

Annexure-1

Name of the corporate debtor: TD TOLL ROAD PRIVATE LIMITED

Date of commencement of CIRP: 25th November 2019

List of creditors as on: 9th April 2021

List of secured financial creditors belonging to any class of creditors

(Amount in ₹)

Sl. No.	Name of creditor	Identificati on No.	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 not admitted	Amount claim under verific on
			Date of receipt	Amount claimed	Amount of claim admitted	Nature of claim	Amount covered by security interest	Amount covered by guarantee	Whet her relat ed party ?	% of voting share in CoC					
1	Bank of India	FC – 01		22,11,45,198	22,11,45,198					7.93%	-	-	-	-	
2	UCO Bank	FC – 02		34,97,21,040	34,97,21,040					12.55%	-	-	-	-	
3	PNB(E- Oriental Bank of Commerce	FC – 03		27,83,80,388	27,71,85,753					9.94 %	-	-	11,94,635	-	
4	Canara Bank	FC – 04		74,02,25,002	73,85,50,270					26.49%	-	-	16,74,732	-	
5	Corporation Bank	FC – 05		55,81,55,374	55,70,46,428					19.98%	-	-	11,08,946	-	
6	India Infrastructure Finance Company Ltd.	FC – 06		64,39,01,899	64,39,01,899					23.10 %	-	-	-	-	
	TOTAL			279,15,28,901	2,78,75,50,588					100.00%			39,78,313		

** All Claims admitted based on the books of the Corporate debtor as on Insolvency Commencement date.*

Notes:

1. SECURITY INTEREST OF BANK OF INDIA

2. Hypothecated Assets:

The whole of the Borrower's movables including plant, machinery, equipment, Machinery spares, tools, accessories, vehicles, both present and future, save and except the Project Assets; whether installed or not and whether now lying loose or in cases or which are now lying or to be stored at any whatsoever or be held by any party to the order or disposition of the Borrower or in the course of transit or in high seas or on order or delivery, however and where so ever in the possession of the Borrower and either by way of substitution or addition and the Borrower's other assets, debts, outstanding moneys, Receivables, Accounts, Claims including insurance claims and revenues of whatsoever nature and wherever a including but not limited to out of the Project, and over all cash, cash equivalent and other funds including deposits in all bank accounts of the Borrower by whatever name called.

- i. First mortgage and charge in favour of the Security Trustee for the benefit of the Rupee Lenders, in a form satisfactory to the Rupee Lenders, all the borrower's immovable properties, if any, both present and future, save and except Project Assets;
- ii. A first charge by way of hypothecation in favour of the Security Trustee for the benefit of the Rupee Lenders of all the borrower's movables including movable machinery, machinery spares, equipments, tools and accessories, vehicles, and all other movable assets, present and future save and except the Project Assets;
- iii. An assignment by the borrower of:
 - a. All the borrower's receivables accounts, book debts and all rights and interest present and future;
 - b. The right, title and interest of the borrower by way of first charge into and under all (i) of the project documents and (ii) the guarantees, performance warranties, indemnities and securities that may be furnished in favour of the borrower by the various contractors under project documents such as EPC contract(s), toll collection contract(s), operation and maintenance contract(s), if any, after obtaining written consent of the parties thereto, if necessary.
 - c. The right, title, and interest of the borrower by way of first charge in the other bank accounts; and
 - d. The right, title and interest of the borrower by way of first charge in, to and under all the government approvals, insurance policies, uncalled capital of the borrower.
 - e. A first charge on all intangible assets of the borrower including but not limited to documents of title to goods and other assets, book accounts, outstanding moneys, receivables, claims including insurance claims and revenues of whatsoever nature and wherever a including but not limited to goodwill, Intellectual Property Rights, undertaking and uncalled capital of the borrower in favour of the Security Trustee for the benefit of the Rupee Lenders save and except project assets to be created by the borrower in favour of the Security Trustee for the benefit of the Rupee Lenders or their Security Trustee in respect to the rupee loans, as the rupee lenders may require provided that (a) aforesaid mortgages, charges and assignments shall in all respects rank pari passu with and (b) any mortgages / charges created to be created by the borrower in favour of foreign lenders shall in all respect rank pari passu to the charges/mortgages created to be created by the borrower in favour of the rupee lenders.

