IN THE MATTER OF CORPORATE INSOLVENCY RESOLUTION PROCESS OFTD TOLL ROADPRIVATE LIMITED (CIN:U45400MH2007PTC169141) LIST OF CREDITORS

Summary as on 9th April 2021

Filing under clause (ca) of sub-regulation (2) of regulation 13 the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

No.		1	2	ω	4	S	6	7	∞	9	
Category of creditor		Secured financial creditors belonging to any class of creditors	Unsecured financial creditors belonging to any class of creditors	Secured financial creditors (other than financial creditors belonging to any class of creditors)	Unsecured financial creditors (other than financial creditors belonging to any class of creditors)	Operational creditors (Workmen)	Operational creditors (Employees)	Operational creditors (Government Dues)	Operational creditors (other than Workmen and Employees and Government Dues)	Other creditors, if any, (other than financial creditors and operational creditors)	Total
Summau	No. of	6		1	ı	-	1	ı	2	ŧ	8
Summary of claims received		279,15,28,901	1	1	ı	1	1	ı	116,95,21,697		3,96,10,50,598
Summary of claims admitted	No. of	6	ı	-	ı	1	ı	1	1	,	7
of claims	Amount of claims	2,78,75,50,588	1	ı	ı	ı		1	5,24,95,228	ı	2,84,00,45,816
Amount of contingent claims		1	ı	1	1	ı	í	ı	,	ı	
Amount of claims not admitted		39,78,313	1	ı	1	ı		•	111,70,26,469	ı	112,10,04,782
Amount of claims under verificati on		ı	I	1			ı	•	ı	ı	1
Details in Annexure		1							∞		
Rem							:			IEND .	S & 2

Annexure-1 Name of the corporate debtor:TD TOLL ROAD PRIVATE LIMITED Date of commencement of CIRP25Th November 2019 List of creditors as on:9TH April 2021

List of secured financial creditors belonging to any class of creditors

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	Name of Identificati Date of Amount California PC - 01 22,11,45,198 2,11,45,198 PNB(E- Comparite Bank of Easila EC - 02 34,97,21,040 27,83,80,388 27,71,85,753 Bank of B		39,78,313			100.00%					279,15,28,901 2,78,75,50,588	279,15,28,901			TOTAL	
Part	Name of Identificati Creditor Identificati Creditor Identificati Id														Company Ltd.	
Name of Identificati Creditor Identificati	Name of Identificati Caronito Identificati Identif														re Finance	
Name of cereditor Commerce	Details of claim	1	t	. 1	ı	23.10 %					64,39,01,899	64,39,01,899		FC – 06	India	6
Name of Identificati Name of Nature of	Name of Identificati														Bank	1
Name of Identificati Cereditor on No. Date of Calaimed	Name of Identificati Details of claim Details of claim Calaim	•	11,08,946	-	1	19.98%	-				55,70,46,428	55,81,55,374		FC - 05	Corporation	5
Name of Identificati creditor on No. Name of Identificati creditor on No. Date of India India Parcely admitted India Parcely and India P	Details of claim Details of claim Community Co														Bank	
Details of claim Details of contingent Details of claim Details of claim Details of contingent Details of contingent Details of contingent Details of contingent Details of claim Details of claim Details of contingent Details of claim	Name of Identificati Details of claim Covered by Claim Covered Covered by Claim Claim Covered Cove		16,74,732	-	1	26.49%					73,85,50,270	74,02,25,002		FC - 04	Canara	4
Name of creditor on No. Date of claim received admitted calaim creditor on No. Date of India Details of claim creditor on No. Date of Claim claim claim admitted claim admitted claim admitted by covered by India India Oriental Bank of FC - 02 34,97,21,040 34,97,21,040 5 Criental Bank of FC - 03 27,83,80,388 27,71,85,753 5 Criental Bank of Countric and manual of Amount of Covered by Covered State in CoC Covered State	Name of Identificati Cereditor on No. Date of claim received Details of claim Details of claim Amount of on No. Date of creceived Amount of on No. Date of claimed admitted Amount of by claim security guarantee party of purpose of purp												-		Commerce	
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Name of creditor on No. Date of claim receipt Claim creditor receipt Claim claim receipt Claim Claim claim claim receipt Claim claim claim security guarantee party covered by Pank of PC-01 22,11,45,198 22,11,45,198 Details of claim any mutual Amount of admitted to admitted claim security guarantee party covered by party covered by party covered by party covered claim interest interest case of the party covered claim contingent may be set-admitted covered by party covered by ed share in CoC covered contingent may be set-admitted covered by covered by ed share in CoC contingent may be set-admitted covered by covered by ed share in CoC contingent may be set-admitted covered by covered by ed share in CoC contingent may be set-admitted covered by covered by ed share in CoC contingent may be set-admitted covered by covered by covered by ed share in CoC contingent may be set-admitted covered by covered contingent may be set-admitted covered by covered by covered by covered by covered by covered contingent may be set-admitted covered by covered contingent may be set-admitted covered by cove	Pame of creditor Date of claim Details of claim Details of claim Details of claim Amount of creditor Date of claim Cla														India	
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Name of creditor received received ldentificati received admitted laim receipt claim receipt claimed admitted laim receipt claimed admitted laim security guarantee loss admitted laim later of loss plant admitted laim later of loss plant later	Name of creditor Name of creditor Details of claim Amount of admitted Amount of claim of claim Amount of claim Amount of claim of claim Claim claim security guarantee Amount of claim security guarantee Amount receipt covered by guarantee						party ?		A Thirty See							
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Amount of Amount	(Amount of Amount of Amoun	undei verifica on	claim not admitted	dues, that may be set- off	of contingent claim			f claim tred	Details o admii			ills of claim received	Deta			City (all the con-
		Amount	Amount of	Amount of	Amount											

