

January 29, 2018

CPL/2017-18/NCLT/02

To
The National Company Law Tribunal
Kolkata Bench
5 Esplanade Row (West)
Kolkata – 700001
Ph - (033) 2248 6330

<u>Subject:</u> List of creditors for Coastal Projects Limited as required under Regulation 13(2) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulation, 2016

In accordance with the Regulation 13(2)(d) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Person) Regulations 2016, we have enclosed as Annexure A (claims submitted by financial creditors) and Annexure B (claims submitted by operational creditors), amount of claims admitted as per available information for financial creditors and security interest in respect of such claims.

The amount admitted is subject to change subsequently as we receive further claims based on additional information made available to us in respect of existing claims or additional information from books of accounts maintained by the company.

For any queries you may reach out to me at ravicacscma@icai.org or ip.coastal@in.ey.com.

Thanking You, Yours truly,

For Coastal Projects Limited

Ravi Sankar Devarakonda Interim Resolution Professional for Coastal Projects Limited

Communication Address:

Plot No. 304-0, Road No. 78, Film Nagar, Jubilee Hills Hyderabad 500033. Email Id: ip.coastal@in.ey.com Registered with IBBI:

IP Registration No. IBBI/IPA-001/IP-P00095/2017-2018/10195

Address: D 602, Prestige St. Johnswood Apartments, No. 80, Tavarakere Main Road, Bangalore - 560029

Email Id: ravicacsema@icai.org

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Corp. Office: Plot No. 304 - 0, Road No. 78, Film Nagar, Jubilee Hills, Hyderabad - 500 033 T.S. INDIA

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Annexure A- List of Financial Creditors

Name of the Creditor	Claims Submitted (INR)	Claims Admitted	
Aditya Birla Finance Limited	1,16,60,30,970	(INR)	
Andhra Bank	1,03,89,99,748	1,16,60,30,970	
Axis Bank Limited	5,95,14,09,404	1,03,89,99,748	
Bajaj Finance Limited*	9,34,75,988	5,95,14,09,404	
Bank of Baroda	77,01,11,391	<u> </u>	
The Bank of Maharashtra Limited		74,95,11,391	
Canara Bank	2,24,28,35,922	2,18,35,35,922	
Corporation Bank	1,58,42,75,568	1,53,35,15,048	
Edelweiss Asset Reconstruction Company Limited	94,27,23,242	94,27,23,242	
Export/Import Bank of India	1,05,87,79,863	1,05,87,79,863	
ICICI Bank Limited	1,96,91,16,032	1,96,91,16,032	
IDBI Bank Limited	7,82,65,35,491	7,82,65,35,491	
IDFC Bank Limited	3,13,02,51,809	3,02,90,51,809	
IFCI Limited	91,44,81,257	91,44,81,257	
M/s. Indiabulls Housing Finance Limited	1,65,77,98,975	1,65,77,98,975	
IndusInd Bank Limited	45,87,863	45,87,863	
Karur Vysya Bank Limited	79,61,61,236	79,61,61,236	
Kotak Mahindra Bank Limited	39,41,43,470	39,41,43,470	
L&T Infrastructure Finance Company Limited	1,19,98,52,661	1,19,98,52,661	
Mantena Constructions Private Limited*	3,11,89,64,714	3,05,05,73,584	
Mantena Srinivas Raju*	96,74,33,044		
Oriental Bank of Commerce	84,84,60,000	•	
Phoenix ARC Private Limited	2,31,01,17,747	2,31,01,17,747	
Punjab National Bank	67,77,33,844	67,77,33,844	
SBM Bank Mauritius Limited	7,90,71,43,618	7,90,71,43,618	
Shriram Transport Finance Company Limited*	23,33,36,390	23,33,36,390	
Siemens Financial Services Private Limited	25,39,04,998		
The South Indian Bank Limited	23,50,79,703	23,50,79,703	
Standard Chartered Bank	2,69,08,66,560	2,59,73,46,609	
State Bank of India	99,52,29,075	99,52,29,075	
Tata Capital Financial Services Limited	16,72,48,01,275	16,19,85,44,856	
Yes Bank Limited	1,33,13,65,677	1,33,13,65,677	
Total Total	12,96,33,180	12,96,33,180	
A VINA	71,16,56,40,715	68,08,23,38,665	

^{*}These Financial Creditors have submitted Form C, but have not submitted any documents by reference to which the debt can be substantiated.

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Annexure B-List of Operational Creditors*

S No	Name of the Creditor	Claim Submitted (INR)		
1	Ado Additives Mfg Private Limited	29,99,583		
2	Advantech Data Link Solutions	1,21,669		
3	AF Consult India Pvt Ltd	70,49,463		
4	Agarwal Automobiles	48,80,465		
5	Agarwal Supply Company	9,45,303		
6	Aimil Limited	33,179		
7	Albarin Explotech Private Limited	40,84,532		
8	Amar Crank Shaft Grinders	27,494		
9	Amerikan Steels Pvt Ltd	48,23,933		
10	Amrit Cement	5,42,83,283		
11	Arihant Dewatering Systems	21,65,958		
12	Arjun Enterprise	27,57,729		
13	Arrkay Diesel	3,36,889		
14	Ashok Upadhay	10,43,173		
15	Ashoka Chemicals	30,55,389		
16	Assam Electric Equipment	21,55,494		
17	Ats Filling Station	38,50,000		
18	Azad Rolling Shutter And Construction	2,25,053		
19	Baghubhai Tadvi	42,147		
20	Baid Distributors P Ltd	78,61,627		
21	Balaji Enterprises	3,03,189		
22	Bandookwala Ispat Pvt Ltd	7,14,479		
23	Bandookwala Trade Vision	3,88,669		
24	Basant Electric Enterprises	1,51,077		
25	Bharat Motors	25,12,337		
26	Bhura Trye & Tread	6,70,200		
27	Bhutnath Singh	2,95,612		
28	Blue Tech Services Ltd	15,418		
29	Chappra Fuels	3,58,05,175		
30	Chitralekha Jayati	6,47,379		
31	Chryso India Pvt Ltd	2,05,35,711		
32	City Hood Works	6,240		
33	Colliery Equipment & Spares	69,525		
34	Complete Dewatering Systems Pvt Ltd	2,91,73,170		
35	Dayma Imran Khan	1,14,776		
36	Deepak General Store	3,40,000		
37	Deepak Kumar			
38	Deepen Chettri			
39	Delite Enterprises			
40	Dhar Filling Station			
41				
42	East Coast Fuels	3,43,062 48,59,947		
43	Eastern Concrete Industries			

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S No	Name of the Creditor	Claim Submitted (INR)	
44	Elite Detectives Pvt Ltd		
45	Elite Techno Fabs	3,46,76 96,82	
46	Encardio Rite Electronics Pvt Ltd	23,43,58	
47	ES Enterprises	30,52,12	
48	Excel Enterprises	1,65,69	
49	Excellent Engineering Enterprises	3,07,12	
50	Falcon Security & Placement Service	3,54,88	
51	Fameline Architectural Products P Ltd	8,45,06	
52	Ferrotech	26,39,95	
53	Flame Paints	30,500	
54	Fosroc Chemicals (India) Pvt. Limited	21,46,27	
55	G K Ispat Pvt Ltd	19,52,39,993	
56	Gagandeep Shuttering Private Limited		
57	Gangadhar H. S	18,22,749	
58	Gaurav Enterprises	2,34,196 16,91,136	
59	Gayatri Enterprises		
60	Geodata India Private Limtied	1,00,000	
61	Ghosh Enterprise	1,70,47,752	
62	Girdari Lal	4,60,552	
63	Gurman Enterprises	4,95,683	
64	Hanuman Automobiles Engineering Works	40,77,880	
65	Hari Om Constructions	6,56,908	
66	Hari Om Traders	75,00,64	
67	Hari Om Weigh Bridge	1,08,09,13	
68	Hariyana Tractors	36,950	
69	Haryana Machinery & Weding Store	7,42,64	
70	Hillship Fuel	19,65,261	
71	Hindustan Trade Development Corporation	1,22,42,915	
72	Hotel Ram Krishna	5,21,402	
73	Hydrau - Men Sales & Services	1,92,340	
74	Indian Security Force	75,337	
75	Indigo Infraprojects Pvt Ltd	16,98,760	
76	Industrial Handling	22,86,220	
77	Industrial Sales Corporation	65,97,079	
78	J C Trailer	6,06,874	
79	Jaiswal Enterprises	81,66,746	
30	Jal Power Corporation Ltd	4,09,566	
31	Jasper Industries Pvt Ltd	72,35,56,247	
32	Jaya Prakash Transport	6,52,083	
3	Jc Trailer Service Pvt Ltd	83,712 81,66,746	
	Jef Techno Solutions Pvt Ltd		
	Joy Durga Stores	2,40,634	
	K Sons Projects Pvt Ltd	2,43,620	
	Kamal Store	4,67,086	
	Kamar Infrastructure Private Limited	33,18,407	
	Kanta Carriers	, 32,23,321	
	Karan Trading Company	43,37,700	

