



Project Icarus

Supplementary Report (Report 2.0) on special audit of IL&FS Transportation Networks Limited ('ITNL') and its Special Purpose Vehicles ('SPVs')

This report contains additional observations identified post-release of Report 1.0 dated 20 December 2019. We have not highlighted or repeated the observations which were stated in Report 1.0.

Private and Confidential

16 February 2022

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1 Introduction

1.1 Background

- IL&FS Group is an Indian infrastructure development and finance company that was founded in 1987 with equity from Central Bank of India ('CBI'), Unit Trust of India ('UTI'), and Housing Development Finance Corporation Limited ('HDFC') to fund infrastructure projects. Its central mandate is catalyzing the development of innovative, world-class infrastructure in India. IL&FS Limited is a core investment company and serves as the holding Company of IL&FS Group.
- IL&FS has institutional shareholders, including Life Insurance Corporation of India ('LIC'), ORIX Corporation of Japan ('ORIX') and Abu Dhabi Investment Authority ('ADIA'), and State Bank of India ('SBI'). As per the published financial statement of IL&FS Limited as on 31 March 2018, LIC and ORIX are the largest shareholders in IL&FS Group with their shareholding at 25.34 % and 23.54%, respectively. The other prominent stakeholders include ADIA (12.56%), HDFC (9.02%), CBI (7.67%) and SBI (6.42%). As on 31 March 2018, IL&FS Group operates with at least 24 direct subsidiaries, 135 indirect subsidiaries, six joint ventures, four associate companies and has a debt of approximately INR 91,000 crs.
- Key areas of the Balance sheet of Consolidated Financial Statement of IL&FS Group as on 31 March 2018:

Key areas of liabilities	Amount (INR in crs)	Key areas of assets	Amount (INR in crs)
Borrowings	91,091	Fixed Assets	51,297
Other liabilities ¹	15,392	Other Assets ²	26,907
Shareholder funds and minority interest	9,331	Loans and advances	20,301
		Cash and cash equivalent	10,647
		Investments	6,662
Grand Total	1,15,814	Grand Total	1,15,814

- As per media reports, the IL&FS group, which has over INR 91,000 crs in debt, is facing a severe liquidity crisis. During the period July 2018 to September 2018, two of IL&FS Group's subsidiaries reported having trouble paying back loans and inter-corporate deposits to financial

¹ Note: Other liabilities include long term provisions, trade payables, other current liabilities, short term provisions.

² Note: Other assets include receivables against service concession arrangements, goodwill on consolidations, deferred tax assets, other non-current assets, trade receivables, other current assets.

institutions/lenders. In July 2018, the road arm of IL&FS Group was having difficulty in making repayments due on its bonds.

- Further, in early September 2018, one of IL&FS Group's subsidiaries could not repay a short-term loan of INR 1,000 Crs taken from Small Industries Development Bank of India ('SIDBI'). Also, the other group companies defaulted in repayments of various short and long-term deposits, inter-corporate deposits, and commercial papers.
- Based on the directions issued by the Hon'ble National Company Law Tribunal – Mumbai ('NCLT') on 01 October 2018, a new Board of Directors ('BOD') was reconstituted under the chairmanship of Mr. Uday Kotak.
- Given the backdrop, the reconstituted Audit Committee of IL&FS Limited, on behalf of the BOD, appointed Grant Thornton Bharat LLP (formerly known as Grant Thornton India LLP) via Engagement Letter ('EL') dated 28 January 2019 to conduct a special audit for all high-value transactions undertaken by IL&FS Limited and a few of its group companies for the period commencing from 01 April 2013 to 30 September 2018 ('Review Period').
- While conducting the special audit, GT has adopted a risk-based approach, focusing on the business areas and periods in which the most significant issues have been identified.

1.2 Scope of Work

- Based on the Engagement Letter ('EL') dated 28 January 2019, the objectives of the assignment as approved by the Audit Committee for the review period ('01 April 2013 to 30 September 2018'), were as follows:
 - Identifying siphoning and/or misuse of funds, suspect transactions, and fraudulent transactions, and
 - Further, if siphoning and/or misuse of funds, suspect transactions, and fraudulent transactions are identified, then:
 - Identify the modus operandi;
 - Identify and fix the responsibility; and
 - Quantify the financial loss
- Note: The transaction testing procedures were performed considering the concept of materiality (importance – high-value transaction).

2 Overview of ITNL

2.1 Background of ITNL

- IL&FS Transportation Networks Limited ('ITNL') is a public limited company incorporated in India on 29 November 2000 under The Companies Act, 1956. The registered address of ITNL is The IL&FS Financial Center, Plot C-22, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051.
- ITNL is a subsidiary of IL&FS Limited. It is a developer, operator, and facilitator of surface transportation infrastructure projects, taking projects from conceptualization through commissioning to operations and maintenance under public to private partnership on a build-operate-transfer ('BOT') basis in India. ITNL is one of India's largest BOT road asset owners, with approximately 13,100 lane km in its portfolio.
- Shareholding pattern of ITNL (in %):

#	Shareholders	FY 2013-14	FY2014-15	FY 2015-16	FY 2016-17	FY 2017-18
1	IL&FS Limited	69.49	69.49	71.92	71.92	71.92
2	IL&FS Financial Services Limited	1.26	1.30	1.30	1.30	1.30
3	Trustees of IL&FS Employees Welfare Trust	1.71	-	-	-	-
4	Public	27.54	29.21	26.78	26.78	26.78
	Total	100.00	100.00	100.00	100.00	100.00

2.2 Key information of ITNL

- Key areas of the Consolidated Balance Sheet of ITNL as on 31 March 2018³:

Key areas (Liabilities)	Amount (INR in crs)	Key areas (Assets)	Amount (INR in crs)
Borrowings	29,612	Loans	948
Shareholders' funds	4,862	Investments	2,639
Other liabilities ⁴	12,723	Other Assets ⁵	42,297
		Trade Receivables	1,313
Total	47,197	Total	47,197

- Key areas of the consolidated statement of profit and loss for the Review Period of ITNL (INR in crs):

Key areas of the statement of profit and loss from 01 April 2013 to 31 March 2018	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18⁶
Total Income	6,802	6,501	8,264	8,402	9779
Construction cost and operating expenses	3,634	3,135	4,123	3,498	4,120
Finance cost	1,471	1,833	2,531	3,086	3,749
Profit / (Loss) Before Tax	483	480	429	220	228

³ As the financial statements for half year ended 30 September 2018 are unaudited, we have considered audited financial statements for the year ended 31 March 2018.

⁴ Other Liabilities includes Other financial liabilities (excluding current maturities of long term debt), short term & long term provisions, trade payables and other current & non-current liabilities.

⁵ Other Assets include fixed assets, other financial assets, deferred tax assets, non-current tax assets, cash and bank balances, other non-current and current assets, assets held for sale and inventories.

⁶ As the financial statements for half year ended 30 September 2018 are unaudited, we have considered audited financial statements for the year ended 31 March 2018.

- Key areas of the standalone Balance Sheet of ITNL as on 31 March 2018⁷:

Key areas (Liabilities)	Amount (INR in crs)	Key areas (Assets)	Amount (INR in crs)
Borrowings	13,499	Loans	5,682
Shareholders' funds	3,076	Investments	5,377
Other liabilities ⁸	2,820	Other Assets ⁹	5,191
		Trade Receivables	3,145
Grand Total	19,395	Grand Total	19,395

- Key areas of the standalone statement of profit and loss for the Review Period of ITNL (INR in crs):

Key areas of the statement of profit and loss from 01 April 2013 to 31 March 2018	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18¹⁰
Total Income	3,672	3,882	5,262	4,401	4,709
Construction cost and operating expenses	2,622	2,515	3,482	2,640	2,334
Finance cost	520	738	1,102	1,378	1,642
Profit / (Loss) Before Tax	323	384	251	196	332

⁷ As the financial statements for half year ended 30 September 2018 are unaudited, we have considered audited financial statements for the year ended 31 March 2018.

⁸ Other Liabilities includes Other financial liabilities (excluding current maturities of long term debt), short term & long term provisions, trade payables and other current & non-current liabilities.

⁹ Other Assets include fixed assets, other financial assets, deferred tax assets, non-current tax assets, cash and bank balances, other non-current and current assets, assets held for sale and inventories.

¹⁰ As the financial statements for half year ended 30 September 2018 are unaudited, we have considered audited financial statements for the year ended 31 March 2018.