b. Negative Lien:



The borrower shall not recognize or register any transfer of shares to the extent of fifty one percent (51%) of the shares held by the Promoters equity capital of the borrower during the currency of the rupee loans and the same shall be reduced to the extent of twenty six percent 26% repayment of seventy five percent 75% of the rupee loans subject to the condition that there is no outstanding event of default.

2. SECURITY INTEREST OF UCO BANK

The Term Debt Facilities (together with all interest, liquidated damages, fees, remuneration payable to the Security Trustee), costs, charges, expenses other monies and all other amounts stipulated and payable to the Lenders shall be secured by

- a) first charge/assignment of all revenues and receivables of the Project Company from the project or otherwise;
- b) Project Company shall open an Escrow Cum Trust & Retention Account with a designated bank, in which all the cash inflows of the project shall be deposited. After allowing for the statutory payments and routine O&M charges the lender shall have the first charge on the Escrow Account;
- c) A first charge on pari-passu basis on all the movable (including receivables) and immovable assets if any of the company (except Project Assets);
- d) A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, undertaking, uncaptured, and Intellectual Property Rights of the Project Company;
- e) Lenders' security package listed in the project Document, including Substitution Rights and termination payments due in respect of the project specified circumstances;

A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paid up share capital of the Project Company. Proportion of equity shares on which the negative lien shall persist for the duration of debt, shall be reduced to 26% of the issued and paid up capital of the project company upon repayment of 75% of envisaged term debt quantum, subject to there being no outstanding event of default. The aforesaid security will rank pari-passu amongst the lenders for the project.

3. SECURITY INTEREST OF ORIENTAL BANK OF COMMERCE

a. Primary:

A first charge/assignment of all revenues and receivables of the Project Company from the project or otherwise; Project Company shall open an Escrow Cum Trust & Retention Account with a designated bank, in which all the cash inflows of the project shall be deposited. After allowing for the statutory payments and routine O&M charges, the Lenders shall have the first charge on the Escrow Account;

- i. A first charge on pari-passu basis on all the movable (including receivables) and immovable assets, if any, of the Company (except project assets);
- ii. A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, underwritten capital, and Intellectual Property Rights of the Project Company;
- iii. Lenders' security package listed in the Project Document, including Substitution Rights and termination payments due in respect of the project in specified circumstances;
- iv. A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paid up share capital of the Project Company. Proportion of equity shares on which the negative lien shall persist for the duration of debt, shall be reduced to 26% of the issued and paid up share capital of the Project Company upon repayment of 75% of the envisaged term debt quantum, subject to there being no outstanding event of default.

The aforesaid security ranks pari-passu amongst the Lenders for the project.



b. Collateral: Corporate Guarantee of Reliance Infrastructure Ltd to the extent of DSR A

4. SECURITY INTEREST OF CANARA BANK

a. Primary:

The Term Debt facilities (together with all interest, liquidated damages, fees, remuneration payable to either the security trustee) costs, charges and other monies and all other amounts stipulated and payable to the lenders are secured by:

- i. A first charge/assignment of all revenues and receivables of the Project Company from the project or otherwise;
- ii. Escrow cum Trust & Retention Account
- iii. A first charge on pari-passu basis on all the movable (including receivables) and immovable assets, if any, of the company (except for assets);
- iv. A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, undistributed capital, and Intellectual Property Rights of the Project Company;
- v. Lenders' security package listed in the project Document, including Substitution Rights and termination payments due in respect of the project specified circumstances;
- vi. A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paid up share capital of the Project Company. Proportion of equity shares on which the negative lien shall persist for the duration of the debt, shall be reduced to 26% of the issued and paid up share capital of the project company upon repayment of 75% of the envisaged term debt quantum, subject to there being no outstanding event of default.