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S No	Name of the Creditor	Claim Submitted (INR)	
91	Keltech Energies Ltd	27,12,76	
92	Kiran Industries	2,63,452	
93	Kirthu Granite	26,77,020	
94	Kuber Enterprises	23,03,596	
95	Kulwant Singh	1,27,74	
96	Ladi Steel Industries	8,50,004	
97	Lal Ruatfella	55,603	
98	Lavanya Enterprises	16,20,258	
99	Laxmi Enterprises	5,66,789	
100	Laxyo Energy Limited	34,11,310	
101	Link Fasteners & Fabricators	3,67,198	
102	Logic Transport Of India Pvt. Ltd	28,42,222	
103	Lokenath Engineering	3,06,500	
104	M/S Sushila Industries	18,80,471	
105	M/S Tara Enterprises	5,04,319	
106	Maa Electrical Works	16,99,033	
107	Machinery Sales Agency	56,31,566	
108	Machino Lnternarional Pivate Limited	46,87,735	
109	Mahalakshmi Cranes	1,47,487	
110	Mahaveer Stores	43,02,795	
111	Maheshbhai	58,674	
112	Mainee Steel Works P. Ltd		
113	Mam Technologies	1,12,33 4,91,69	
114	Manjunath Granites	4,58,6	
115	Manoj Enterprises	25,21,631	
116	Manoj Kumar Bisoyi	78,457	
117	Manoj Motors	5,79,954	
118	Maruti Marketing	2,78,163	
119	Mazor Tools Corporation	10,02,545	
120	Meghalaya Cements Limited		
121	Metro Gases	3,42,29,767	
122	Metro Industries	60,383	
123	Mining And Allied Machinery	25,16,502	
124	Mirtunjay Kumar Sharma	10,29,334	
125	Mnc Earthmovers	13,80,125	
126	Mody Pumps (India) Private Ltd		
127	Mody Pumps (India) Pvt Ltd	8,14,733 1,55,189	
128	Murlidhar Machinery Store	3,86,141	
129	Muthavarapu Sulochanarani	1,97,032	
130	Naidu Electric Works		
131	National Agencies	23,54,441 44,11,103	
132	National Auto Agency		
133	National Tyre Service	8,14,577 5,31,500	
134	Natraj Electrical & General Stores		
135	Naveen Kumar G	4,19,789	
136	Navneet Auto Industries	55,000	
137	Nawa Engineers And Consultants Private Limited	1,34,470	
13/	Nawa Engineers And Consultants Private Limited	68,34,	

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S No	Name of the Creditor	Claim Submitted (INR)	
138	Newtech Power	9,34,27	
139	Normet India Private Ltd	41,83,167	
140	North East Explo Chemicals	2,40,720	
141	North East Motors	5,74,778	
142	Omega Engineering Service	12,40,886	
143	Padmawati Enterprises	13,04,119	
144	Parvij Alam	4,82,620	
145	Patel Engineering	9,10,35,804	
146	Patel Sew Joint Venture	4,00,99,670	
147	Pawan Enterprises	1,51,849	
148	Pdr Hydraulics - Agartala	8,29,816	
149	Pilania Road Carriers	16,96,900	
150	Pneumatic Machinery	3,97,404	
151	Pooja Carriers	1,21,850	
152	Pooja Diesel Spares	6,490	
153	Power Trading Corporation	24,10,119	
154	Powercem Silchar	33,59,809	
155	Powerica Ltd	34,13,535	
156	Pradip Roy	1,28,418	
157	Prashant P.Patil-Pravira Earthmovers	9,10,027	
158	Pulak Sarkar	1,76,204	
159	Purushothama N (Jef Techno Solutions Pvt Ltd)	2,40,634	
160	R L Poddar	10,13,053	
161	Raj Enterprises	12,24,643	
162	Rajan Rawat	8,19,704	
163	Rajen Kumar Rai	31,67,713	
164	Rajkumar Saw	5,19,679	
165	Rakesh Constructions	2,95,566	
166	Rakesh Gupta	18,20,470	
167	Ramachandra Rao	1,65,889	
168	Ramu K (Vani Transport)	1,67,458	
169	Ratnesh Tiwari	7,51,149	
170	Rithwik Projects Private Limtied	17,97,71,536	
171	Rk Trade Agency	20,473	
172	Robbins Tunneling And Trenchless Technology (I) Pvt. Ltd	5,30,72,042	
173	Rock Line Enterprises	1,61,343	
174	S N Consultancy	3,23,089	
175	S. R. Builders	1,17,85,461	
176	Salgaocar Engineers Pvt. Ltd	40,96,570	
177	Samijuddin Ahmed	3,77,971	
178	Sanjit Kumar Mishra	62,204	
179	Satyam Logistic	38,01,313	
180	SB Enterprises	8,03,347	
181	SBI Capital Markets Ltd	1,03,50,000	
182	Shiv Impex	22,06,080	
183	Shivangi Marketing	2.45.226	
184	Shobha Enterprise	8,30,819	

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S No	Name of the Creditor	Claim Submitted (INR)	
185	Shraddha Granite	10,37,173	
186	Shri Balaji Con Chem India	22,26,23	
187	Shri Balaji Industrial Suppliers	13,95,490	
188	Sika India Private Limited	35,10,552	
189	Simplex Enterprises	41,683	
190	SNV Engineering Contractors	1,94,853	
191	South Calcutta Diesels	11,69,883	
192	Spares India Engineering	17,66,44	
193	Sree Bajrang Sales	8,70,85	
194	Sree Venkateswara Cranes	26,84,25	
195	Sri Lakshmi Engineering Works And Contractors	44,43,60	
196	Sri Sai Carriers	16,93,20	
197	SRK Enterprises	26,35,95	
198	SRL Earthmoving Solution Pvt Ltd	12,61,22	
199	Stanley Roy Construction	1,58,892	
200	Steelcon Agencies	10,34,56	
201	Strong Suppliers	30,46,96	
202	Sudha Devi	3,17,57	
203	Sujit Kumar Chanda	9,82,85	
204	Sun Overseas	2,00,00,00	
205	Sun Tech India	41,35	
206	Sunil Kumar K	1,58,38	
207	Sunshine Diggers	1,34,66	
208	Supreme Security Service	34,02,23	
209	Suresh Bhai	50,78	
210	Sushila Enterprises - Manipur	18,80,47	
211	Suvidha Sales Corporation	59,47	
212	Tara Enterprises - Agartala	5,04,31	
213	Tirupati Motors	7,33,64	
214	Trimurti Petroleum	17,64,80	
215	TSG Impex India Pvt Ltd	9,06,03	
216	Tunir Sale Corporation	6,48,64	
217	Umesh Mahto	1,43,33	
218	Unimet Profiles Pvt Ltd.	40,31,62	
219	Venkateswara Earth Moving Spares	1,00,52	
220	Venkateswara Engineering Works	60,21	
221	Vijay Kumar	88,92	
222	Vijay Transport	1,84,80	
223	Vikas Shuttering Store Private Ltd	1,49,99,75	
224	Vinod Ram	2,28,73 17,84,09	
225			
226	Wecare Associates	2,34,91	
227	Weldex India	8,94,33	
228	Zenith Consultants	3,68,31	
	Total	1,87,89,53,42	

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*In respect of Operational creditors, due to large volume of transactions and parties, the verification process is currently ongoing to determine the amount of claim to be admitted against the claims filed.

Key points to Annexure A (List of Financial Creditors):

- 1. CIRP commencement date is January 05, 2018
- 2. Claims received from all the parties are under further verification/validation. The same may be updated as per additional information received. Amounts admitted has been mentioned above basis available information
- 3. Details of security against claims admitted from financial creditors is as follows:

A. Aditya Birla Finance Limited

- 1. Escrow of receivables of EPC Contracts with minimum cover of 2X times
- 2. Pledge of shares of Coastal Projects Limited
- 3. Subservient charge on current & movable assets of Coastal Projects Limited
- 4. Personal Guarantee of Mr. Surendra S

B. Andhra Bank -

1. For OCC:

First Pari passu charge on all chargeable current assets of the company along with other working capital lenders excluding project specific current assets charged to Axis Bank (for NF railway 13,14,15,16 project, sanctioned in FY 2010-11 & 1 project sanctioned in FY 2011-12) and to SBI (for Moserbear project sanctioned in FY 2010-11) and to Punjab National Bank & SBI CAG, Hyd (for Bangalore Metro Project).

- 2. For BG:
- a) Counter Guarantee from the company
- b) First Pari-Passu charge on all chargeable current assets of the company along with other working capital lenders in Multiple Banking Arrangement excluding project specific current assets charged to Axis Bank (for NF railway 13,14,15,16 project, sanctioned in FY 2010-11 & 1 project sanctioned in FY 2011-12) and to SBI (for Mozerbear project sanctioned in FY 2010-11) and to Punjab National Bank & SBI CAG, Hyd (for Bangalore Metro Project).
- 3. Collateral Security:

First charge on pari-passu basis along with other WC lenders on unencumbered fixed assets of the company. Value of unencumbered fixed assets as per lead bank note is Rs.174.11 Crs.