- Details of Board of Directors of ITNL during the Review Period:

#	Name of Directors	Designation	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
1	Deepak Dasgupta	Non-Executive Chairman	✓	✓	✓	✓	✓	✓ ¹¹
2	Ramesh Chandra Sinha	Non-Executive Director	✓	✓	✓	✓	✓	✓ ¹²
3	Harcharansingh Pratapsingh Jamdar	Non-Executive Director	✓	✓	✓	✓	✓	✓ ¹³
4	Deepak Madhav Satwalekar	Non-Executive Director	✓	✓	✓	✓ ¹⁴	-	-
5	Ravi Ramaswamy Parthasarathy	Non-Executive Director	✓	✓	✓	✓	✓	✓ ¹⁵
6	Hari Sankaran	Non-Executive Director	✓	✓	✓	✓	✓	✓ ¹⁶
7	Arun Kumar Saha	Non-Executive Director	✓	✓	✓	✓	✓	✓ ¹⁷
8	Pradeep Puri	Non-Executive Director	✓	✓	✓	✓	✓ ¹⁸	-
9	Vibhav Ramprakash Kapoor	Non-Executive Director	✓	✓	✓	✓ ¹⁹	-	-

¹¹ Deepak Dasgupta ceased to be the director on 31 March 2019

¹² Ramesh Chandra Sinha ceased to be the director on 31 March 2019

¹³ Harcharansingh Pratapsingh Jamdar ceased to be the director on 31 March 2019

¹⁴ Deepak Madhav Satwalekar ceased to be the director on 09 August 2016

¹⁵ Ravi Ramaswamy Parthasarathy ceased to be the director on 21 July 2018

¹⁶ Hari Sankaran ceased to be the director on 01 October 2018

¹⁷ Arun Kumar Saha ceased to be the director on 01 October 2018

¹⁸ Pradeep Puri ceased to be the director on 20 November 2017

¹⁹ Vibhav Ramprakash Kapoor ceased to be the director on 12 September 2016

#	Name of Directors	Designation	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
10	Karunakaran Ramchand	Managing Director	✓	✓	✓	✓	✓	✓ ²⁰
11	Mukund Gajanan Sapre	Executive Director	✓	✓	✓	✓	✓	✓ ²¹
12	Neeru Singh	Non-Executive Director	-	✓	✓	✓	✓	✓ ²²

- Based on the information provided to us by the representatives of ITNL and its SPVs, details of Special Purpose Vehicles ('SPVs') / projects in the scope of work are as follows:

#	Name of the SPVs / projects	Start date of the project	End date of the project	Estimated Total Cost (INR in crs)
1	Chenani Nashri Tunnelway Limited ('CNTL')	23 May 2011	08 Mar 2017	3,720.00
2	Srinagar Sonmarg Tunnelway Limited ('SSTL')	01 May 2015	Not Achieved	3,289.00
3	Amravati Chikhli Expressway Limited ('ACEL')	09 Nov 2016	Not Achieved	2,786.50
4	Road Infrastructure Development Company of Rajasthan ('RIDCOR') ²³	17 Jan 2006	02 Apr 2016	2,761.90
5	Barwa Adda Expressway Limited ('BAEL')	01 Apr 2014	Not Achieved	2,360.66
6	Fagne Songadh Expressway Limited ('FSEL')	09 Nov 2016	Not Achieved	2,295.75
7	Kiratpur Ner Chowk Expressway Limited ('KNCEL')	14 Nov 2013	Not Achieved	2,291.00
8	Rapid Metrorail Gurgaon South Limited ('RMGSL') ²⁴	02 Jul 2013	30 Mar 2017	2,143.00
9	Jharkhand Road Projects Implementation Company Limited ('JRPICL')	22 Mar 2010	30 Nov 2014	2,141.00
10	Moradabad Bareilly Expressway Limited ('MBEL')	04 Dec 2010	19 Nov 2015	1,983.63
11	Khed Sinnar Expressway Limited ('KSEL')	12 Feb 2014	31 Jan 2017	1,961.27

²⁰ Karunakaran Ramchand ceased to be the director on 29 October 2018

²¹ Mukund Gajanan Sapre ceased to be the director on 02 November 2018

²² Neeru Singh ceased to be the director on 01 November 2018

²³ Refer Report 2.0 titled '*Project Icarus – Interim Report 2.0*' dated 10 November 2019 respectively for the special audit of RIDCOR.

²⁴ Refer Draft Report 1.0 titled '*Draft Report 1.0 on Forensic Audit of Rapid Metrorail Gurgaon Limited ('RMGL') and Rapid Metrorail Gurgaon South Limited ('RMGSL')*' dated 31 December 2020 for the special audit of RMGL and RMGSL.

#	Name of the SPVs / projects	Start date of the project	End date of the project	Estimated Total Cost (INR in crs)
12	Pune Sholapur Road Development Company Limited ('PSRDCL')	28 Sep 2011	23 Aug 2013	1,402.70
13	MP Border Checkposts Development Company Limited ('MPBCDCL')	05 May 2011	Not achieved	1,350.00
14	Rapid Metrorail Gurgaon Limited ²⁵ ('RMGL')	05 Jun 2010	14 Nov 2013	1,088.00
15	Sikar Bikaner Highways Limited ('SBHL')	18 Feb 2013	16 Aug 2016	901.37
16	Hazaribagh Ranchi Expressway Limited ('HREL')	01 Aug 2010	15 Sep 2012	869.00
17	Jorabat Shillong Expressway Limited ('JSEL')	12 Jan 2011	28 Jan 2016	824.00
18	Jharkhand Infrastructure Implementation Company Limited ('JIICL')	03 Feb 2016	31 Dec 2018	639.47
19	Baleshwar Kharagpur Expressway Limited ('BKEL')	01 Jan 2013	26 Dec 2015	660.00
20	Madhya Pradesh State Road Development Corporation Projects-Package 2, 10, and 12 ('MPSRDC') ²⁶	26 Apr 2017	Not Achieved	550.74
21	North Karnataka Expressway Limited ('NKEL')	20 Jun 2002	19 Jul 2004	542.32
22	East Hyderabad Expressway Limited ('EHEL')	10 Dec 2007	01 Mar 2011	427.82
23	Chennai Metro Rail Project ('CMRL') ²⁷	05 Jan 2017	Not Achieved	371.22
24	ITNL Road Infrastructure Development Company Limited ('IRIDCL')	28 Oct 2009	25 Aug 2010	355.00
25	Karyavattom Sports Facilities Limited ('KSFL')	19 Sep 2011	04 Feb 2015	345.00
26	Thiruvananthapuram Road Development Company Limited ('TRDCL')	16 May 2004	31 May 2016	262.56
27	GRICL Rail Bridge Development Company Limited ('GRBDCL')	27 Jan 2017	Not Achieved	250.70
28	West Gujarat Expressway Limited ('WGEL')	17 Sep 2005	26 Oct 2006	240.20
29	Bidar Humnabad Road Project ('BHRP') ²⁸	25 Jan 2017	Not Achieved	242.56
Total				39,056.37

²⁵ Refer Draft Report 1.0 titled 'Draft Report 1.0 on Forensic Audit of Rapid Metrorail Gurgaon Limited ('RMGL') and Rapid Metrorail Gurgaon South Limited ('RMGSL')' dated 31 December 2020 for the special audit of RMGL and RMGSL.

²⁶ The project was added to our scope of work as per email communication dated 31 January 2020.

²⁷ The project was added to our scope of work as per email communication dated 31 January 2020.

²⁸ The project was added to our scope of work as per email communication dated 31 January 2020.

- Based on the information received from the representatives of ITNL - Summary of borrowings²⁹ of ITNL and its SPVs is as follows:

(Amount INR in crs)

#	Name of SPV	Long Term Borrowings as on 31 Mar 2018		Short Term Borrowings as on 31 Mar 2018		Total
		Others	Related party	Others	Related Party	
1	ITNL (Standalone)	11,887.06	-	1,566.00	45.56	13,498.62
2	CNTL	4,232.81	439.35	-	92.45	4,764.61
3	MBEL	1,509.56	500.00	-	586.98	2,596.54
4	JRPICL	1,620.52	619.67	-	-	2,240.19
5	PSRDCL	907.57	-	187.00	888.82	1,983.39
6	RIDCOR	1,055.71	860.43	-	63.00	1,979.14
7	BAEL	1,088.50	800.67	-	6.30	1,895.47
8	RMGSL	1,190.66	-	294.73	213.05	1,698.44
9	KNCEL	1,221.21	167.92	-	123.93	1,513.06
10	JSEL	817.29	-	-	536.88	1,354.17
11	KSEL	850.59	260.90	-	95.79	1,207.28
12	MPBCDCL	681.01	281.31	-	159.71	1,122.03
13	RMGL	724.66	-	52.50	161.30	938.46
14	IRIDCL	184.92	328.59	161.25	243.98	918.74
15	HREL	657.59	79.17	-	126.47	863.23
16	BKEL	423.18	145.00	37.00	3.41	608.59
17	FSEL	198.82	366.94	-	2.10	567.86
18	SBHL	427.40	-	-	8.78	436.18
19	JIICL	273.75	58.5	-	-	332.25
20	KSFL	169.98	60.38	-	48.56	278.92
21	TRDCL	48.58	134.35	34.42	9.08	226.43
22	EHEL	119.13	62.10	-	37.12	218.35
23	SSTL	-	137.64	-	53.50	191.14
24	WGEL	128.01	7.20	-	54.24	189.45
25	NKEL	115.76	-	-	-	115.76
26	ACEL	-	68.34	-	-	68.34

²⁹ CMRL, BHRP and MPSRDC are the projects of ITNL (not SPVs) and the data pertaining to outstanding long term and short term borrowings of these 3 projects were not made available for our review.