The aforesaid securities are ranking pari-passu amongst the lenders for the project.

b. Collateral: Nil

c. Other Comforts:

- i. Personal Guarantee: Nil
- ii. Corporate Guarantee:

Corporate guarantee in lieu of DSR A was obtained on 26.07.2016 from M/s Reliance Infrastructure Limited (Parent Company) guarantee amount equivalent to sum required for meeting subsequent three months' debt service obligations, i.e., the principal installment of the Project Loan and interest on the Rupee Loan for the period of next three months.

- iii. Post Dated Cheques or any other comfort to be specified: Nil

d. Availability of Export Credit Guarantee Corporation Guarantee / Policy, Credit Guarantee Fund Scheme for Micro & Small Enterprises: Not Applicable

5. SECURITY INTEREST OF CORPORATION BANK

- a. A first pari-passu charge/assignment of all revenues and receivables of the Project Company from the project or otherwise;
- b. A first charge on pari-passu basis on all the movable including receivables and immovable assets, if any, of the company (except Project Assets);
- c. A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, undertaking, intellectual capital, and Intellectual Property Rights of the Project Company;

- d. Lender's security package listed in the Project Document, including Substitution Rights and termination payments due in respect of the project specified circumstances
- e. A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paidup share capital of the project company (Proportion of equity shares on which the negative lien shall persist for the duration of debt, shall be reduced to 26% of the issued and the paid up capital of the project company upon repayment of 75% of the envisaged term debt quantum, subject to there being no outstanding event of default).
- f. First pari-passu charge on Escrow cum Trust& Retention Account, in which all the cash inflows of the project shall be deposited, after allowing for statutory payments and routine O&M charges.

Corporate Guarantee of Reliance Infrastructure Limited whose Net-worth of Rs.20981.45 Crore as per Sanction Letter dt 01st Mar. 2018. How Corporate guarantee in lieu of DSRA was obtained on 26.07.2016 from M/s Reliance Infrastructure Limited (Parent Company) guaranteeing an amount equivalent to sum required for meeting subsequent three month's debt service obligations, i.e., the principal installment of the Rupee Loan and in on the Rupee Loan for the period of next three months.

(Note of RP: In Form C, Corporate guarantee was mentioned as Rs. 20981.45 Crore)

6. SECURITY INTEREST OF INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED

- a. A first mortgage and charge in favour of the Security Trustee for the benefit of the Rupee Lenders of all the Borrowers immovable properties, in both present and future, save and except project assets
 - b. A first charge by way of hypothecation in favour of the Security Trustee of all the Borrowers movable properties, moveable machinery, machineries, equipment, tools and accessories, vehicles and all other moveable assets, both present and future, save and except Project assets
 - c. An assignment by the borrower of:
 - i. All the Borrowers receivables, accounts, book debts and all rights and interest present and future
 - ii. The right, title, and interest of the borrower by way of first charge into and under all (a) of the project documents (b) the guarantee performance warranties, indemnities and securities that may be furnished in favour of the borrower by the various contractors under the project documents such as EPC contracts, toll collection contract(s), operation and maintenance contract(s)
 - iii. The right, title, and interest of the borrower by way of first charge in other bank accounts
 - iv. The right, title, and interest of the borrower by way of first charge in, to and under all the government approvals, insurance policies and undivided capital of the Borrower
 - v. A first charge on all intangible assets of the Borrower including but not limited to goodwill, undertaking and uncalled capital of the Borrower
- Negative lien – Borrower shall not recognize or register any transfer of shares to the extent of 51% of the shares held by the promoters in the equity capital of the borrower.