Personal guarantee of

- 1. G. Surendra
- 2. Hari Hara Rao
- 3. S.Papayya

C. Axis Bank Limited

- Mortgage
- a) Details of immovable properties secured on exclusive basis for Rupee Term Loan of Rs. 90 Crores
- 1. All that the Buildings in the Premises bearing Municipal No. 6-3-1218/6/2/1, together with open land admeasuring about 4200 sq. yards, equivalent to 3511.2 sq. meters, in Sy No. 199 (New No. 199/2), situated at Begumpet, Khairatabad Village, Urban Taluq, Hyderabad District, A.P. and bounded as:

North: Property belonging to Nawab Nazeer Yer Jung and Nawab Basheer Yar Jung

South: Raja Jitender Pershad Road

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East: House belonging to Smt. Ranganayakamma and House belonging to Sri Chander Shedkar

West: Vendors Property

2. All that the land admeasuring Acres 12-00 Guntas, part of survey No. 58/1/T situated at Karmanghat Village, Hayatnagar Taluq, Hyderabad District, A.P. and bounded as:

North: Road

South: Property of Khaja Shaker Hussain

East: Property of YB Raju West: Part of Survey No. 58

- b) Details of immovable properties secured on exclusive basis for Cash Credit limit of Rs. 20 Crores, Cash Credit (Specific Project) limit of Rs. 35 Crores, Bank Guarantee limit of Rs. 250 Crores, Bank Guarantee (Project Specific) limit of Rs. 40 Crores and Letter of Credit and Buyers Credit (Sub-limit under B.G.) limit of Rs. 75 Crores
- 1. All that land and building (three floors) bearing Plot No. 8-2-293/82/F/B-, Filmnagar Co-operative Housing Society, Shaikpet, Hyderabad admeasuring 327 sq. yards.
- 2. All that the Finished Flat No. D bearing Municipal No. 8-2-293/82/F/B-1/1/D on First Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open to Sky South: Corridor East: Open to Sky West: Open to Sky

3. All that the Finished Flat No. G bearing Municipal No. 8-2-293/82/F/B-1/1/G on Second Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open to Sky South: Corridor East: Open to Sky West: Open to Sky

4. All that the Finished Flat No. E bearing Municipal No. 8-2-293/82/F/B-1/1/E on First Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open to Sky South: Corridor East: Open to Sky West: Open to Sky

5. All that the Finished Flat No. B bearing Municipal No. 8-2-293/82/F/B-1/1/B on Ground Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open Space South: Corridor East: Open Space West: Open Space

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6. All that the Finished Flat No. A bearing Municipal No. 8-2-293/82/F/B-1/1/A on Stilt Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open Space South: Common area East: Open Space West: Open Space

7. All that the Finished Flat No. C bearing Municipal No. 8-2-293/82/F/B-1/1/C on Ground Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open Space South: Corridor East: Open Space West: Open Space

8. All that the Finished Flat No. F bearing Municipal No. 8-2-293/82/F/B-1/1/F on Second Floor of Sai Nivas adm. 750 sq. ft. inclusive of common areas together with proportionate undivided share of land 48 sq. yards out of 340 sq. yards in premises bearing Municipal No. 8-2-293/82/F/B-1 situated at Filmnagar, Shaikpet Village, Hyderabad, A.P. and bounded as under:

North: Open South: Corridor East: Flat No. E West: Open

(Above properties from Serial No. 1 to 8, together with all buildings and structures thereon and all Plant and Machinery attached to earth or permanently fastened to anything attached to Earth, both present and future)

- c) Details of immovable properties secured by way of exclusive charge for Term Loan Facility of Rs. 90 Crores
- All that piece and parcel of Agricultural land bearing in Sy. No. 264 part, adm. Ac. 0.34 gts. (out of Ac. 3.17 gts.) situated at Pedda Amberpet Revenue Village, Hayathnagar Revenue Mandal, under Pedda Amberpet Grampanchayat, Ranga Reddy District, SRO Pedda Amberpet and bounded by:

North: Land in Sy. No. 264 Part South: Land in Sy. No. 264 Part

East: Outer Ring Road West: Land in Sy. No. 265

2. 2. All that piece and parcel of undivided unspecified (2/4th) share in Agricultural land bearing in Sy. No. 264 part, adm. Ac. 3.30 gts. (out of Ac. 3.17 gts.) situated at Pedda Amberpet Revenue Village, Hayathnagar Revenue Mandal, under Pedda Amberpet Grampanchayat, Ranga Reddy District, SRO Pedda Amberpet and bounded by:

North: Land in Sy. No. 264 Part South: Land in Sy. No. 264 Part

East: Outer Ring Road West: Land in Sy. No. 265

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3. All that piece and parcel of undivided unspecified (2/4th) share in Agricultural land bearing in Sy. No. 264 part, adm. Ac. 3.30 gts. (out of Ac. 3.17 gts.) situated at Pedda Amberpet Revenue Village, Hayathnagar Revenue Mandal, under Pedda Amberpet Grampanchayat, Ranga Reddy District, SRO Pedda Amberpet and bounded by:

North: Nala

South: Land in Sy. No. 264 Part

East: Outer Ring Road West: Land in Sy. No. 265

4. All that piece and parcel of Agricultural land admg. Ac. 2.10 gts. Or 9105.12 sq. mtrs. in Sy. No. 32/RU situated at Manneguada (V), Hayathnagar (M), Ranga Reddy District & bounded by

North: Ag. Land belonging to J Sudhakar Reddy & Neighbors land

South: Existing BT Road

East: Ag. Land belonging to J Sudhakar Reddy

West: Neighbors land

Pursuant to Master Restructuring Agreement dated 29.03.2014

Details of hypothecated assets secured on first pari-passu charge basis in respect of (i) Restructured Terms Loans (other than Corporate Guarantee Term Loan and Restructured Short Term Loan II), FITL facility, Priority Loan and Restructured Working Capital Term Loans and (ii) the Restructured working capital facilities and short term loan -II on second pari-passu charge

All rights, title, interest and benefit of the Borrower in, all and singular, the Borrower's movable Plant and Machinery, as also all tangible and intangible movable assets (both present and future) and in particular including, without limitation, electronic spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment (both present and future), whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or any of the Borrower's premises, warehouses, stockyards and godowns or any of the premises, warehouses, stockyards and godowns of the Borrower's agents, affiliates. Associates or representatives, whether now belonging to or that may at any time during the effectiveness/ continuance of this deed belong to the Borrower, and/ or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or on high seas or on order or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realization or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned and/ or acquired by the Borrower AND ALL right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, construed or acquired hereafter.

Details of hypothecated assets secured on first pari-passu charge basis in respect of (i) the Restructured working capital facilities and short term loan -II and (ii) Restructured Terms Loans (other than Corporate Guarantee Term Loan and Restructured Short Term Loan II), FITL facility, Priority Loan and Restructured Working Capital Term Loans on second pari-passu charge

Charge over all the current assets of the Borrower, both present and future, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares (not being electronic spares or machinery spares) and other current assets including trade and other receivables including receivables by way of cash assistance and/ or cash incentives or any claims by way of refund of customs/ excise duties, book debts and stocks in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

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2. Details of Shared Pledged

First Priority Pledge of 41,799 shares constituting 0.22% of the fully paid up share capital of Coastal Projects Limited having aggregate nominal value of Rs. 4,17,990 by N. Swaroopa Rani

First Priority Pledge of 3,52,695 shares constituting 22.17% of the fully paid up share capital of Coastal Projects Limited having aggregate nominal value of Rs. 35,26,950 by S. Surendra

Pledge of 9,998 shares of Para Hydro Power Private Limited, Rebby Hydro Power Private Limited and Badao Hydro Power Private Limited (each) by Coastal Projects Limited constituting 99.98% of the fully paid up share capital

Pledge of 10,000 shares of Grandeur Power Projects Private Limited constituting 100% of fully paid up share capital

- 3. Details of Guarantees
- 1. Personal Guarantee by S. Surendra, S. Papayya and G. Hari Hara Rao
- 2. Corporate Guarantee by Grandeur Power Projects Private Limited, Badao Hydro Power Private Limited, Para Hydo Power Private Limited and Rebby Hydro Power Private Limited
- 3. Corporate Guarantee by Coastal Transnational Ventures (CY) Limited
- 4. Deed of Guarantee by S. Surendra and G. Harihara Rao

D. Bank of Baroda

- 1. Working Capital (FB & NFB)
- a) A first pari passu charge on the Current Assets, both present and future of the company, and
- b) A second pari passu charge on the fixed assets of the company's movable and immovable properties both present and future
- 2. All Term Loans (including FITL/PD/WCTL 1 & 2)
- a) A first pari passu charge on the Fixed Assets (other than exclusively charged assets), of the company's movable and immovable properties, both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets, and
- b) A second pari passu charge on the Current assets, both present and future for all term loans other than CGTL
- 3. Common to all Lenders

The exclusive securities including third party collateral created in favor of any lender shall continue to remain exclusive to respective Lenders. In the event of sale of any exclusive security of the company, the same shall be available to the respective Lenders for meeting their respective dues and any surplus amount arising out of such sale of exclusive security of the company, shall be available for meeting the dues of lenders on pari-passu basis. In the event of release of any exclusive security of the Company, the Lenders shall have a first pari passu charge on such security.

- 4. Corporate Guarantee of all SPVs which are not specifically barred.
- Pledge of unsecured shares of all subsidiaries/ associates.
- 6. Personal Guarantees of Mr. Surendra, Mr. Harihara Rao for all facilities.
- 7. Pledge of 100% unencumbered equity shares of the company owned by the promoters/ group companies/ Mr. Surendra and Mr. Harihara in favor of Lenders.