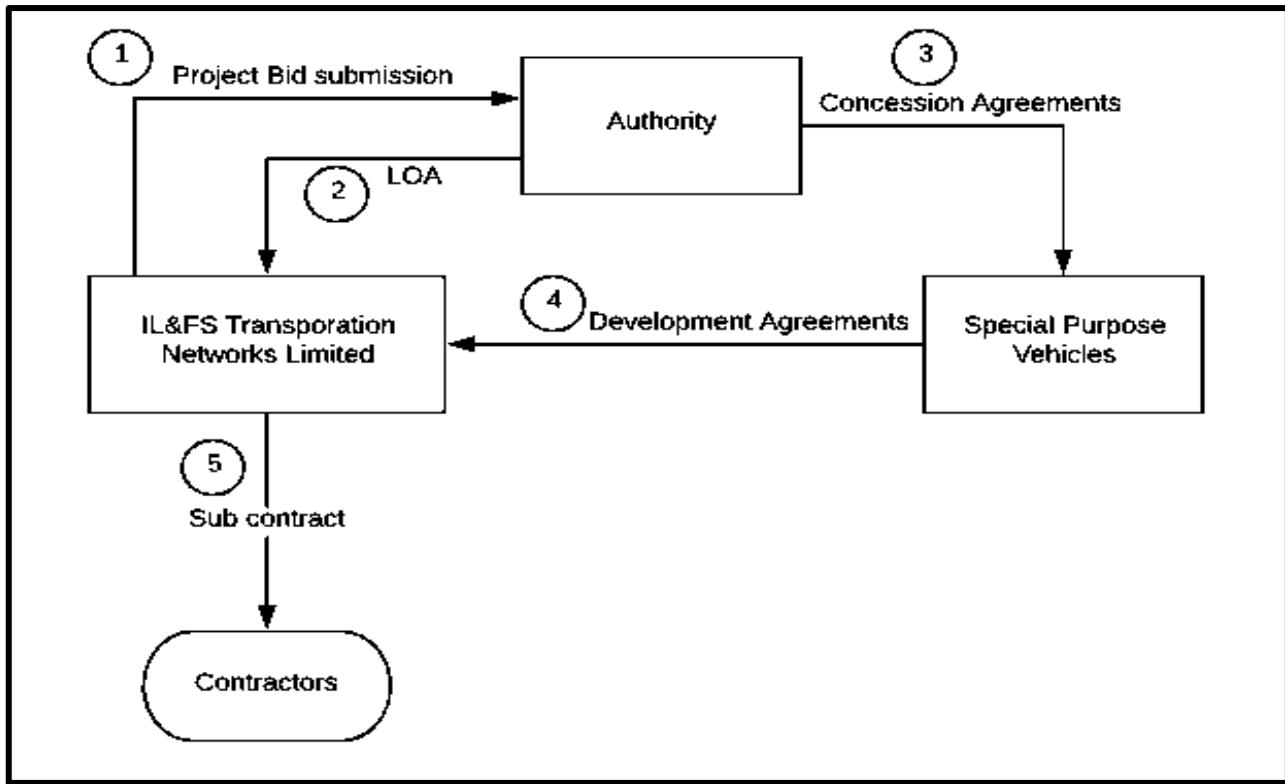
#	Name of SPV	Long Term Borrowings as on 31 Mar 2018		Short Term Borrowings as on 31 Mar 2018		Total
		Others	Related party	Others	Related Party	
27	GRBDCL	-	-	-	-	-
	Total	30,534.27	5,378.46	2,332.90	3,561.01	41,806.64

- Based on the review of annual reports of ITNL, details of Statutory Auditors is as follows:

#	FY	Name of Audit Firm	Name of Signing Partner	Date of Report
1	2013-14	M/s. Deloitte Haskins & Sells LLP	Kalpesh J. Mehta	13 May 2014
2	2014-15	M/s. Deloitte Haskins & Sells LLP	Kalpesh J. Mehta	15 May 2015
3	2015-16	M/s. Deloitte Haskins & Sells LLP	Kalpesh J. Mehta	13 May 2016
4	2016-17	M/s. Deloitte Haskins & Sells LLP; and M/s. S R B C & Co LLP	Shrenik Baid Ravi Bansal	29 May 2017
5	2017-18	M/s. S R B C & Co LLP	Ravi Bansal	29 May 2018

2.3 Process Understanding (As highlighted in Report 1.0)

- Diagrammatic presentation with regards to the operations of ITNL – from bidding for the contract to appointing subcontractors:



Explanation of each process:

- Project bid submission and awarding of the project by Authority:
 - The Business Development ('BD') team of ITNL submits the Application for Qualification ('AFQ') to the Authority in response to an invitation from Authority in the form of Request for Qualification ('RFQ') or Expression of Interest ('EOI') after requisite approvals from representatives of ITNL within the due date as mentioned in the RFQ. The Authority then evaluates the RFQ or EOI based on which bidders are then qualified and shortlisted for the request for proposal ('RFP') stage.
 - In case ITNL is shortlisted, it submits a price bid-offer in response to the RFP document issued by the Authority to shortlisted applicants. Bid offers are opened and read at a scheduled place and time by the Authority, and a bidder is selected as a successful bidder based on the bid selection criteria defined in the RFP document.
 - In single-stage tendering, Authority issues RFQ-cum-RFP and demands bidders to submit AFQ and the price bid together. The Authority evaluates the applications for qualifications from bidders, and the price bid of only shortlisted bidders is opened. A bidder is selected as a successful bidder based on the bid selection criteria.

- The bid selection criteria can be different for different projects. Generally, in the case of BOT Toll projects, the selected Bidder is the one who has quoted the lowest grant (to be received from the Authority) or highest premium (to be paid to the Authority). In the case of BOT Annuity projects, the selected Bidder is the one who has quoted the lowest Annuity to be paid by the Authority.
 - Letter of Award ('LOA') is issued to the successful bidder by the Authority. In case ITNL is selected as the successful bidder, it is required to send the acceptance to the Authority in the stipulated time as mentioned in the LOA.
- Formation of Special Purpose Vehicle:
- It is mandated by the Authority to form a separate Special Purpose Vehicle ('SPV'), which has a separate legal entity status for implementation of the project. SPV is created to mitigate the risk of the organization for the success or failure of the project.
 - The BD team sends a request to the Legal/Secretarial department of the ITNL to form SPV along with the copy of the Committee of Directors of the ITNL approval memo. The documents related to SPV are submitted to the Authority by signing the concession agreement.
- Concession agreement between SPV and the Authority:
- SPV enters into a concession agreement with the Authority post-formation of SPV. The Authority shares the draft agreement at the RFP stage. The ITNL team does scrutiny and analysis of terms and conditions mentioned in the draft concession agreement.
 - Changes might be made to the draft concession agreement post discussions agreed by the Authority either in the pre-bid conferences or through addendums issued before submitting the bid. The modification in the final concession agreement as compared to the draft concession agreement are made after the changes/clarifications discussed and agreed by the Authority at the pre-bid conference or through addendums issued before submission of the bid.
- Development agreement between SPV and ITNL:
- After signing the concession agreement, ITNL enters into a Construction/Development agreement with SPV to execute the construction activities on behalf of the SPV. ITNL acts as a single contractor for SPV.
 - A copy of the signed Construction/Development agreement is submitted to the Authority as mandated in the concession agreement.

