

## List of Creditors

### List of claims received & admitted up to Sep12 2018 from Financial Creditors

S. No.	Name	Amount of Claim (INR Crs.)	Admitted Amount (INR Crs.)*
1	Power Finance Corporation Limited	1,413.7	1,413.7
2	State Bank of India	988.1	988.1
3	Bank of Baroda	392.2	390.2
4	Punjab National Bank	340.3	337.7
5	Corporation Bank	282.1	281.1
6	Bank of India	145.7	144.9
7	United Bank of India	136.8	136.8
8	Vijaya Bank	132.0	132.0
9	Indian Bank	121.8	121.0
10	Phoenix ARC	28.6	28.6
	<b>Total</b>	<b>3,981.3</b>	<b>3,974.1</b>

\*The Financial Creditors and Claims is subject to further verification of related party status of the claimants from the perspective of the Insolvency and Bankruptcy Code, 2016.

\*The Financial Creditors and the amount of admitted claims is subject to further verification of documents/books of the Corporate Debtor. Since, as on date the IRP has not been able to get the control and custody of the office, assets and books of the Corporate Debtor and accordingly an application under Section 19 of the Insolvency and Bankruptcy Code, 2016 has been filed with the Hon'ble Tribunal.

**SECURITY INTEREST OF FINANCIAL CREDITORS IN EAST COAST ENERGY  
PRIVATE LIMITED<sup>1</sup>**

Sr. No.	FINANCIAL CREDITOR	NAME OF THE SECURITY DOCUMENT	PARTICULARS OF COMMON SECURITY
1.	Power Finance Corporation Limited	Deed of Mortgage dated September 17, 2010 executed between East Coast Energy Private Limited (“ <b>Borrower</b> ” or “ <b>Corporate Debtor</b> ”) and Power Finance Corporation Limited (“ <b>Security Agent</b> ”), for creating mortgage of freehold non-agricultural land admeasuring 176.00 sq mtrs forming part of Survey Nos. 332A+334A+338A all of MoujeZaap of Sudhagad Taluka District, Raigad, Maharashtra.	First <i>pari passu</i> charge/assignment/mortgage/hypothecation over:
2.	Bank of Baroda		i. all the rights, title, interest and benefit in respect of the Mortgaged Property as provided in Schedule II of the Deed of Mortgage.
3.	Bank of India		ii. all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Project Documents; duly acknowledged and consented to by the relevant counterparties to such project documents, all as amended, varied or supplemented from time to time.
4.	Corporation Bank		iii. all rights, title, interest, benefits, claims and demands whatsoever of the Borrower in the Clearances.
5.	Indian Bank		iv. all right, title, interest, benefit, claims and demands whatsoever of the Borrower in any letter of credit, guarantee or performance bond provided by any party to the Project Documents.
6.	Punjab National Bank		v. all the rights, titles, claims, interest and demands of the Borrower in respect of the Insurance Contracts, both present and future. .
7.	State Bank of India		vi. all rights, titles, interest and benefits of the Borrower in plant and machinery, whether immoveable or moveable as also tangible and intangible moveable assets, both present and future.
8.	Vijaya Bank		vii. all rights, titles, interest, benefits, claims and demands of the Borrower’s bank account including without limitation the Accounts and the accounts to be created by the Borrower under any Project Document or contract together with Permitted Investments.
9.	United Bank		viii. all amounts owing to and received and/or receivable by the Borrower including
10.	Phoenix ARC Private Limited		

<sup>1</sup> This list of securities is solely based on the details provided in Form C of the respective Financial Creditors and the documents attached thereto.

			<p>book debts and receivables, undertaking of the Borrower and all rights, titles, interest, benefits, claims and demands of the Borrower, in respect of all amount owing to, and received and/or receivable by the Borrower in relation to the Project including book debts and receivables, both present and future.</p>
		<p>Memorandum of Entry dated September 21, 2010 executed by Shri M Chittaranjan Kumar, Director on behalf of the Corporate Debtor in favour of the Security Agent.</p>	<p>Mortgage by deposit of title deeds of immoveable properties of the Corporate Debtor situated at Pothnaidupeta, Kotapadu, Vadditandra, Akasalakkavram and Kakarapalli, Santhabommali Mandal, Srikakulam District in the state of Andhra Pradesh admeasuring 2050.00 Acres together with all building and structures standing thereon or to be erected and the plant and machinery attached to the Earth or permanently fastened to anything attached to the Earth, both present and future.</p>
		<p>Memorandum of Entry dated October 15, 2015 executed by the Corporate Debtor in favour of the Security Agent.</p>	<p>Mortgage by deposit of title deeds in respect of Corporate Debtor's immoveable properties comprising of (i) Private land measuring 36.1925 acres situated in Santhabommali and Kotabommali Mandal in the district of Srikakulam in the state of Andhra Pradesh, and (ii) APIICL Land (Government Land) admeasuring 10.75 acres in the district of Srikakulam, State of Andhra Pradesh situated in survey number 550 of Kakarapalli Village, Santhabommali Mandal, Srikakulam District, Andhra Pradesh.</p>
		<p>Memorandum of Deposit of Title Deeds dated October 28, 2015 executed by Corporate Debtor, in favour of the Security Agent.</p>	<p>Mortgage by way of deposit of title deeds in relation to creation of mortgage of APIICL land and private land situated at Srikakulam District, State of Andhra Pradesh.</p>
		<p>Unattested Memorandum of Hypothecation dated September 20, 2010 executed by the Corporate Debtor in favour of Security Agent.</p>	<p>Creation of <i>pari-passu</i> charge in favour of the lenders by way of Hypothecation of <i>inter-alia</i>:</p> <ol style="list-style-type: none"> <li>1. all the Borrower's movable assets including movable plant and machinery, machinery spares, tools and accessories, furniture, fixtures, vehicles and all other movable assets, intangibles, goodwill, uncalled capital, present and future, relating to the Project.</li> </ol>