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Email: cpl.ho@coastalprojects.co.in / Web Site: www.coastalprojects.co.in

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E. The Bank of Maharashtra Limited

As per MRA as on 29th Mar'14, Page No.54 to 58, Collateral properties exclusive given to us:

- 1. Land in Survey no 63 area of 9680 sq yards, kismatpur village and gram panchayat, rajendranagar Mandal, R.R District belonging to K.Anjamma.MOD dated 27.04.2013.Market value of the property is Rs.12.10 Crores.
- Property bearing Survey no.19/1 katha No.18 situated at Madivala village, Bangalore-Hosur Main Road, Begur Hobli, Bangalore South Taluka. MOD dated 04.04.2013
- 3. Market value of the property is Rs.24.78 Crores
- 4. Land in Survey no 63 area of 8954 sq yards ,kismatpur village and gram panchayat , rajendranagar Mandal , R.R District belonging to K.Ramulu.MOD dated 27.04.2013
- 5. Market value of the property is Rs.11.19 Crores.
- Sy no.403/2,404A &404/B2 sub divided sy no.403/2A3,404B/2C &404A/3 D.no.51/937 belonging to J.Gopal, J sudhakar, J Bhaskar and Venkateswara Ravi prasad. MOD dated 29.03.2013. Market value of the property is Rs.36.60 crores

F. Canara Bank

- 1. Working Capital (FB & NFB)
 - · A first pari passu charge on the Current Assets, both present and future of the company, and
 - · A second pari passu charge on the fixed assets of the company's movable and immovable properties both present and future
- 2. All Term Loans (including FITL/PD/WCTL 1 & 2)
 - A first pari passu charge on the Fixed Assets (other than exclusively charged assets), of the company's movable and immovable properties, both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets, and
 - · A second pari passu charge on the Current assets, both present and future for all term loans other than CGTL

3. Deed of Hypothecation

The Corporate Debtor has hypothecated and charged its assets/movable properties (specified in the relevant documents referred below) to secure the Applicant as follows:

- a) Unattested Deed of Hypothecation dated May 30, 2014, executed by the Corporate Debtor in favor of SBI Cap Trustee Company Limited, in respect of the MRA
- b) Modification Deed (to the unattested Deed of Hypothecation dated May 30, 2014) dated August 8, 2014, executed by the Corporate Debtor in favor of SBICAP Trustee Company Limited (as Security Trustee), in respect of the MRA

Guarantee

- a) Grandeur Power Projects Private Limited, Badao Hydro Power Private Limited, Para Hydro Power Limited, Rebby Hydro Power Private Limited and Nepal Jalabidyut Pravardhan Tathavikas Ltd as Corporate Guarantors have guaranteed the obligations of the Corporate Debtor under the MRA, pursuant to the Deed of Guarantee dated May 30, 2014, executed by the said corporate guarantors in favor of SBICAP Trustee Company Limited
- b) Mr. S Surendra, Mr. S Papayya and Mr. G Hari Hara Rao have guaranteed the obligations of the Corporate Debtor under the MRA, pursuant to the deed of guarantee dated March 29, 2014, executed by the said guarantors in favor of the SBICAP Trustee Company

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4. Pledge

- a) Pledge agreement dated May 30, 2014, executed between Mr. S Surendra and SBICAP Trustee pursuant to which Mr. S Surendra has pledged 3,52,965 no of equity shares of Corporate Debtor in favor of SBICAP Trustee Company Limited
- b) Pledge agreement dated March 2, 2015, executed between Mr. S Surendra, Mr. G. Hari Hara Rao, Corporate Debtor and SBICAP Trustee pursuant to which Mr. S Surendra, Mr. G. Hari Hara Rao, Corporate Debtor have jointly pledged 10,000 no of equity shares of Grandeur Power Projects Private Limited in favor of SBICAP Trustee Company Limited
- c) Pledge agreement dated March 2, 2015, executed between the Corporate Debtor and SBICAP Trustee pursuant to which the Corporate Debtor has pledged 9,998 no of equity shares of Para Hydro Power Private Limited, 9,998 no of equity shares of Rebby Hydro Power Private Limited, 9,998 no of equity shares of Badao Hydro Power Private Limited, in favor of SBICAP Trustee Company Limited

G. Corporation Bank

- Working Capital (FB & NFB)
 - · A first pari passu charge on the Current Assets, both present and future of the company, and
 - · A second pari passu charge on the fixed assets of the company's movable and immovable properties both present and future
- 2. All Term Loans (including FITL/PD/WCTL 1 & 2)
 - · A first pari passu charge on the Fixed Assets (other than exclusively charged assets), of the company's movable and immovable properties, both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets, and
 - · A second pari passu charge on the Current assets, both present and future for all term loans other than CGTL
- 3. Common to all Lenders
 - The exclusive securities including third party collateral created in favor of any lender shall continue to remain exclusive to respective Lenders
 - · In the event of sale of any exclusive security of the company, the same shall be available to the respective Lenders for meeting their respective dues and any surplus amount arising out of such sale of exclusive security of the company, shall be available for meeting the dues of lenders on pari-passu basis
 - In the event of release of any exclusive security of the Company, the Lenders shall have a first pari passu charge on such security.
 - · Corporate Guarantee of all SPVs which are not specifically barred.
 - Pledge of unsecured shares of all subsidiaries/ associates.
 - Personal Guarantees of Mr. Surendra, Mr. Harihara Rao for all facilities.
 - Pledge of 100% unencumbered equity shares of the company owned by the promoters/ group companies/ Mr. Surendra and Mr. Harihara in favor of Lenders.

H. Edelweiss Asset Reconstruction Company Limited

- 1. Hypothecated Assets -All hypothecated movable and current assets belonging to the corporate debtor.
- 2. All hypothecated Plant and Machinery / equipments belonging to the Borrowers which now or hereafter from time during this security shall brought in, stored or be in or about the premises, warehouses or anywhere else or godowns of the Borrowers. Plant and Machinery / equipments in the nature of Excavators, Boomers, Batching Plant, Shortcrete Machines, other equipment etc.

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- 3. All tangible movable machineries, plant, machinery fixtures, fittings other installations, cranes, furniture's, computers and other accessories, vehicles together with spares, tools and accessories and all other articles lying on the premises at Hyderabad or in the godowns of Borrowers wheresoever or in the custody of any person who are Mercantile Agents of the Borrower or in the course of transit which may hereinafter be brought, stored or be lying in or upon the said premises of the Borrower.
- 4. The whole of the borrowers movable goods and assets, both present and future and including but without prejudice to generality of the foregoing words, all stocks of raw materials, work-in progress, semi-finished goods and finished goods such as packing materials, consumable stores and spares etc., supply bills, whatsoever and wheresoever situate and/or in transit whether now belonging to or that may at any time during the continuance of this security belong to the borrower or that may be held by any party anywhere to the order and disposition of the borrower, Bills/ Documents received under import L/C inland L/C.
- 5. Guarantees (Corporate and Personal)
- 6. Unconditional, irrevocable, continuing personal guarantee of Mr. S Surendra Babu, Mr. G Hari Hara Rao and Mr. S. Papaya to repay the amounts due with respect to the Facilities in the event of failure on part of Company to pay the amounts due thereunder, dated March 19, 2010

I. Export/Import Bank of India

Pre-CDR Securities

A. Coastal India Loan (claim amount aggregating Rs. 39,61,88,702.41):

- First exclusive charge by way of equitable mortgage over immovable property of Selection Aluminum Wires Pvt. Limited situated at plot no. 91, Block-A, Sector 65, situated in Noida, District Gautam Budh Nagar, UP recorded vide Exim Bank's Memorandum of Entry dated June 11, 2012 (approx. Market value of Rs. 3.20 crore as per valuation report dt 02.01.2018);
- 2. First exclusive charge by way of equitable mortgage over immovable property of Humming Bird Soft Solution Pvt. Limited situated at plot no. 1, Block-C, situated at Sector 65, Noida, District Gautam Budh Nagar, UP recorded vide Exim Bank's Memorandum of Entry dated June 11, 2012 (approx. Market value of Rs. 7.83 crore as per valuation report dt 02.01.2018);
- 3. First exclusive charge by way of equitable mortgage over immovable property of Mrs. Sarojini Sabbineni situated at House No. 8-2-293/82/F/B-2, Plot no. 2, Type B in Site I Sy. No. 403 of Shaikpet and Sy. No. 102/1 of Hakimpet village, Road No. 2, Film Nagar, Hyderabad recorded vide Exim Bank's Memorandum of Entry dated August 29, 2012 (approx. Market value of Rs. 4.67 crore as per valuation report dt 22.09.2017);
- 4. Corporate Guarantee of Selection Aluminum Wires Pvt. Limited executed in favor of Exim Bank vide Deed of Guarantee dated June 08, 2012;
- 5. Corporate Guarantee of Humming Bird Soft Solution Pvt. Limited executed in favor of Exim Bank vide Deed of Guarantee dated June 08, 2012;
- 6. Personal Guarantee of Mr. S. Surendra executed in favor of Exim Bank vide Deed of Guarantee dated June 08, 2012 [Networth as on 31.03.2016, Rs. 104.32 crore (incl. shares of Rs. 78.36 crore)];
- 7. Personal Guarantee of Mrs. Sarojini Sabbineni executed in favor of Exim Bank vide Deed of Guarantee dated August 10, 2012;
- 8. Undertaking dated June 08, 2012executed by the Corporate Debtor regarding non-disposal of its shareholding in Nepal Jalabidyut Pravardan Tatha Bikash Ltd, Nepal ("NJPBL");
- 9. Undertaking dated July 27, 2012 executed by NJPBL regarding non-disposal of its shareholding in Himal Hydro & General Construction ltd, Nepal;

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- B. Corporate Guarantee Term Loan (Securities Created Initially For Coastal Cyprus Loan) [Claim Amount aggregating Rs. 1,33,80,24,735.24]:
- 1. Corporate Guarantee from the Corporate Debtor.
- 2. Exclusive charge by way of pledge of shares of Coastal Cyprus held by the Corporate Debtor created vide Deed of Pledge of Shares dated February 01, 2012.
- 3. Irrevocable Mandate dated December 01, 2010, addressed by Coastal Cyprus to SELI and the Confirmation of Receipt dated December 01, 2010 and addressed by SELI to Exim Bank, whereby Coastal Cyprus irrevocably authorized and directed SELI to remit all payments, dividends, interest, receivables and/or monies of any other nature, due and payable by SELI to Coastal Cyprus, directly to Exim Bank.
- 4. Irrevocable Mandate dated December 01, 2010, addressed by the Corporate Debtor to Coastal Cyprus and the Confirmation of Receipt dated December 01, 2010 and addressed by Coastal Cyprus to Exim Bank, whereby the Corporate Debtor has irrevocably authorized and directed Coastal Cyprus to remit all payments, dividends, interest, receivables and/or monies of any other nature, due and payable by Coastal Cyprus to the Corporate Debtor, directly to Exim Bank.