- Declaration of Appointed date by Authority:

Following steps are performed at ITNL level before submission of documents for declaration of Appointed date by the Authority-

- Appointment of syndicating agency to arrange project finance. In most cases, IL&FS Financial Services Limited ('IFIN') was appointed as syndicating agency.
- Preparation of draft financial model for prospective lenders by syndicating agency. The same is forwarded to the project finance team for review.
- Finalization of Project Information Memorandum ('PIM') and term sheet including proposed terms of finance prepared by the syndication team. The PIM consists of details like the financial model, length of the project, nature of the project, projected costs, projected revenue, projected cash flows, technical feasibility, pay-back period, etc. It is then sent to the Project Finance head and the Treasury head for review.
- Discussion of project funding with various banks and financial institutions based on PIM. After receipt of principle sanction from the lenders, financial closure is initiated by the syndicating agency.
- Preparation of finance documents prepared by the syndicating agency and lender's legal counsel. The Project Finance head, the Treasury head, and lenders review the finance documents.
- Submission of finance documents along with a copy of the financial model to Authority, and approval of the same after revisions and modifications as required by Authority.
- Submission of performance security to the Authority as per the amount stated in the concession agreement.
- The Authority declares successful financial closure after being satisfied with the finance documents and performance security submitted by the SPV & announces an Appointed Date to SPV. The construction period mentioned in the concession agreement is counted from the Appointed Date.

- Appointment of contractors by ITNL:

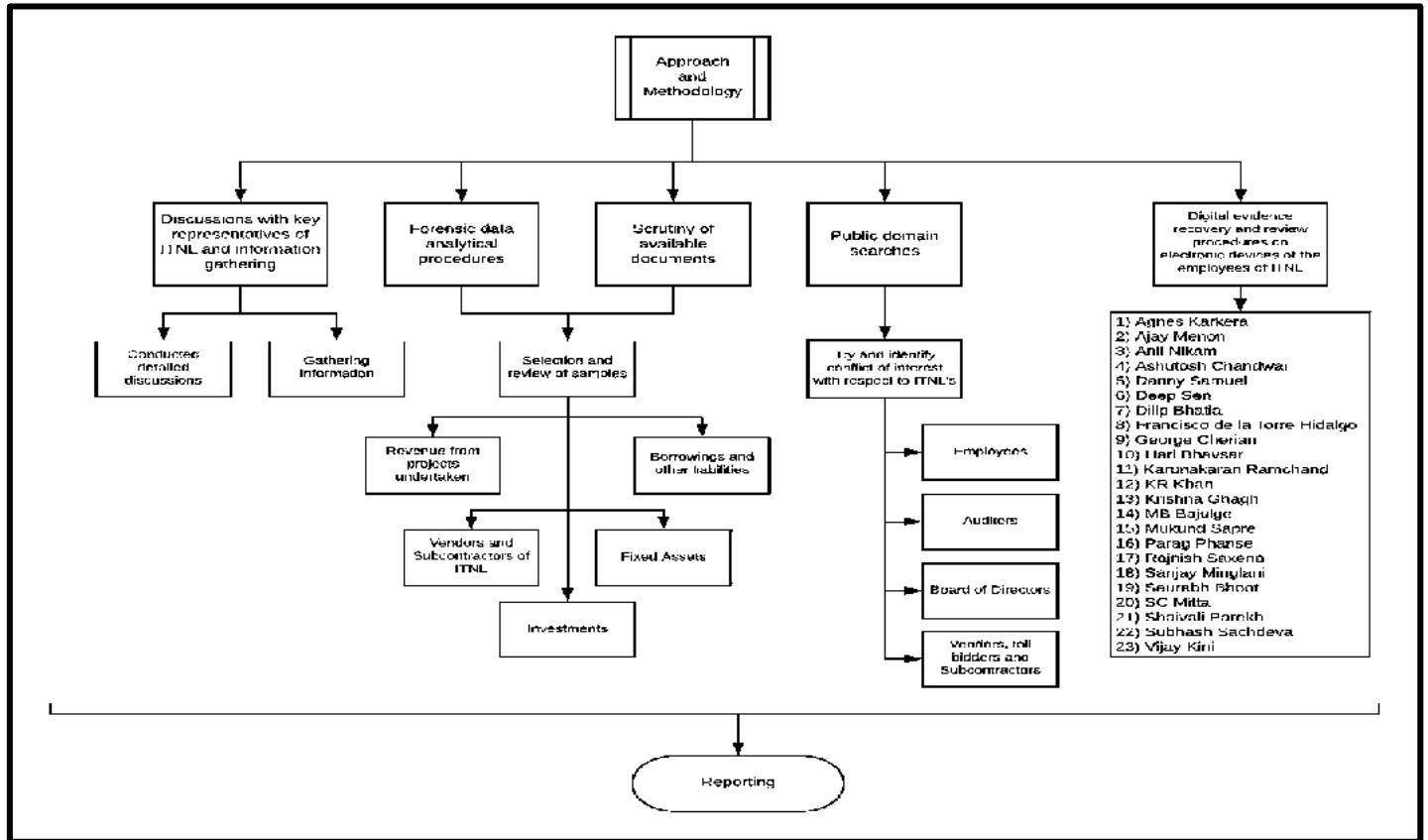
- Quotations are invited from contractors during the pre-bid stage in a few cases. After receipt of LOA from the Authority, quotations received at the time of pre-bid may be considered. Before selecting any contractor for sub-contracting purposes, additional quotes from any new contractors or new quotes from earlier contractors may also be considered. There are no specific criteria in place for selecting the contractors who are approached for inviting quotations.

- Terms and conditions and Bill of quantities ('BOQ') are floated to the selected contractors. Based on the quotations received from the contractors, a detailed comparison is made, and the contractor with the lowest quote – L1 - is selected.
- A detailed note is maintained in the form of a Management Committee Approval Memorandum ('MCAM') for approval from the management committee for the appointment of the selected contractor.
- On approval from the Management Committee, a Letter of Intent ('LOI') is issued to the selected contractor, and a contract agreement is signed with detailed terms and conditions.

3 Procedures Performed

3.1 Overview

- Diagrammatic presentation of approach and methodology followed in carrying out the special audit of ITNL and its SPVs is as follows:



3.2 Identification of data sources and data collection

- We conducted in-depth discussions with the key representatives of ITNL to understand the policies, procedures, and practices about its operations. The following are the key representatives with whom we conducted our discussions:

#	Name of key representatives of ITNL	Designation	Location
1	Vijay Kini	Vice President	ITNL Mumbai
2	Dilip Mehta	Former Vice President	ITNL Mumbai
3	S.C. Mittal	Chief Executive	ITNL Mumbai
4	Shaivali Parekh	Chief Operating Officer	ITNL Mumbai
5	Parag Phanse	Vice President	ITNL Mumbai
6	Ajay Menon	Vice President	ITNL Mumbai

#	Name of key representatives of ITNL	Designation	Location
7	Ravi Praveen	Employee of ITNL	ITNL Mumbai
8	Samir Potnis	Associate Manager	ITNL Mumbai
9	Shrikant Kukade	Deputy Manager	ITNL Mumbai
10	Sameer Raut	Manager	ITNL Mumbai
11	Milind Gandhi	Vice President	ITNL Mumbai
12	Anjali Jain	Head- Accounts and Audit	ITNL Mumbai

- We obtained the following relevant information/documentation (such as but not limited to) required to conduct the special audit:
 - Project Information Memorandum ('PIM');
 - Development Agreements;
 - Various contracts pertaining to procurement, operations & maintenance;
 - Monthly Progress Reports;
 - Traffic Survey Reports;
 - Minutes of the Board Meetings, Bank Statements for the Review Period, etc.
- We conducted an exercise to understand and identify repositories of electronic data and sources of hardcopy documents potentially relevant to the forensic audit, including archives and backup of repositories.
- We had tried to obtain the data relating to the above-illustrated areas; however, we faced multiple data constraints, which are referred to in Section 1 titled 'Limitations concerning data shared'.

3.3 Forensic data analytics and transaction testing procedures

Note: The below-mentioned analysis could only be performed on the information provided to us for our review.

- We tried to reconcile the costs as disclosed to the Government authorities vis-à-vis the cost disclosed to the lenders.
- We attempted to perform an analysis with regard to the comparison of the toll revenue projections at the inception of the project with the traffic survey reports as provided by the Independent Consultants and further comparison with the actual toll revenue earned.

- We attempted to review the reasons for the delay in the project and identify the causes for the increasing cost over-runs of the projects of ITNL.
- We attempted to reconcile the information presented in the financial bids and the summary mentioned in the available Board minutes.
- Based on the available information, we tried to identify discrepancies/exceptions in the selection process of the procurement, construction contractors, and O&M contractors.
- We attempted to analyse the profit margins earned by ITNL in subcontracting of construction works and O&M in the case of different SPVs/projects.
- Further, we have conducted data analytics on other data sets and transaction testing procedures wherever necessary and required based on our assessment.

3.4 Public Domain Searches

- Based on the potential discrepancies/anomalies identified during the procedures mentioned above, we carried out searches to identify any adverse or conflicting information available in the public domain.
- Further, we also conducted searches to assess the capabilities and market presence of the identified vendors/parties in the public domain.
- The above-mentioned procedures helped us to corroborate our findings and observations noted from the documentation review.

