has been made to the financial creditors in proportion of their voting share on 21, 2023 after deducting INR 1 Cr as legal corpus which was discussed in the 19<sup>th</sup> SCC meeting held on May 23, 2023.

**Annexure 2**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17, 2023**

**List of Unsecured Financial Creditors**

Sl. No.	Name of creditor	Details of claim received		Details of claim admitted				Amount of any 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 guarantee	% share in total amount of claims admitted					
	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: August 17, 2023**

**List of Operational Creditors (Workmen)**

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	NA	NA	-										

Amount in INR

**Annexure 4**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17, 2023**

**List of Operational Creditors (Employee)**

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	-	-

Amount in INR

**Annexure 5**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17, 2023**

**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	-	-
2	The Customs Department	Central Government	22-07-2021	52,69,39,080.51	-	Unsecured creditor	-	-	-	52,69,39,080.51	-	-	-	-
3	Central Transmission Utility of India Limited	Central Government	19-04-2022	1,31,13,214	1,07,11,506.88	Unsecured creditor	-	-	81.68%	-	-	24,01,707.12	-	-
4	Grid Controller of India Limited	Central Government	14-12-2022	71,70,583	53,82,372	Unsecured Creditor	-	-	-	-	-	17,88,211	-	-
5	Southern Power Distribution Company of Andhra Pradesh Limited	State Government	15-03-2023	166,03,25,225.38	-	Unsecured Creditor	-	-	-	-	-	166,03,25,225.38	-	-
6	Southern Regional Power Committee, CEA	Central Government	14-06-2023	10,28,975	-	Unsecured Creditor	-	-	-	-	-	10,28,975	-	-

Amount in INR

Note:

- Claim received from Southern Power Distribution Company of Andhra Pradesh Limited on 15-03-2023. As the claim was received after notified date, the same was rejected. However, Southern Power Distribution Company of Andhra Pradesh Limited reached NCLT for condonation of Delay and the application was allowed on 22 May 23.
- Claim received from Southern Regional Power Committee, CEA has filed a claim on 14-06-23, as Per Section 38(1) of the Code read with the Liquidation Regulations, all the claims are required to be submitted within the period of 30 days from the receipt of the liquidation order, which for LKPL, as per the aforesaid Public Announcement was May 23, 2021. Claim was rejected as claim was filed after the expiry of last date for submission of claim in the present case and consequently, the Liquidator is legally constrained by virtue of the above-mentioned provisions of the Code read with the Liquidation Regulations in verifying their belated claim.

**Annexure 6**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17, 2023**

**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	-	-
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	-	-

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					
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	-	-	-	53.69%	-	-	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	-	-	-	78.40%	-	-	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 Regulations, the claim as submitted during the CIRP period has been verified as per the Code and Liquidation Regulations.

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					
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	-	-	-	98.31%	-	-	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 Code and Liquidation Regulations.
19	Om Sai P.D.S.S Pvt Ltd	18-10-2019	1,61,586	1,61,586	Unsecured creditor	-	-	-	100%	-	-	-	-	The claim has been submitted during the CIRP period and not submitted during the liquidation period. In

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						
															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 Engineering Works	20-10-2019	24,780	24,360	Unsecured creditor	-	-	-	98.31%	-	-	420	-	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.	

**Annexure 7**

**Name of the Corporate Debtor: Lanco Kondapalli Power Limited; Date of Commencement of Liquidation: April 16, 2021; List of Stakeholders as on: August 17, 2023**

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

Amount in INR

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
1	Lanco Amarkantak Power Ltd	Others	17-05-2019	34,007	34,007	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.

## 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;
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.

### **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. 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:
  - 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.

### **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. Ramalakshamma.
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;
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.

#### **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. 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. Ramalakshamm

## **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.