Post-CDR Securities -

- Continuation of all above securities along with following additional securities created in favor of SBICAP Trustee Company Limited as security trustee, inter alia, for Coastal India Loan (Claim Amount aggregating Rs. 39,61,88,702.41), Corporate Guarantee Term Loan FITL (Claim Amount aggregating Rs. 22,34,27,254.69) and Priority Loan (Claim Amount aggregating Rs. 1,14,75,339.85):
- First pari-passu charge over the Corporate Debtor's entire movable fixed assets and second pari-passu charge over the Corporate Debtor's entire current assets created vide Deed of Hypothecation dated May 30, 2014 and modified Deed of Hypothecation dated August 8, 2014;
- 2. Irrevocable and unconditional Personal Guarantee of Mr. S Surendra, Mr. G Harihara Rao and Mr. S. Papayya [Since Died] executed vide Deed of Guarantee dated March 29, 2014;
- 3. Irrevocable and unconditional Corporate Guarantee of Coastal Transnational Ventures (CY) Limited, Cyprus executed vide Deed of Guarantee dated 08.10.2014;
- 4. Irrevocable and unconditional Corporate Guarantee of Nepal Jalabidyut Pravardan Tatha Bikas Limited, Nepal executed vide Deed of Guarantee dated 08.12.2014;
- Irrevocable and unconditional Corporate Guarantee of Grandeur Power Projects Private Limited, Badao Hydro Power Private Limited, Para Hydro Power Private Limited, Rebby Hydro Power Private Limited executed vide Deed of Guarantee dated 30.05.2014;
- 6. Pledge by Mrs. N Swaroopa Rani of her shareholding in the Corporate Debtor (constituting 0.22% of the equity shares of the Corporate Debtor) vide pledge agreement dated March 30, 2014;
- 7. Pledge by Mr. S Surendra of his shareholding in the Corporate Debtor (constituting 1.84% of the equity shares of the Corporate Debtor) vide pledge agreement dated May 30, 2014;
- 8. Pledge by Mr. S Surendra, Mr. G. Harihara and the Corporate Debtor of its holding in Grandeur Power Projects Private Limited [Grandeur], (constituting 100% of the equity shareholding of Grandeur) vide pledge agreement dated March 2, 2015;
- 9. Pledge by the Corporate Debtor of its shareholding in Para Hydro Power Private Limited, Rebby Hydro Power Private Limited, Badao Hydro Power Private Limited (constituting 100% of the equity shareholding of Para Hydro Power Private Limited, Rebby Hydro Power Private Limited, Badao Hydro Power Private Limited) vide pledge agreement dated March 2, 2015.

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Estimated value of the aforementioned security

- As per the Financial Creditor, herein i.e., Exim Bank, the estimated value of the aforementioned securities (as created for the benefit of the Financial Creditor pursuant to the terms of the MRA and the security documents) is as follows:
- 1. The particulars of the estimated valuation of the assets of the Corporate Debtor over which security has been created for the benefit of inter alia the Financial Creditor are as per the balance sheet provided in the Annual Report of the Corporate Debtor pertaining to the year 2016-17.
- The estimated valuation of the current assets of the Corporate Debtor over which security has been created for the benefit of
 inter alia the Financial Creditor are as per the balance sheet provided in the Annual Report of the Corporate Debtor pertaining
 to the year 2016-17.J4
- 3. Personal Guarantee Rs. 105.40 Crores as on March 31, 2016 (as per net-worth statements of Mr. S Surendra, Mr. G Harihara Rao and Mr. S. Papayya [since deceased]).

J. ICICI Bank Limited

- 1. Working Capital (FB and NFB)
 - First pari passu charge on the current assets, both present and future of the Corporate Debtor; and
 - Second pari-passu charge on the movable fixed assets of the Corporate Debtor both present and future;
- 2. All Term Loans / FITL / PD / WCTL 1& 2:
 - First pari passu charge on the movable fixed assets (other than exclusively charged assets) of the Corporate Debtor both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets; and
 - Second pari passu charge on all the Current Assets both present and future of the Corporate Debtor for all term loans other than CGTL
 - Security mentioned in A and B was created vide Original Unattested Deed of Hypothecation dated May 30, 2014 as modified by Modification Deed to Unattested Deed of Hypothecation dated August 8, 2014.
- 3. Common to all lenders
- 1) Corporate Guarantee by Grandeur Power Projects Private Limited, Badao Hydro Power Private Limited, Para Hydro Power Private Limited, Rebby Hydro Power Private Limited, Nepal Jalabidyut Pravardhan Tathavikas Limited and Coastal Transnational Ventures Limited, created vide Corporate Guarantee by Nepal Jalabidyut Tatha Bikash Limited dated December 08, 2014; Corporate Guarantee by Coastal Transnational Ventures Ltd. Dated October 08, 2014; and Corporate Guarantees by Grandeur Power Private Limited, Badado Hydro Power Private Limited, Para Hydro Power Private Limited & Rebby Hydro Power Private Limited dated May 30, 2014.
- 2) Pledge of shares of the following subsidiaries / associates:
 - i. Para Hydro Power Pvt Ltd
 - ii. Badao Hydro Power Pvt Ltd
 - iii. Grandeur Power Projects Pvt Ltd
 - iv. Rebby Hydro Power Pvt Ltd

Created vide Pledge Agreement dated March 2, 2015

- 3) Pledge of 100.00% unencumbered equity shares of the company owned by the promoters / group companies created vide Pledge Agreements executed by Mr. Surendra dated May 30, 2014 and March 2, 2015 and filing of Form W dated July 4, 2014 by Mrs. Swaroopa Rani
- 4) Personal guarantees of (i) Mr. S Surendra, (ii) Mr. G Harihara Rao, (iii) Mr. S Papayya created vide Personal Guarantee by Mr. S. Papayya, Mr. S. Surendra and Mr. G Hari Hara Rao dated March 29, 2014.

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4. Exclusive Security

ICICI Bank Facilities are secured by exclusive charge over movable fixed assets, specific Tunnel Boring Machine as specified in the Deeds of Hypothecation dated December 28, 2011, March 8, 2014 and September 7, 2015.

ICICI Bank facilities are further secured by exclusive charge over commercial vehicles and equipment funded by the bank between April 12, 2010 till November 2, 2012.

K. IDBI Bank Limited

- (A) The Hypothecated Assets
- 1. As per the Deed of Hypothecation dated October 7, 2009 & Supplemental Deed of Hypothecation dated January 25, 2011
- (i) The Borrower's entire stocks of raw materials, semi-finished and finished goods, consumable stores and spares and such other movables including book-debts, bills whether documentary or clean, outstanding monies receivables, both present and future, and the unencumbered moveable properties of the Borrower (listed below) including its moveable plant and machinery, machinery spares, tools and accessories and other movables both present and future whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery both present and future book-debts and all other movable assets of the Borrower including but not limited to documents of title to the goods, outstanding moneys, receivables including receivables by way of cash assistance and/or cash incentives under the Cash Incentive Scheme or any other Scheme claims including claims by way of refund of customs/excise duties under the Duty Drawback Credit Scheme or any other Scheme, bills, invoices documents, contracts, insurance policies, guarantees, engagements, securities, investments and rights and the present machinery listed in the schedule hereunto and all future machinery belonging to or in the possession of or under the control of the Borrower wherever lying stored and kept and whether in possession of the Borrower or of IDBI Bank or of any third party whether in India or elsewhere throughout the world (including all such goods, other movable assets as may be in course of shipment transit or delivery).
- (ii) List of Unencumbered moveable properties (Fixed assets available / charged to Working Capital Bankers, As on March 31, 2009):

S. No	Particulars	Value (INR)	
A.	Plant & machinery		
' 1	Excavators		
2	Trucks & Tippers	11,50,91,894	
3	Boomers	9,94,75,180	
4	Vibro Compactors	1,82,61,224	
5	Other Machinery	27,87,26,046	
B.	Furniture & Fixtures	1,21,39,117	
C.	Office Equipment		
1	Computers	75,97,702	
2	Air Conditioners	50,77,781	
3	Other Equipment	1,10,00,766	
D.	Vehicles		
1	Cars	3,66,94,943	
2	Jeeps	98,28,053	
3	Scooters	19,65,375	
4	Cycles	1,28,497	
5	Water Tankers	13,08,524	
E.	Temporary Sheds	22,28,37,542	
Total		96,31,41,832	

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2. As per the Deed of Hypothecation dated June 10, 2013

The Borrower's entire stocks of raw materials, semi-finished and finished goods, consumable stores and spares and such other movables including book-debts, bills whether documentary or clean, outstanding monies receivables, both present and future, and whole of the unencumbered plant and machinery along with other banks including its moveable plant and machinery, machinery spares, tools and accessories and other movables both present and future whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery both present and future book-debts and all other movable assets of the Borrower including but not limited to documents of title to the goods, outstanding moneys, receivables including receivables by way of cash assistance and/or cash incentives under the Cash Incentive Scheme or any other Scheme claims including claims by way of refund of customs/excise duties under the Duty Drawback Credit Scheme or any other Scheme, bills, invoices documents, contracts, insurance policies, guarantees, engagements, securities, investments and rights and the present machinery listed in the schedule hereunto and all future machinery belonging to or in the possession of or under the control of the Borrower wherever lying stored and kept and whether in possession of the Borrower or of IDBI Bank or of any third party whether in India or elsewhere throughout the world (including all such goods, other movable assets as may be in course of shipment transit or delivery).