3.5 Digital Evidence Recovery and Review Procedures

- We conducted a digital evidence recovery and review exercise on the electronic devices as well as sever data of the following employees:

#	Particulars	Designation in ITNL and its SPVs/subsidiaries	Electronic Devices	Files from Servers
1	Agnes Karkera	Former Manager	✓	✓
2	Ajay Menon	Vice President	✓	✓
3	Ashutosh Chandwar	Senior Vice President and Regional Head (North)	✓	✓
4	Anil Nikam	Former Assistant Vice President	✗	✓
5	Danny Samuel	Senior Vice President	✓	✓

#	Particulars	Designation in ITNL and its SPVs/subsidiaries	Electronic Devices	Files from Servers
6	Deep Sen	Former Head International Business	x	✓
7	Dilip Bhatia	Chief Executive Officer	✓	✓
8	Francisco de la Torre Hidalgo	Manager, Procurement and Operations (Elsamex)	✓	✗
9	George Cherian	Former Chief Financial Officer	x	✓
10	Hari Bhavsar	Vice President	✓	✓
11	Karunakaran Ramchand	Former Managing Director	✓	✓
12	KR Khan	Former Senior Vice President	✓	✓
13	Krishna Ghagh	Assistant Vice President	✓	✓
14	MB Bajulge	Former Vice President	✓	✓
15	Mukund Sapre	Former Executive Director	x	✓
16	Parag Phanse	Vice President	✓	✓
17	Rajnish Saxena	Vice President	x	✓
18	SC Mittal	Chief Executive	✓	✓
19	Sanjay Minglani	Senior Vice President	✓	✓
20	Saurabh Bhoot	Former Head Internal Controls	✓	✓
21	Shaivali Parekh	Chief Operating Officer	✓	✓
22	Subhash Sachdeva	Former Technical Director, Business Development	✓	✓
23	Vijay Kini	Vice President	✓	✓

3.6 Data constraints

- The following data was requested from the representatives of the ITNL; however, the same was not available for our review (below is not the exclusive list of pending data): Refer to Annexure 3.6 – Data not available for review.
 - Details pertaining to the procedure followed by SPVs for appointment of traffic surveyor's to conduct traffic analysis. The said data is required to perform work procedures to verify transparency in the selection of the traffic surveyor's;
 - Details pertaining to invoices raised by vendors / sub-contractors for providing construction services, specifically where there is a change of scope than the initial scope of services mentioned in the EPC contract. The said data is required to perform work

- procedures to determine the cost claimed by SPVs and the cost charged by vendors / sub-contractors for the said change of scope are in consonance with each other;
- Details pertaining to Management Approvals/Internal memos for hiring professional services from Elsamex and Gursamar entities and supporting documents submitted by the said entities against which invoices are raised and payments are released. The said data is required to perform work procedures to verify the basis for approval and reasonableness of the fees paid for availing professional services from the said entities;
 - Details pertaining to quality control reports for materials procured during the Review Period. The said data is required to assess whether rates charged are in consonance with the quality of materials used for the construction of the project ;
 - Details pertaining to the basis of justifying/ascertaining the amount charged as syndication/arrangement and upfront fees by IFIN to ITNL & its SPVs for providing syndication services to achieve the financial closure. The said data is required to perform work procedures relating to assessing whether the said fees charged are reasonable or not;
 - Details pertaining to the basis of justifying/ascertaining the amount charged by ITNL to its SPVs for providing various services under Project Management Fees and Project Development Fees ('PDF/PMF') is reasonable or not. Further, details pertaining to PDF/PMF charged for each individual service rendered by ITNL to its SPVs. The said data is required to perform work procedures to verify the reasonableness of the fees charged by ITNL to its SPVs in the nomenclature of PDF/PMF services.
 - Supporting documents for certain samples pertaining to areas of construction, cost by sub-contractors, borrowing, revenue, expenses (professional and legal fees) etc. were not available during the review

Responses from the representatives of the company:

- *ITNL current team has provided all the data from the available records as requested by GT. However, despite all efforts there are some gaps in the information sought by GT and the information provided by ITNL team because (i) in some cases required information / documents were not created at the source itself such as 3.6 (a), (b), (e) and (f) and hence cannot be provided and (ii) data is very old and/or not traceable such as 3.6 (c) and (d) as it may be with individuals in hard copy or emails, who have left the Company and it is not feasible for the current team at ITNL to locate the same.*

Section No. 3.6	Data Constraint as per GT	ITNL Response
(a)	<i>Details pertaining to the procedure followed by SPVs for appointment of traffic surveyor's to conduct traffic analysis. The said data is required to perform work procedures to verify transparency in the selection of the traffic surveyor's</i>	<i>As a general practice no formal bid process was followed at that time to appoint consultants and selection was made from available list as approved by the Senior Management. There is no document available in records which shows how the list was formed.</i>
(b)	<i>Details pertaining to invoices raised by vendors / sub-contractors for providing construction services, specifically where there is a change of scope than the initial scope of services mentioned in the EPC contract. The said data is required to perform work procedures to determine the cost claimed by SPVs and the cost charged by vendors / sub-contractors for the said change of scope are in consonance with each other</i>	<i>Separate invoices were not given by the sub-contractors for Change of Scope work. They are part of their regular RA bills.</i> .
(c)	<i>Details pertaining to Management Approvals/Internal memos for hiring professional services from Elsamex and Gursamar entities and supporting documents submitted by the said entities against which invoices are raised, and payments are released. The said data is required to perform work procedures to verify the basis for approval and reasonableness of the fees paid for availing professional services from the said entities</i>	<i>The available supporting documents submitted by the Elsamex and/or Grusamar against which invoices are raised have been provided. However, approval memos for hiring the said entities were not found as the respective documents are not traceable/ available in records</i>
(d)	<i>Details pertaining to quality control reports for materials procured during the Review Period. The said data is required to assess whether rates charged are in consonance with the quality of materials used for the construction of the project</i>	<i>Reports were provided except for CMRL project. which has been handed over to the Authority as project has been terminated</i>
(e)	<i>Details pertaining to the basis of justifying/ascertaining the amount charged as syndication/arrangement and upfront fees by IFIN to ITNL & its SPVs for providing syndication</i>	<i>The rate of Syndication / arrangement fees charged by IFIN to ITNL depended on tenure of the debt raised and was constant since 2013. In 2018, the fees</i>

Section No. 3.6	Data Constraint as per GT	ITNL Response
	<i>services to achieve the financial closure. The said data is required to perform work procedures relating to assessing whether the said fees charged are reasonable or not</i>	<i>for short term debt however were reduced</i> <i>In respect of debt raised for SPV, the fees were fixed since inception at 1% of the debt raised. However for new mandates issued in 2016-2018 for SPV debt refinance, the fees were reduced to 0.75%. No upfront fees were levied by IFIN.</i>
(f)	<i>Details pertaining to the basis of justifying/ascertaining the amount charged by ITNL to its SPVs for providing various services under Project Management Fees and Project Development Fees ('PDF/PMF') is reasonable or not. Further, details pertaining to PDF/PMF charged for each individual service rendered by ITNL to its SPVs. The said data is required to perform work procedures to verify the reasonableness of the fees charged by ITNL to its SPVs in the nomenclature of PDF/PMF services</i>	<i>The PDF fees were charged by ITNL for a bunch of services rendered to the SPVs. The scope of services was mentioned in the MOU between ITNL and SPVs. Copies of all MOUs have been provided to GT.</i> <i>Basis of determining the PDF fees and its breakup between each individual service covered by the MOU is not available as it was not mentioned in the MOUs</i> <i>PMF fees were charged basis the period of time ITNL was carrying the construction of the Project. The fees were charged for all the site related support including manpower and other administration overheads and on a monthly basis. No detailed calculations are available in records for ascertaining the basis of these fees</i>
(g)	<i>Supporting documents for some samples pertaining to areas of construction, sub-contractor, borrowing, revenue, expenses (professional and legal fees) etc. were not available during the review.</i>	<i>Supporting documentations for those specific requested samples were not traceable or not available in the records as these pertain to old periods.</i>

3.7 Response from the representatives of the Company

- The representatives of the Company have provided their responses to the observations identified during our review. The explanations/clarifications received from the said representatives are provided in verbatim under the heading 'Response from the representatives of the Company' after each observation.
- Further, we were being informed that the responses are prepared by the current ITNL team to the best of their knowledge based on available data, records, emails and their understanding of the transactions based on such records. As most of the employees of ITNL have left, the explanation provided may not give complete and accurate reasoning for the transaction undertaken during that period.
- However, such explanations have not been validated by the current Board of Directors ('BoD') of the Company, and they do not take any responsibility for the explanations provided by the representatives of the Company.
- The representative of ITNL had provided a note on the business model of ITNL, which is highlighted in the annexures to this report. (Refer Annexure – Responses to GT Report 2.0.).