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

Notes

SECURITY INTEREST OFBANK OF INDIA

a. Hypothecated Assets:

debts, outstanding moneys, Receivables, Accounts, Claims including insurance claims and revenues of whatsoever nature and wherever a howsoever and where so ever in the possession of the Borrower and either by way of substitution or addition and the Borrower's other assets 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 del 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 by whatever name called. 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 Borr The whole of the Borrower's movables including plant, machinery, equipment, Machinery spares, tools, accessories, vehicles, both present and f

- all the borrower's immovable properties, if any, both present and future, save and except Project Assets; First mortgage and charge in favour of the Security Trustee for the benefit of the Rupee Lenders, in a form satisfactory to the Rupee Lend
- : properties including movable machinery, machinery spares, equipments, toolsandaccessories, vehicles, and all other movable assets, 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 present and future save and except the Project Assets;
- iii. An assignment by the borrower of:
- All the borrower's receivables accounts, book debts and all rights and interest present and future
- Ġ 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. written consent of theparties thereto, if necessary. project documents such as EPC contract(s), toll collection contract(s), operation and maintenance contract(s), if any, after obtaining performance warranties, indemnities and securities that may be furnished in favour of the borrower by the various contractors und
- 9 9 The right, title, and interest of the borrower by way of first charge in the other bank accounts; and
- The right, title and interest of the borrower by way of first charge in, to and under all the government approvals, insurance policie uncalled capital of the borrower.
- Ō aforesaid mortgages, charges and assignments shall in all respects rank paripassuinterse and (b) any mortgages / charges created to be c accounts, outstanding moneys, receivables, claims including insurance claims and revenues of whatsoever nature and wherever a A first charge on all intangible assets of the borrower including but not limited to documents of title to goods and other assets, book by the borrower in favour of foreign lenders shall in all respect rank paripassu to the charges/mortgages created to be created by the boy the benefit of the Rupee Lenders or their Security Trustee in respect to the rupee loans, as the rupee lenders may require provided that Trustee for the benefit of the Rupee Lenders save and except project assets to be created by the borrower in favour of the Security Trust including but not limited to goodwill, Intellectual Property Rights, undertaking and uncalled capital of the borrower in favour of Se

b. Negative Lien:



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. 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

2. SECURITY INTEREST OF UCO BANK

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

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

capital of the project company upon repayment of 75% of envisaged term debt quanta, subject to there being no outstanding event of default. 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 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 Com The aforesaid security will rank pari-passu amongst the lenders for the project

3. SECURITY INTEREST OF ORIENTAL BANK OF COMMERCE

a. Primary:

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

- A first charge on pari-passu basis on all the movable (including receivables) and immovable assets, if any, of the Company (except p
- A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, undert uncalled capital, and Intellectual Property Rights of the Project Company;
- Ξ: Lenders' security package listed in the Project Document, including Substitution Rights and termination payments due in respect of the P in specified circumstances
- <u>.</u> share capital of the Project Company upon repayment of 75% of the envisaged term debt quanta, subject to there being no outstanding ev 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 personance of the control of the con A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paid up share capital of the ProjectCom