- 3. As per the Unattested Deed of Hypothecation executed on May 30, 2014 and its modification dated August 8, 2014
- (i) First Hypothecated Property:

All rights, title, interest and benefit of the Borrower in, all and singular, the Borrower's movable plant and machinery, as also all tangible and intangible moveable assets (both present and future) and in particular including, without limitation, electronics spares, machinery spares, tools, meters, motor vehicles, furniture, fixtures, accessories and all other equipment (both present and future), whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon any of the Borrower's premises, warehouses, stockyards and godowns or any of the premises, warehouses, stockyards and godowns of the Borrower's agents, affiliates, associates or representatives, whether now belonging to or that may at any time during the effectiveness/continuance of this Deed belong to the Borrower, and or that may at present or hereafter be held by any party anywhere to the order and disposition of the Borrower or in the course of transit or on high seas or on order or delivery, and all replacements thereof and additions thereof whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned and/or acquired by the Borrower AND ALL right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

(ii) Particulars of Second Hypothecated Property:

Charge over all the current assets of the Borrower, both present and future, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares (not being electronic spares or machinery spares) and other current assets including trade and other receivables including receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter.

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4. As per the Deed of Hypothecation dated February 18, 2015 List of Assets

Sr. No.	Equipment	Make	Invoice date	Invoice Value	WDV	Site
1	Drill Jumbo	Atlascopco	2008	4,50,00,000	2,75,00,000	Sawarakuddu
2	Drill Jumbo	Atlascopco	2006	4,50,00,000	2,25,00,000	Sawarakuddu
3	Drill Jumbo	Atlascopco	2006	4,50,00,000	2,25,00,000	Sawarakuddu
4	Crusher Plant	Nawa	2009	2,31,20,768	1,50,00,000	Sawarakuddu
5	Gantry Crane	Shivpra	2010	1,02,38,046	53,44,324	Katni
6	Gantry Crane	Shivpra	2010	1,02,38,046	53,44,324	Katni
7	Gantry Crane	Shivpra	30.03.2011	1,40,81,726	86,47,940	Devadula
8	Gantry Crane	Shivpra	08.10.2010	1,23,13,617	64,27,785	Devadula
9	Gantry Crane	Sonu Engineering	26.04.2012	63,62,030	45,96,567	Devadula
10	Gantry Crane	Sonu Engineering	28.04.2012	63,62,030	45,96,567	Devadula
11	Gantry Crane	Constro Systems	22.09.2011	62,35,040	38,29,094	Devadula
12	Gantry Crane	Constro Systems	24.09.2011	62,35,040	38,29,094	Devadula
13	Gantry Crane	Constro Systems	26.09.2011	62,35,040	38,29,094	Devadula
14	Gantry Crane	Constro Systems	28.09.2011	62,35,040	38,29,094	Devadula
15	Gantry Crane	Sonu Engineering	12.12.2011	62,35,040	38,29,094	Devadula
16	Gantry Crane	Sonu Engineering	13.12.2011	62,35,040	38,29,094	Devadula
17	RAISE CLIMBERS	Alimak	2007	3,07,29,637	98,51,218	Pallivasal, Kerala
18	RAISE CLIMBERS	Mekaster	2007	1,90,00,000	60,90,965	AMRP, Devarakonda
19	Crusher	NAWA	2010	3,32,09,124	1,73,35,370	Solapur
20	Crusher	NAWA	2010	2,07,26,941	1,08,19,593	Devadula
21	Tower Cranes	Potain India Pvt Ltd	22.10.2012	1,48,98,936	1,07,64,481	Rangith -IV
22	Tower Cranes	Potain India Pvt Ltd	26.11.2007	1,70,36,365	54,61,468	Rangith -IV
Total An	nount			39,07,27,506	20,57,55,166	



(B) The Mortgaged Assets:

Asset owned and mortgaged by third party mortgagers, viz. Shri K T Govinda Gowda and Smt. G Anuradha:
 All that piece and parcel of land admeasuring Ac 7-20 Guntas comprised in Sy. No.124/5 situated at Kariobanahalli Village, Yeshwanthpur Hobli, Bengaluru North Taluk in the State of Karnataka as mentioned below:

Survey	Extent	Boundaries
Number	Ac-	
	Guntas	
124/5	3-00	East: Remaining Land in the same Sy. No. belonging to K V Shekar Rao
		West: Remaining Land in the same Sy. No. belonging to T Narayana and others
		North: Sy. No.124/1
		South: Smt. Venkatamma and Shanbogh Sri Narayana Rao's Land
124/5	3-00	East: Land belonging to Hanumanth Devaru's Inmath Land
		West: Remaining Land in the same Sy. No. belonging to the purchaser
		North: Sy. No.124/1
		South: Smt. Venkatamma and Shanbogh Sri Narayana Rao's Land
124/5	1-20	East: Remaining Land in the same Sy. No. belonging to the purchaser
		West: Gongondanahalli Boundary and Road
		North: Sy. No.124/1
		South: Remaining Lands in Sy. No.124/5

Together with buildings and structures constructed to be constructed thereon along with fixtures and fitting attached to the earth anything attached to the earth.

Value of the security: ~INR49 crore as per valuation report dated October 9, 2015 by M/s Garg A. Associates.

2. Asset owned and mortgaged by third party mortgager viz. Shri D J Nagaraj:

All that piece and parcel of land comprised in various survey numbers and extent of land as mentioned in table below and situated at Kariobanahalli Village, Yeshwanthpur Hobli, Bengaluru North Taluk in the State of Karnataka:

Survey' Number	Extent Ac-	Boundaries
Tumber	Guntas	
11/2	2-10	East: Remaining Lands in Sy. No.11 of Narayana
		West: P M Kempaiah's Land in Sy. No.3
		North: Eerappa's Lands of the same Sy. No.
		South: Thakur Sing's Lands.
11 1-20		East: Lands of Dasappa and Others. Now sold to Narayana.
		West: Remaining Lands in Sy. No. 11
		North: Government Road
		South: Lands of the same Sy. No. belonging to Narayana
13	3-00	East: Lands in Sy. No.10
		West: Sy. No.104
		North: Lands 22
		South: Remaining Lands in Sy. No.13
12/1	1-12	East: Lands of K Veeranna
		West: Lands of Patel Mahadevappa

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Survey	Extent	Boundaries		
Number	Ac-			
	Guntas			
		North: Sadashivaiah's Lands		
		South: Honnappa's Lands		
21/2	1-05	East: Lands of Gangarasaiah		
		West: Lands Paranna and others now belonging to Nagaraj		
		North: Lands of Puttaiah		
		South: Mariyappa's Lands		
21/2	1-00	East: Lands of Doddananjappa and others. Now purchased by Nagaraj.		
		West: Lands of Nagaraj purchased from Malleshaiah and others.		
		North: Lands of Puttaiah		
		South: Lands of Gangarasaiah		

Together with buildings and structures constructed to be constructed thereon along with fixtures and fitting attached to the earth anything attached to the earth.

Value of the security: ~INR 46.84 crore as per valuation report dated October 9, 2015 by M/s Garg A. Associates.

L. IDFC Bank Limited

These debentures are secured by

- An immovable property (a commercial office building) of the Company located at Noida. It has been valued at Rs.2.9 crore by Cushman & Wakefield in November 2015 (04-08-2011)
- (2)Pledge of 3,385,939 equity shares held by promoters (31-01-2011) Invoked and Appropriated
- Personal guarantee of Mr. S. Surendra (main promoters) (31-01-2011)

M. IFCI Limited

- Deed of Hypothecation dated 02.08.2017 creating charge on all of the Borrowers movable plant and machinery and other movable assets, as well as charge on current assets on pari passu basis. (Rs.4,608.55 Crore as per Audited Balance Sheet of FY17 (Net Block + Current Assets – Land & Building Value))
- 2. Exclusive pledge of 28,21,616 equity shares of CPL.
- 3. Pledge of 352695 no. of shares held in Coastal Projects Limited by Mr. S. Surendra on first pari passu basis. (Value: Rs.0.29 crore)
- 4. Pledge of 9998 no. of shares each in Para Hydropower Pvt. Ltd., Rebby hydropower Pvt. Ltd., and Badao Hydropower Pvt. Ltd. held and created by Coastal Projects Pvt. Ltd. 5. Personal Guarantee of Mr. S. Surendra and Mr. G. Hari Hara Rao.