3.8 Reporting

- Based on the work procedures carried out on the available information, the report is as follows.

4 Observations

The flow of observations in this document

- For ease of reference, we have provided the observations in the table below

Section Number	Particulars
4.1	Potential anomalies noted with regard to flow of funds in ITNL and its SPVs
4.1.1	Potential anomalies noted in circular transactions between IL&FS Limited and ITNL / SPVs
4.1.2	Potential instances indicate that short-term borrowings were utilised for making a sub-debt contribution in SPVs.
4.1.3	Potential instances of the utilization of short-term borrowings for making equity contribution in SPVs
4.1.4	Potential anomalies in loan facilities availed from IndusInd Bank
4.1.5	Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL
4.1.6	Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL
4.1.7	Potential instances where loan facilities availed from ITNL were utilized to repay outstanding loans of ITNL – JRPICL and IRL
4.1.8	Potential instances where loan facilities availed from IAL were utilized to repay outstanding loans of IAL
4.1.9	Potential anomalies in the equity contribution by Spanco Limited and fees paid to ITNL in MPBCDCL
4.1.10	Potential instances where the loans were provided by Group companies of IL&FS to SPVs of ITNL through recording non-cash transactions in the books of accounts
4.2	<i>Instances indicating potential issues in PDF / PMF charged by ITNL</i>
4.2.1	Equity contribution by ITNL in SPVs was approximately equal to the PDF / PMF received by ITNL from its SPVs
4.2.2	PDF/PMF charged by ITNL to ACEL
4.2.3	PDF/PMF charged by ITNL to FSEL
4.2.4	PDF/PMF charged by ITNL to its SPVs vis-a-vis physical progress of the project
4.2.5	PDF/PMF charged by ITNL to SSTL
4.2.6	PDF/PMF charged by ITNL to KNCEL
4.2.7	PDF/PMF recognised in KSEL
4.2.8	PDF/PMF charged by ITNL to SPVs with no PDF/PMF budgets
4.2.9	PDF/PMF charged by ITNL to HREL
4.2.10	PDF/PMF charged by ITNL to BKEL
4.2.11	PDF/PMF recorded by ITNL with regard to CNTL and BKEL
4.2.12	PDF/PMF charged by ITNL to MPBCDCL
4.2.13	PDF/PMF charged by ITNL to IRIDCL
4.2.14	PDF/PMF charged by ITNL for SBHL project
4.2.15	Claim Management Fees paid by PSRDCL to ITNL were potentially funded by ITNL
4.2.16	Potential anomalies in project cost estimates to potentially adjust PDF/PMF payments of ITNL
4.2.17	Potential pre-booking of income by ITNL in form of PDF / PMF

Section Number	Particulars
4.2.18	Impact of PDF / PMF on the standalone profitability of ITNL
4.2.19	Potential non-compliance of Related Party Framework with regard to PDF/PMF charged by ITNL to its SPVs.
4.3	<i>Instances indicating potential issues in construction cost incurred by ITNL and its SPVs</i>
4.3.1	Potential anomalies in advances extended to GIPL in the KNCEL project
4.3.2	Potential anomalies in contracts awarded to IECCL for KNCEL project
4.3.3	Potential financial assistance provided to RIL
4.3.4	Potential anomalies noted in the contracts awarded by ITNL to RIL in the JSEL project
4.3.5	Potential instances of dummy contracts in Warora Chandrapur Ballarpur Toll project
4.3.6	Potential excess payments to Soma Enterprise Limited by ITNL in SSTL project
4.3.7	Potential anomalies in the bidding process for the ACEL project
4.3.8	Potential anomalies in contracts awarded to YFC Projects Private Limited and NKC Projects Private Limited for JSEL project
4.3.9	Potential anomalies in contracts awarded to Gajra Infra Private Limited and M/s. S.S. Enterprises in KSEL project
4.3.10	Potential margin earned by ITNL in sub-contracting Construction/ Development work across the SPVs
4.3.11	Potential issues with regard to margins earned by ITNL on development cost in SBHL project
4.3.12	Potential issues with regard to amendment in development agreement executed by PSRDSCl with ITNL
4.3.13	Construction expense invoices raised by ITNL on IRIDCL potentially before the commencement of the project construction
4.3.14	Potential anomalies in the booking of expenses for pre-construction activities without adequate supporting documentation
4.3.15	Potential excess payments made to ITNL and its sub-contractors in the KSEL project
4.3.16	Potential excess claim from MPRDCL
4.3.17	Potential excess construction cost incurred by CNTL
4.3.18	Potential non-recoverability of mobilization advance from subcontractors in JSEL
4.3.19	Potential Anomalies regarding Mobilisation Advance paid to IECCL for ACEL Project:
4.3.20	Potential anomalies identified in claims filed to NHAI
4.4	<i>Potential anomalies noted in Operations and Maintenance</i>
4.4.1	Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in BKEL project
4.4.2	Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in SBHL
4.5	<i>Other anomalies in the Operations and Maintenance contracts</i>
4.5.1	Management committee approval for awarding Operations and Maintenance contracts for CNTL was dated before receiving the quotes
4.5.2	Potential increase of time and contract amount of O&M contract with EMSL
4.5.3	Potential anomalies noted in obtaining quotations from EMSL for O&M of KSEL Project
4.6	<i>Potential issues with regard to excess interest cost on borrowings</i>
4.6.1	Chenani Nashri Tunnelway Limited ('CNTL')
4.6.2	Moradabad Bareilly Expressway Limited ('MBEL')
4.6.3	Khed Sinnar Expressway Limited ('KSEL')

Section Number	Particulars
4.6.4	Jharkhand Road Projects Implementation Company Limited ('JRPICL')
4.6.5	Pune Sholapur Road Development Company Limited ('PSRDCL')
4.6.6	Kiratpur Ner Chowk Expressway Limited ('KNCEL')
4.6.7	Barwa Adda Expressway Limited ('BAEL')
4.6.8	Jorabat Shillong Expressway Limited ('JSEL')
4.6.9	Sikar Bikaner Highways Limited ('SBHL')
4.6.10	Baleshwar Kharagpur Expressway Limited ('BKEL')
4.6.11	Hazaribagh Ranchi Expressway Limited ('HREL')
4.6.12	MP Border Checkposts Development Company Limited ('MPBCDCL')
	<i>Instances that indicate potential misrepresentation</i>
4.7	Potential anomalies in cost and revenue components presented to stakeholders of ITNL and its SPVs
4.7.1	Potential anomalies in project cost projections represented to stakeholders – PIM vis-à-vis DEA
4.7.2	Potential anomalies in project cost projections represented to stakeholders – Bid vis-à-vis Department of Economic Affairs
4.7.3	Potential anomalies in the toll revenue recognised in the books of accounts and toll revenue projected to the lenders
4.7.4	Potential anomalies in representation made to Axis Bank Limited
4.7.5	Potential issues pertaining to equity infusion by JV Partner SEL in SSTL project
4.7.6	Potential instances of amendment in development agreements between ITNL and its SPVs to reflect profitability in standalone financials of ITNL
4.7.7	Potential instances of payments from SPVs to ITNL to maintain financial ratios
4.7.8	Potential anomalies in the toll revenue estimated at the bidding stage and toll revenue projected to the lenders
4.7.9	Potentially inflated projection of toll revenue estimates in PIM data to potentially depict a strong financial position to lenders in MPBCDCL
4.7.10	Potential Adjustments made in books of accounts to achieve desired PAT
4.7.11	Potential Anomalies in the letter of comfort and financial guarantee by ITNL to BAEL
4.8	Transactions with red-flagged entities*
Sarang Kale Group	
4.8.1	Potential anomalies in payments made to Kaleidoscope Infra Ventures Private Limited ('KIVPL')
4.8.2	Potential anomalies in payments made to Maval Developers Private Limited ('MDPL')
4.8.3	Potential anomalies in contracts awarded to M/s. Jitendra Singh for KSEL project
4.8.4	Potential financial assistance provided by ITNL to group companies of Ahuja / Flemingo Group
4.8.5	Potential financial dealings between the then KMPs of ITNL and Ahuja / Flemingo Group
4.8.6	Loans provided by Avance Technologies Limited & Empower India Limited to SBHL, MPBCDCL and IRIDCL.
4.9	Potential irregularities in the takeover of loan from IFIN
4.10	Potential anomalies in stake swap of JSEL and NAMEL between ITNL and Ramky Infrastructure Limited ('RIL')
4.11	Potential non-compliance of loan agreement with lenders in JSEL
4.12	Potential non-disclosure of related party transactions in the financial statements of CNTL

Section Number	Particulars
4.13	Potential issues in the operations at the site
4.14	Potential instance of cement purchase order given to vendor not forming part of the approved list of vendors
4.15	Potential stress/liquidity issues which appear to be known to the then KMPs of IL&FS Group
4.16	Potential instances of excess fees charged by IFIN in KSEL and CNTL
4.17	Anomalies pertaining to potential excess interest cost on borrowings in PSRDCL
4.18	Potential issues in the booking of expenses through back-dated documents
4.19	Potential issues in providing mobilization advance to sub-contractors
4.20	Potential anomalies in providing interest-free loans to SPVs

*Note: Red flagged entities refer to the entities belonging to the Sarang Kale group and Ahuja / Flemingo group. The said entities have been classified under red-flagged entities as during forensic audit of various other IL&FS Group companies we had identified multiple anomalies against those group entities.