			<p>2. all Current assets including book debts and receivables, present and future, pertaining to the Project.</p> <p>3.all the LCs and any other bank account relating to the Project, present and future, the Trust and Retention Accounts, DSRAs and all the cash flow of the project including balance equity, any other project related revenues/receipts flowing through the TRA set-up maintained for the Project, present and future.</p> <p>4. all intangible assets of the Borrower including goodwill and trademark.</p> <p>5. all products of, income from and proceeds of sale or other disposition of and any rights, easements, benefits, agreements, indemnities.</p>
		Deed of Pledge dated September 21, 2010 executed by Asian Genco Pte Limited, Athena Infraprojects Private Limited, Abir Hydro Power Private Limited, Abir Infrastructure Private Limited, Cobalt Power Private Limited and Athena Energy Ventures Private Limited (“ <b>Pledgors</b> ”) in favour of Security Agent and confirmed by the Corporate Debtor.	Pledge of shares aggregating to 41,92,58,276 representing atleast 51% of shareholding of Pledgors in favour of the Consortium Lenders.
		Supplemental Deed of Pledge dated December 18, 2015 executed by Pledgors in favour of the Security Agent and confirmed by the Corporate Debtor.	Pledge of additional 9,91,50,835 shares by the Pledgors representing 74% of the issued and paid up share capital infused towards project equity by the Pledgors in favour of Consortium Lenders.
		Deed of Corporate Guarantee dated February 09, 2016 executed by Athena Energy Ventures Private Limited (“ <b>AEVPL</b> ”) in favour of Power Finance Corporation Limited.	AEVPL guaranteed the payment obligations of the Corporate Debtor under the Common Loan Agreement

		Share Subscription, Retention and Undertaking Agreement dated September 08, 2010 executed by Shareholders along with the Corporate Debtor in favour of the Security Agent	Undertaking in relation to subscription to the Project Equity Capital to the extent of Rs. 1,643 Crores in favour of the Lenders.

**Note:** As per the documents provided to us by PFC, we understand that security has also been created vide execution of Memorandum of Entry dated September 21, 2010, October 15, 2015 and October 28, 2015. The same, however, are not included in Form C of Indian Bank provided to us.

**Note:** As per the documents provided to us by PFC, we understand that security has also been created vide execution of Memorandum of Entry dated September 21, 2010 and October 15, 2015. The same, however, are not included in Form C of Punjab National Bank provided to us.

**Note:** As per the details of the Security provided in Form C of Punjab National Bank, there is a pledge of 51% of promoters equity shares of Corporate Debtor. However, upon perusal of Supplemental Deed of Pledge dated December 18, 2015, we understand that Punjab National Bank is a part of the Consortium and there has been a pledge of additional 9,91,50,835 shares by the Pledgors representing 74% of the issued and paid up share capital infused towards project equity by the Pledgors in favour of Consortium Lenders.

**Note:** Form C of Punjab National Bank provides for counter indemnity from the Borrower in the list of securities. However, we are not in receipt of any document to this effect.

**Note:** As per the details of the Security provided in Form C of State Bank of India, there is a pledge of 51% of promoters equity shares of Corporate Debtor. However, upon perusal of Supplemental Deed of Pledge dated December 18, 2015, we understand that State Bank of India is a part of the Consortium and there has been a pledge of additional 9,91,50,835 shares by the Pledgors representing 74% of the issued and paid up share capital infused towards project equity by the Pledgors in favour of Consortium Lenders.

### EXCLUSIVE SECURITY OF INDIAN BANK

Sr. No.	FINANCIAL CREDITOR	NAME OF THE SECURITY DOCUMENT	PARTICULARS OF SECURITY
1.	Indian Bank	Agreement for Hypothecation of Movables dated October 28, 2014 by Corporate Debtor in favour of Indian Bank	Hypothecation of the following items in favour of the Indian Bank by way of first charge as security for the loans: i. Vehicles existing and/or those to be purchased out of bank's finance ii. Plant and machinery which are now in possession of the Borrower and/or to be purchased out of the bank's finance. iii. Goods, produce and merchandise stored in the premises at Kakorapalli Village, Srikakulam District in the state of Andhra Pradesh iv. Consumer durables to be purchased out of bank's loan v. Book debts, outstanding monies, recoverable claims, bills, contracts, engagement, securities, investments, rights and assets.
		Counter Guarantee executed in favour of Indian Bank by Director of the Corporate Debtor	Guarantee of an amount aggregating to Rs 50 Crores in favour of the Bank.
			As per the list of Security as provided in Form C, the BG facility is secured by way of first pari-passu charge on the project assets present and future of the Corporate Debtor comprising immovable properties, movable fixed assets including plant and machinery pertaining to the project, assignment of all rights, titles, interest, claims and demand of the Borrower in the project documents.