N. M/s. Indiabulls Housing Finance Limited

Nil

O. IndusInd Bank Limited

1) Term Loan for Rs. 5200 Lakhs

- Exclusive hypothecation of assets with cover of 1x on basis of fair market value
- · First charge on the fixed assets moveable & immovable, other than assets already exclusively charged to lenders.

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- Second pari pasu charge on the current assets of the company current assets both present & future.
- Pledge of 100% unencumbered equity shares of the company owned by the promoters / group companies in favor of CDR lenders V. Personal Guarantee of Promoters Mr. Surendra, Ms. Harihara Rao, and Mr. Papayya. Corporate Guarantee of SPVs that are not barred
- 2) Term Loan for Rs. 3.25 Lakhs I. First pari passu charge on the fixed assets moveable & immovable (other than assets exclusively charged to lenders) II. Second pari pasu charge on the current assets of the company current assets both present & future.
- 3) Cash Credit

Exclusive mortgage on third party property (Uma Real Consultants (India) Private Limited)

P. Karur Vysya Bank Limited

- Working capital
- · A First pari passu charge on the Current Assets, both present and future of the company; and
- A Second pari-passu charge on the fixed assets of the company's movable and immovable properties both present and future;
- Term Loan
- First pari passu charge on the fixed assets (other than exclusively charged assets) of the company's movable and immovable properties both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets; and
- Second pari passu charge on all the Current Assets both present and future of the Borrower for all term loans other than CGTL.
- 3. Other Securities
- Pledge of unencumbered (both present and future) shares held by the promoters in the Company
- Pledge of 100% unencumbered equity shares of the company owned by the promoters / group companies / Subsidiaries / Associates in favor of CDR lenders.
- 4. Other Conditions on Security
- The exclusive securities including third party collaterals created in favor of any Lender shall continue to remain exclusive to respective Lenders.
- In the event of sale of any exclusive security of the company, the same shall be available to the respective Lenders for
 meeting their respective dues and the surplus amount arising out of such sale of exclusive security of the company, shall
 be available for meeting the dues of the Lenders on a pari-passu basis.
- In the event of release of any exclusive security of the Company, the Lenders shall have a first pari-passu charge on such security.
- Corporate Guarantee of all SPVs which are not specifically barred
- 5. Exclusive collateral to Karur Vysya Bank for TL & BG limit:

Date of creation of EM Charge & Additional charge: 03.10.2012

26.12.2016 a) Residentially converted land having a total extent of 4 Acres (Out of which 3 Acres in Sy no 22 and 1 Acre in Sy no: 21/2) in karivobanahalli Village, Yeshwanthpura Hobli, Bangalore North Taluk, Bangalore Urban District, Karnataka standing in the name of Mr. D J Nagaraj having market value of Rs. 22.99 crore & Forced Sale Value of Rs 21.00 Cr as per VR dated 14.04.2016.

b) Property along with building there on (Cinema Theatre) bearing New municipal no: 29, PID No: 55-636-27 in sy no: 31/1, 1st main road, Gowdana playa, Subramanyapura Main road, Bangalore standing in the joint names of Mr. M Devendra

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(A Company under Corporate Insolvency Resolution Process vide NCLT Order dated January 05, 2018) and Mrs. Geetha Devendra having market value of Rs. 10.27 Cr & Forced Sale Value of Rs 9.00 Cr as per valuation dated 14.04.2016.

For BG limit Counter guarantee of the company

Q. Kotak Mahindra Bank Limited

- 1. For Term Loan:
- Description of the Security Name of the Mortgagor / property owner Date of creation of mortgage Valuation
- land admeasuring an extent of 1 Acre and 6 Guntas in Survey No. 13/3 situated at Kempapura Village, Varthur Hobli, Erstwhile Bangalore South Taluk, now Bangalore East Taluk Bangalore, owned by N.H.Bhaskar Reddy. N.H.Bhaskar Reddy Exclusive equitable mortgage created on 26.04.2012 Rs.6,50,00,000/- (Valuation report dated 04.03.2017)
- All that piece and parcel of immovable property being land with building admeasuring an extent of One (01) Acre in Survey No.22, situated at Abbigere Village, Yeshwanthapura Hobli, Bangalore North Taluk, Bangalore Urban District, now within the jurisdiction of Bruhat Bangalore Mahanagara Palike (BBMP) Mrs. Neetha Krishnamurthy Exclusive equitable mortgage created on 11.05.2012 Rs.12,72,00,000/- (Valuation report dated 08.10.2014)
- Total Rs.19,22,00,000/-
- 2. Personal Guarantees of S.Surendra, G.Hari Hara Rao, N.H.Bhaskar Reddy and Mrs. Neetha Krishnamurthy.
- 3. For Cash Credit & Bank Guarantee facilities:
- Pari passu first charge on current assets of the company, both present and future, along with other working capital banks.
- Pari passu second charge on fixed assets (both movable and immovable) of the company, both present and future, along
 with other working capital banks.
- 4. For WCTL-1, WCTL-2, FITL-1 and FITL-2 limits:
- Pari passu first charge on fixed assets (other than exclusively charged assets) of the company's movable and immovable
 properties both present and future for all term loans other than CGTL and such term loans having exclusive charge on
 certain assets.
- Pari passu second charge on current assets of the company, both present and future of the borrower for all term loans other than CGTL.
- 5. Guarantees and Additional security (For Cash Credit, Bank Guarantee, WCTL-1, WCTL-2, FITL-1 and FITL-2):
- Personal guarantee of S.Surendra, G.Hari Hara Rao, S.Papayya.
- Pledge of unencumbered (both present and future) shares held by the promoters (Mrs. N.Swaroopa Rani 41,799 shares) in the company.
- Pledge of shares of all the subsidiaries / associates.
- Corporate Guarantee of SPVs of Coastal Projects Ltd.

R. <u>L&T Infrastructure Finance Company Limited</u>

A first pari passu charge on the fixed assets (other than exclusively charged assets) of the Company's movable and immovable properties both present and future; (Deed of Hypothecation dated 30.05.2014 signed with Security Trustee for movable assets and requisite charges filed for perfection. The Company has insignificant immovable assets of Rs 1.8 Cr, at cost, and hence no mortgage is created.) 2. A second pari passu charge on all the Current Assets both present and future of the Borrower. (Deed of Hypothecation dated 30.05.2014 signed with Security Trustee and requisite charges filed for perfection.) 3. Personal guarantees of Mr. S Surendra, Mr. G Harihara Rao and Mr. S. Papayya. 4. Pledge of 100% unencumbered equity shares of the Borrower owned by the promoters. (Pledge of 41, 799 shares by Ms Swaroopa Rani

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vide pledge agreement dated 30 March 2014 3,52,695 Shares by Mr. S Surendra vide pledge agreement dated 30 May 2014) 5.Exclusive to L&T Infra's facilities: (i) Pledge of 22,85,138 equity shares of the Company already pledged with L&T Infra. (ii) Pledge of 2,36,12,510 shares of Jal Power Corporation, forming 17% of paid up equity capital is available. 6. All cash flows of the company to be routed through the TRA account and all existing escrow accounts with the respective banks / financial institutions to be closed.

S. Oriental Bank of Commerce

Particulars of various securities held by Oriental Bank of Commerce, B/o Jubilee Hills, Hyderabad with respect to the facilities have been detailed below.

Hypothecation of stocks of raw materials, stock-in-process, finished goods, stores & spares and receivables on paripassu basis under Consortium Banking Arrangement for Working Capital Loans.

First pari passu charge on the Fixed Assets (other than exclusively charged assets) of the company's movable and immovable properties both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets.

Mortgages exclusively:

- Land and Building at MCH No.8-2-293/82/J-III/304-O, Plot No.304, Sy. No.403/1 (old) & 120 (new) of Shaikpet (Vil) and 102/1 of Hakimpet (Vil), Jubilee Hills Co-Op Society Ltd. Road No.78, Jubilee Hills, Hyderabad Land measuring 730 Sq Yards of land and Constructed area of 1948 (Basement), 2208 SFT (GF &FF) owned by M/s Coastal Projects Ltd. Valuation of property as per Valuation report dated 16.5.2017 submitted by P.Rajasekhar. Market value Rs.8,50,80,000/- & Realizable value Rs.7,23,18,000/-
- Open Land located at Plot No.306-III, Sy No.403/1 (old) 120 (new), Shaikpet Village, and 102/1, Hakimpet Village, near Padmalaya Studios, Jubilee Hills Co-Op House Building Society Ltd., Hyderabad, Road No.78, Ward No.8, Block No.2 measuring 1066 Sq Yards owned by Mr.S.Papayya.
 - Valuation of property as per Valuation report dated 16.5.2017 submitted by P.Rajasekhar. Market value Rs.8,52,80,000/- & Realizable value Rs.7,24,88,000/-
- 3. Exclusive Charge on Tunnel Boring Machine with Book value of Rs.152.63 Crores.