Potential anomalies in the fund flow of ITNL and its SPVs

4.1 Potential anomalies noted with regard to flow of funds in ITNL and its SPVs

Background

Based on the review of standalone financial statements of ITNL, during the period 01 April 2013 to 31 March 2018, net loan facilities of INR 9,760.30 crs were availed by ITNL. The below table provides details of the same:

(Amount INR in crs)

Particulars	2013-14	2014-15	2015-16	2016-17	2017-18	Total
Opening balance of borrowing facilities	3739.45	4625.13	7450.38	8940.56	10879.24	35634.76
Net borrowings (Additions- Repayments)	885.68	2825.25	1490.18	1938.68	2258.04	9397.83
Closing Balance as per Balance Sheet	4625.13	7450.38	8940.56	10879.24	13137.28	45032.59

- Based on the details provided by the representatives of ITNL, the below table provides a summary of the end utilisation of multiple facilities availed by ITNL³⁰

(Amount INR in crs)

#	Particulars	Total
1	Inflow of funds	
	Banks/FI/Third Party/CP/NCDs	35,067.00
	Related Parties	15,775.00
A	Total inflow of funds	50,843.00
	Less:	
1	Loan repayment - FI	19,117.03
2	Loan given to SPVs	12,865.67
3	Loan repayment – related parties	7,478.29

³⁰ Money/funds are fungible and hence, one to one mapping of funds received from the lenders and its utilisation cannot be ascertained precisely.

#	Particulars	Total
4	Payment to contractors	3,734.73
5	Finance Charges	3,023.67
6	Investment	1,685.07
7	Working capital	1,679.65
8	Loan repayment - NCD	1,079.50
9	Fixed Deposits	347.21
10	Redemption of preference shares	214.50
B	Total outflow of funds	51,225.32

- On further review of the annual reports of ITNL from FY 2013-14 to FY 2017-18, it was observed that IL&FS Group companies had provided loans of INR 18,701.59 crs, and the sum of INR 18,185.53 crs was repaid to IL&FS Group companies.

Fund flow analysis

- The total outstanding borrowings of ITNL (standalone) as of September 2018 is INR 14,612 crs. We have summarized the source of funds for ITNL and its application³¹.

ITNL recovered its equity investments in SPV's through PDF/PMF fees charged to its SPV's:

- ITNL charges PDF/PMF to its SPVs for providing services on the basis of agreements executed between ITNL and its SPVs. The details of services covered under the scope of PDF/PMF are provided below:
 - Services provided before awarding the contract by the Authority include activities undertaken for bidding and project cost estimations, traffic surveys, revenue estimates, etc.
 - Services provided after award of the contract by the Authority, including the signing of LoA, incorporation of SPV, follow-ups for the signing of agreements, etc.
 - Design and drawing services for roads to be developed.
- It was observed that PDF/PMF fees of INR 3,603.75 crs were received by ITNL from its SPV's. ITNL made equity investments in the SPV's amounting to INR 3,269.10 crs (as on Sept'18 after excluding IND AS adjustment): (INR in crs)

³¹ Money/funds are fungible and hence, one to one mapping of funds received from the lenders and its utilisation cannot be ascertained precisely.

#	Name of the SPV	Equity Contribution by ITNL in its SPVs up to 31 March 2018	Actual PDF/ PMF charged by ITNL to its SPVs up to 31 March 2018
1	MPBCDCL	110.28	111.50
2	TRDCL	17.03	35.28
3	KSEL	294.19	281.60
4	EHEL	21.69	29.11
5	CNTL	372.00	431.49
6	HREL	131.00	180.53
7	JIICL	45.00	56.92
8	SBHL	124.05	101.57
9	MBEL	221.66	185.14
10	GRBDCL	5.80	4.56
11	WGEL	20.00	15.24
12	BKEL	178.59	126.09
13	JRPICL	259.50	383.86
14	IRIDCL	140.00	66.15
15	FSEL	262.50	131.30
16	ACEL	119.15	173.57
17	BAEL	230.50	324.99
18	KNCEL	500.81	234.52
19	NKEL	7.72	25.42
20	PSRDCL	160.00	317.71
21	JSEL	42.00	101.06
22	SSTL	5.63	286.14
Total		3269.1	3603.75*

*(Total PDF/PMF incurred by SPV was INR 3,746.21 crs of which INR 111.50 crs was paid to Spanco for MPBCDCL, INR 25.96 crs paid to Ramky for JSEL project and INR 5 crs was incurred for KSFL Project. Thus, INR 3,603.75 crs [INR 3,746.21 crs – INR 111.50 crs – INR 25.96 crs – INR 5 crs] relates to ITNL.)

(Note - The above table is a macro summary of exclusive data sets/details of equity contribution by ITNL in its SPVs and PDF/PMF charged by ITNL to its SPVs. However, one-to-one mapping of PDF/PMF payments could not be carried out due to constraints faced in tracing the same from the bank book).

Comparision of Equity and Sub-debt infused by ITNL vis-à-vis PDF/PMF charged by ITNL to its SPVs

- The below table provides a comparison of funds infused by ITNL by way of equity contributions and sub-debt in 22 SPVs and actual PDF/PMF charged by ITNL to its SPVs up to 30 September 2018: (INR in crs)

#	SPV	Project completion status % as on 31 March 2018	Actual PDF & PMF charged (A)	Equity Infused (B)	Sub-debt committed	Sub-debt Infused (C)	Total (B+C) (D)	PDF/PMF charged as % of total invest. (A/D)
1	NKEL*	100%	25.42	7.72	-	-	7.72	329%
2	JSEL	100%	101.06	42.00	-	-	42.00	241%
3	PSRDCL	100%	317.71	160.00	-	-	160.00	199%
4	EHEL	100%	29.11	21.69	-	-	21.69	134%

#	SPV	Project completion status % as on 31 March 2018	Actual PDF & PMF charged (A)	Equity Infused (B)	Sub-debt committed	Sub-debt Infused (C)	Total (B+C) (D)	PDF/PMF charged as % of total invest. (A/D)
5	CNTL	100%	431.49	372.00	-	14.13	386.13	112%
6	HREL	100%	180.53	131.00	50.00	50.00	181.00	100%
7	JRPICL**	100%	383.86	259.50	248.97	135.00	394.50	97%
8	MBEL	100%	185.14	221.66	-	-	221.66	84%
9	GRBDCL	7%	4.56	5.80	-	-	5.80	79%
10	WGEL	100%	15.24	20.00	-	-	20.00	76%
11	TRDCL	100%	35.28	17.03	34.35	34.35	51.38	69%
12	SSTL	18%	286.14	5.63	460.40	460.40	466.03	61%
13	BKEL	100%	126.09	178.59	60.00	60.00	238.59	53%
14	KSEL	82%	281.60	294.19	243.69	270.49	564.68	50%
15	JIICL	72%	56.92	45.00	80.00	79.75	124.75	46%
16	SBHL	100%	101.57	124.05	130.00	130.00	254.05	40%
17	ACEL	10%	173.57	119.15	336.51	336.51	455.66	38%
18	BAEL	80%	324.99	230.50	670.65	669.35	899.85	36%
19	KNCEL	63%	234.52	500.81	180.76	180.76	681.57	34%
20	MPBCDCL	81%	111.50	110.28	255.97	256.00	366.28	30%
21	IRIDCL	100%	66.15	140.00	118.60	118.59	258.59	26%
22	FSEL	58%	131.30	262.50	330.25	330.25	592.75	22%
Total			3,603.75*	3,269.10	3200.14	3,125.58	5,790.05	

(Total PDF/PMF incurred by SPV was INR 3,746.21 crs of which INR 111.50 crs was paid to Spanco for MPBCDCL, INR 25.96 crs paid to Ramky for JSEL project, and INR 5.00 crs was incurred for KSFL Project. Thus, INR 3,603.75 crs [INR 3,746.21 crs – INR 111.50 crs – INR 25.96 crs – INR 5.00 crs] relates to ITNL.)