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



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

SECURITY INTEREST OF CANARA BANK

4.

a. Primarv:

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

- A first charge/assignment of all revenues and receivables of the Project Company from the project or otherwise
- i. Escrow cum Trust& Retention Account
- A first charge on pari-passu basis on all the movable (including receivables) and immovable assets, if any, of the company (except p assets);
- A first charge on pari-passu basis on all intangible assets (other than project assets) including but not limited to the goodwill, underto uncalled capital, and Intellectual Property Rights of the Project Company;
- ۲. 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 Com event of default paid up share capital of the project company upon repayment of 75% of the envisaged term debt quanta, subject to there being no outsta 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 ar

The aforesaid securities are ranking paripassu amongst the lenders for the project.

b. Collateral: Nil

:. Other Comforts:

i. Personal Guarantee: Nil

ii. Corporate guarantee:

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

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

SECURITY INTEREST OF CORPORATION BANK: Availability of Export Credit Guarantee Corporation Guarantee / Policy, Credit Guarantee Fund Scheme for Micro & Small Enterprise: N

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



Lender's security package listed in the Project Document, including Substitution Rights and termination payments due in respect of the project

Ġ.

- 9 A negative lien in respect of the shares held by the Promoters representing 51% of the issued and paidup share capital of the project com capital of the project company upon repayment of 75% of the envisaged term debt quantum, subject to there being no outstanding event of default) (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
- ij statutory payments and routine O&M charges. 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

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. Corporate guarantee in lieu of DSRA was obtained on 26.07.2016 from M/s Reliance Infrastructure Limited (Parent Company) guaranteeing an an Corporate Guarantee of Reliance Infrastructure Limited whose Net-worth of Rs.20981.45 Crore as per Sanction Letter dt 01st Mar. 2018. How

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

9 SECURITY INTEREST OF INDIA INFRASTRUCTURE FINANCE COMPANY LIMITED

- both present and future, save and except project assets A first mortgage and charge in favour of the Security Trustee for the benefit of the Rupee Lenders of all the Borrowers immovable properties, i
- Ģ spares, equipment, tools and accessories, vehicles and all other movableassets, both present and future, save and except Project assets A first charge by way of hypothecation in favour of the Security Trustee of all the Borrowers movable properties, movable machinery, mach
- c. An assignment by the borrower of:
- All the Borrowers receivables, accounts, book debts and all rights and interest present and future
- The right, title, and interest of the borrower by way of first charge into and under all (a) of the project documents (b) the guaradocuments such as EPC contracts, toll collection contract(s), operation and maintenance contract(s) performance warranties, indemnities and securities that may be furnished in favour of the borrower by the various contractors under the p
- iii. The right, title, and interest of the borrower by way of first charge in other bank accounts
- <u>۱۷</u> The right, title, and interest of the borrower by way of first charge in, to and under all the government approvals, insurance policies and under the government approvals.
- 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 A first charge on all intangible assets of the Borrower including but not limited to goodwill, undertaking and uncalled capital of the Borrow



Annexure – 8

Name of the corporate debtor: TD TOLL ROADPRIVATE LIMITED

Date of commencement of CIRP: 25th November 2019

List of creditors as on: 9th April 2021

List of operational creditors (Other than Workmen and Employees and Government Dues)

P 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					-
SI. Name of No. creditor		1 Markolines Traffic Control	Private Limited	2 National Highways Authority of India	TOTAL
i Identificati n No.	TEN SIDE	1es -		y	
	Date of receipt	1		ı	
Details of claim received	Amount claimed	7,59,10,308		109,36,11,389	116.95.21.69
	Amount of claim admitted	7,59,10,308 5,24,95,228		-	116.95.21.697 5,24.95.228
Details of claim admitted	Nature of claim	•			
	Amount covered by security interest	1		t	
	Amount covered by guarantee			ı	
	Wheth er relate d party?				
	% of voting share in CoC	ı		ı	
of contingen t claim		1		ı	
of any mutual contingen dues, t claim that may be set-off		1		ı	-
claim not admitted		2,34,15,080		109,36,11,389	111,70,26,469
of claim under verificatio		ı		-	

Note; We have not received claim from EPC Contractor.