T. Phoenix ARC Private Limited

Hypothecation: Underlying Equipment (Excavator/Blackhole Loader/ Gantry Cranes/ Concrete Pumps/ DG Sets etc.) and Personal Guarantee of Mr. Surendra

U. Punjab National Bank

Primary For Working Capital Limits: First pari passu charge on the current assets, both present and future of the company. For Term Loans (WCTL I, WCTL II, PD, FITL): First pari passu charge on the fixed assets (other than exclusively charged assets) of the company's movable and immovable properties both present and future for all term loans other than Corporate Guarantee Term loan (CGTL) and such term loans having exclusive charge on certain assets. B. Collateral: Working Capital limits: Second pari - passu charge on fixed assets of the company's movable and immovable properties both present and future; Term Loans (WCTL I, WCTL II, PD and FITL): Second pari passu charge on all the current assets both present and future for all term loans other than CGTL. Common to Both the limits: The exclusive securities including third party collateral created in favor of any lender shall continue to remain exclusive to respective Lenders. In the event of sale of any exclusive security of the company, the same shall be available to the respective lenders for meeting their respective dues and the surplus amount arising out of such sale of exclusive security of the company, shall be available for meeting the dues of the lenders on a pari- passu basis. In the event of release of any exclusive security of the company, the lenders shall have a first pari- passu charge on such security. Corporate Guarantee and pledge of shares of following: Grandeur Power Projects Limited Badao Hydro Power Pvt Ltd Para Hydro Power Pvt Ltd Rebby Hydro Power

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Pvt Ltd Nepal Jalbidyut Pravardhan Tatha Bikas Ltd Corporate guarantee of Coastal Transnational Ventures Limited (CTVL) was also held. Pledge of 100% unencumbered equity shares of the company owned by the promoters / group companies in favor of CDR lenders

V. SBM Bank Mauritius Ltd

Working Capital (FB & NFB)

- · A first pari passu charge on the Current Assets, both present and future of the company, and
- A second pari passu charge on the fixed assets of the company's movable and immovable properties both present and future

All Term Loans (WCTL1 and FITL)

- · A second pari passu charge on the Current assets, both present and future for all term loans other than CGTL
- A first pari passu charge on the Fixed Assets (other than exclusively charged assets), of the company's movable and immovable properties, both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets, and

Common to all Lenders

- The exclusive securities including third party collateral created in favor of any lender shall continue to remain exclusive to respective Lenders
- Pledge of 100% unencumbered equity shares of the company owned by the promoters/ group companies/ Mr. Surendra and Mr. Harihara in favor of Lenders.
- Personal Guarantees of Mr. Surendra, Mr. Harihara Rao for all facilities.
- Pledge of unsecured shares of all subsidiaries/ associates. CTGL shall be an unsecured loan
- In the event of sale of any exclusive security of the company, the same shall be available to the respective Lenders for meeting their respective dues and any surplus amount arising out of such sale of exclusive security of the company, shall be available for meeting the dues of lenders on pari-passu basis
- In the event of release of any exclusive security of the Company, the Lenders shall have a first pari passu charge on such security.
- Corporate Guarantee of all SPVs which are not specifically barred.

W. Siemens Financial Services Private Limited

First and exclusive charge on the Hypothecated Assets

X. The South Indian Bank

- 1. Working Capital (FB & NFB)
 - · A first pari passu charge on the Current Assets, both present and future of the company, and
 - A second pari passu charge on the fixed assets of the company's movable and immovable properties both present and future
- 2. All Term Loans (including FITL/PD/WCTL 1 & 2)
 - A second pari passu charge on the Current assets, both present and future for all term loans other than CGTL
 - A first pari passu charge on the Fixed Assets (other than exclusively charged assets), of the company's movable and immovable properties, both present and future for all term loans other than CGTL and such term loans having exclusive charge on certain assets, and

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- 3. Common to all Lenders
 - The exclusive securities including third party collateral created in favor of any lender shall continue to remain exclusive to respective Lenders
 - Pledge of 100% unencumbered equity shares of the company owned by the promoters/ group companies/ Mr. Surendra and Mr. Harihara in favor of Lenders.
 - Personal Guarantees of Mr. Surendra, Mr. Harihara Rao for all facilities.
 - · Pledge of unsecured shares of all subsidiaries/ associates. CTGL shall be an unsecured loan
 - In the event of sale of any exclusive security of the company, the same shall be available to the respective Lenders for meeting their respective dues and any surplus amount arising out of such sale of exclusive security of the company, shall be available for meeting the dues of lenders on pari-passu basis
 - In the event of release of any exclusive security of the Company, the Lenders shall have a first pari passu charge on such security.
 - Corporate Guarantee of all SPVs which are not specifically barred.

Collateral security (exclusive for TL - 50 crores)

- 1- Residential property 2 acres owned by M.gopal Value as at June-12 Rs 17.4 cr
- 2- Industrial property 1 ac .27 guntas owned by S Ramesh Value as at June-12 Rs 7.21 cr

Y. Standard Chartered Bank

- 1. First pari passu charge on current assets of the company
- 2. First pari passu charge on unencumbered fixed assets of the company
- 3. Personal guarantee of Mr.S.Surendra and Mr. Harihara Rao The charge on current assets and unencumbered fixed assets of the company was created pursuant to execution of supplemental to unattested memorandum of hypothecation dated 28 August 2011. Form 8 was filed with Registrar of Companies, Orissa on 02 September 2011. Letter of personal guarantee was executed by Mr.S.Surendra and Mr. Harihara Rao on 29 August 2011.

Z. State Bank of India

Security for Restructured Term Loans, FITL Facility, Priority Loan and Restructured WCTLs:

- (a) First ranking pari passu charge by way of mortgage over all immovable assets of the Borrower (both present and future)
- (b) First ranking pari passu charge by way of hypothecation over movable fixed assets of the Borrower (both present and future) including but not limited to plant and machineries, machinery spares, tools and accessories.
- (c) Second ranking pari passu charge on the entire Current Assets of the borrower (both present and future)

Security for the Restructured Working Capital facilities:

- (a) First ranking pari passu charge on the entire Current Assets of the Borrower (both present and future)
- (b) Second ranking pari passu charge by way of mortgage over all immovable assets of the borrower (both present and future)
- (c) Second ranking pari passu charge by way of hypothecation over movable fixed assets of the Borrower (both present and future) including but not limited to plant and machineries, machinery spares, tools and accessories.

Security for all the Restructured Facilities:

- (a) Corporate Guarantee and Personal guarantee both in favor of the Security Trustee acting for the benefit of all the CDR
- (b) Pledge of 41,799 equity shares with voting rights held by the pledger (which are the only unencumbered Equity shares as of the date of MRA agreement) in dematerialized form and shall also include any fresh issuance of equity shares to the

ISO-9001:2008, ISO-14001:2004, OHSAS-18001:2007 & SA 8000 Certified Company

Corp. Office: Plot No. 304 - 0, Road No. 78, Film Nagar, Jubilee Hills, Hyderabad - 500 033 T.S. INDIA Ph: +91 40 2331 7444, 4908 7444, Fax: +91 40 2360 6086



- (A Company under Corporate Insolvency Resolution Process vide NCLT Order dated January 05, 2018) pledger/promoters or Mr. S Papayya or any unencumbered Equity Shares which are released subsequent to the date of MRA agreement.
- (c) Pledge of the shares of all subsidiaries/associates of the Borrower.
- (d) Residual charge over Exclusive Security. Further, in the event of sale of any exclusive security of the borrower, the same shall be available to the respective existing lenders for meeting their respective dues and the surplus amount arising out of such sale of Exclusive Security of the Borrower, shall be available for meeting the dues of the existing lenders on a pari passu

basis. In the event of release of any exclusive security of the Borrower, the CDR lenders shall have a first pari passu charge on such security.

Exclusive collateral security for SBI:

- 1. EM of Non-Agricultural land admeasuring 5 Acres 10 Guntas in Sy No. 153 situated at Yelahanka Village, Hobli, Karnataka belonging to Mr. K V Jaya Prakash.
- 2. EM of Non-Agricultural land admeasuring 8 Acres 28 Guntas situated in Sy No. 152 at Yelahanka Village, Karnataka.

Corporate Guarantors:

- 1. Grandeur Power Projects Pvt Ltd
- Rebby Hydro Power Pvt Ltd
- 3. Badao Hydro Power Pvt Ltd
- 4. Coastal Transnational Ventures (CY) Limited
- 5. Para Hydro Power Pvt Ltd
- Nepal Jalabidyut Pravardhan Tatha Bikas Limited

Personal Guarantors:

- 1. Mr. S Surendra
- Mr. G Hari Hara Rao
- 3. Mr. K V Jaya Prakash.

AA. Tata Capital Financial Services Limited

- 1. Hypothecation of Book debts, Receivables, Stocks, and Movable Assets. Security created on 21.07.2011, 27.04.2013, 29.05.2013.
- 2. Pledge of Equity Shares of the Company held by Mr. S. Surendra and Mrs. Santisree. Pledge created on 26.12.2011, 22.03.2012, 28.06.2011.



AB. Yes Bank Limited

- 1. Charge over Current Assets and unencumbered moveable fixed assets of the Corporate Debtor created vide deed of hypothecation.
- 2. Personal Guarantee of the Promoter Mr. Surendra obtained vide letter of continuing guarantee dated February 22, 2008, Supplemental deed of guarantee dated Mar 19, 2008, letter of continuing guarantee dated July 17, 2010, Supplemental deed of guarantee dated June 7, 2011.

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