*Note: The representatives of ITNL have stated that the equity of ITNL in NKEL project as of COD for NKEL project was INR 16.93 crs and of IL&FS Limited was INR 17.52 crs. Hence, if considered on the date of COD, the ratio of PDF/PMF charged as a % of the total investment for the equity of ITNL as of COD is 150%.

**Note: The Sub-debt committed by ITNL in the JRPICL project was INR 248.97 crs; however, the sub-debt infused/disbursed till 30 September 2018 was INR 135 crs only. If we consider the sub-debt committed, then the ratio of PDF/PMF charged as a % of total investment is reduced from 97% (this ratio is considering sub-debt infused) to 75%.

(Note - The above table is a macro summary of exclusive data sets/details of equity contribution by ITNL in its SPVs and PDF/PMF charged by ITNL to its SPVs. However, one-to-one mapping of PDF/PMF payments could not be carried out due to constraints faced in tracing the same from the bank book).

(Note - The above table is a macro summary of exclusive data sets/details of equity contribution by ITNL in its SPVs and PDF/PMF charged by ITNL to its SPVs. However, one-to-one mapping of PDF/PMF payments could not be carried out due to constraints faced in tracing the same from the bank book).

- It can be noted from the above table that ITNL had infused funds to promote its SPVs through equity contribution of INR 3,269.10 crs and sub-debt contribution of INR 3,125.58 crs, and it observed that out of 22 SPVs:
 - In 6 SPVs, the PDF/PMF charged is more than 100% of the total amount of equity and sub-debt infused; and
 - In 8 SPVs, the PDF/PMF charged is more than 50% of the total amount of equity and sub-debt infused.

Debt servicing and advancing loans were done majorly through external funding:

- Net interest expenses of INR 4,585 crs were borne by ITNL. Net loans of INR 9,759 crs were given by ITNL (majority to its SPV's). Investments in other entities amounted to INR 2,390 crs. This sums up to INR 17,228 crs. It appears that the source of these funds is net outstanding borrowings (INR 14,612 crs as of September 2018) and total share capital proceeds (INR 2,303 crs) totalling INR 16,915 crs. Thus, there is a net outflow of INR 181 crs.

Inflow	INR in crs	Outflow	INR in crs
Borrowings outstanding as on Sept'18	14,612	Net interest expenses	4,585
Share capital proceeds since IPO	2,303	Net Loans given	9,759
		Investments in other entities ³²	2,390
		Deficit(Balancing figure)	181
Total	16,915		16,915

*(The above tabulated is a macro summary of exclusive data sets/ details of the inflow of funds to ITNL and outflow of funds by ITNL. However, one-to-one mapping of the same is not possible since the funds are fungible).

³² Other than 29 entities under our scope of review. The investment value is as on Sept'18 after excluding IndAS adjustments and non-cash adjustments)

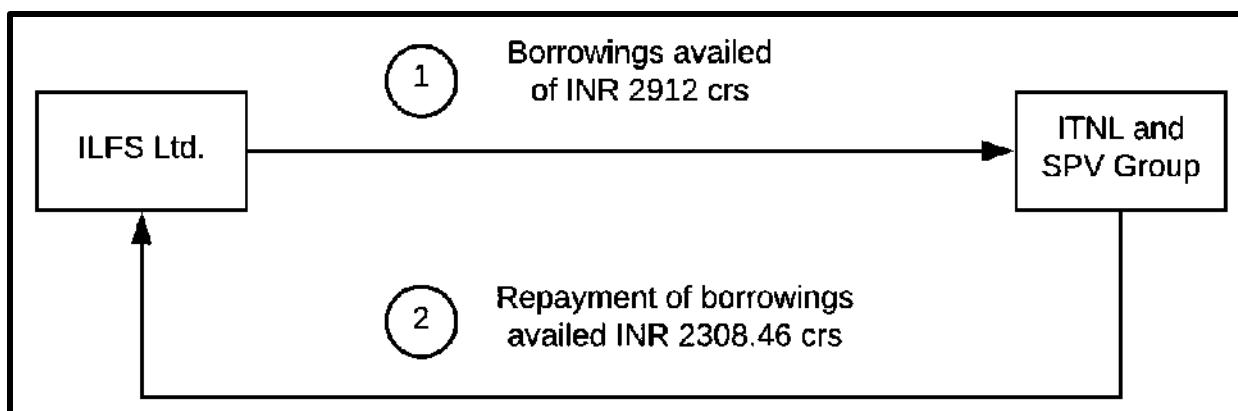
4.1.1 Potential anomalies noted in circular transactions between IL&FS Limited and ITNL / SPVs

Background

- Circular transactions are those transactions in which the initial provider of the funds is the ultimate recipient of funds after the same funds are circulated through group entities in a short span of time.
- It includes instances wherein one of the companies borrows money from another company. When the borrowing company is unable to repay the principal or interest component of the outstanding loan to the lender, the lender provides an additional loan to the borrower, and the borrower utilizes that fund to repay the principal or interest component of the outstanding loan to the lender in a short span of time.

Observation

- Diagrammatic presentation of transactions undertaken:



Based on the review of the bank statements, the following potential anomalies were identified:

- It was noted that the loan facilities of INR 2,912 crs availed from IL&FS Limited during the Review Period were potentially utilised to repay its existing dues of INR 2,308.46 crs on the same or subsequent day. The below table provides details of the instances identified (INR in crs):

#	First leg – Loans advanced from IL&FS to the following entities			Intermediate leg – Loans advanced further to IL&FS group companies or SPV's								Final leg – Repayment of loans to IL&FS				
	Date	Amount	Received by	Transferred to	Date of Transfer	Amount	Transferred to	Date of Transfer	Amount	Transferred to	Date of Transfer	Amount	Date of Repayment	Actual Amount Remitted	Amount of loan initially given by IL&FS	Annexure Reference (Slide)
1	27-Aug-15	110.00	JSEL	ITNL	27-Aug-15	110.00	-	-	-	-	-	-	27-Aug-15	50.00	50.00	01 to 03
				-	-	-	-	-	-	-	-	-	28-Aug-15	50.00	50.00	
2	30-Sep-15	147.00	ITNL	-	-	-	-	-	-	-	-	-	30-Sep-15	100.00	100.00	04 to 05
	30-Sep-15	53.00	ITNL	-	-	-	-	-	-	-	-	-	-	-	-	
3	14-Jan-16	100.00	ITNL	JSEL	14-Jan-16	50.00	-	-	-	-	-	-	14-Jan-16	50.00	50.00	06 to 08
				PSRDCL	14-Jan-16	50.00	-	-	-	-	-	-	14-Jan-16	50.41	50.00	
4	15-Jan-16	150.00	ITNL	IRIDCL	15-Jan-16	100.00	-	-	-	-	-	-	15-Jan-16	100.87	100.00	09 to 12
				JSEL	15-Jan-16	50.00	-	-	-	-	-	-	15-Jan-16	50.00	50.00	
5	18-Jan-16	150.00	ITNL	JRPICL	18-Jan-16	150.00	-	-	-	-	-	-	18-Jan-16	150.00	150.00	13 to 14
6	20-Jan-16	65.00	ITNL	JSEL	20-Jan-16	60.00	-	-	-	-	-	-	20-Jan-16	60.00	60.00	15 to 17
				JRPICL	20-Jan-16	5.70	-	-	-	-	-	-	20-Jan-16	5.70	5.00	
7	21-Jan-16	100.00	PSRDCL	ITNL	21-Jan-16	100.00	BSEL	21-Jan-16	100.00	-	-	-	21-Jan-16	101.80	100.00	18 - 20
8	21-Jan-16	25.00	ITNL	BSEL	21-Jan-16	27.00	-	-	-	-	-	-	21-Jan-16	24.25	25.00	
9	22-Jan-16	10.00	ITNL	KSEL	22-Jan-16	11.15	-	-	-	-	-	-	22-Jan-16	10.00	10.00	21 - 23
10	22-Jan-16	100.00	MBEL	ITNL	22-Jan-16	100.00	KSEL	22-Jan-16	100.00	-	-	-	22-Jan-16	100.00	100.00	
11	29-Mar-16	200.00	JSEL	ITNL	29-Mar-16	200.00	-	-	-	-	-	-	29-Mar-16	200.00	200.00	24 to 26
12	30-Mar-16	50.00	IRIDCL	ITNL	30-Mar-16	50.00	-	-	-	-	-	-	30-Mar-16	50.00	50.00	27 to 28
13	22-Jun-16	150.00	ITNL	IL&FS Cluster Development Initiative Limited	22-Jun-16	150.00	JSEL	22-Jun-16	93.00	ITNL	22-Jun-16	93.00	22-Jun-16	93.00	93.00	29 to 32
							EHEL	22-Jun-16	57.17	ITNL	22-Jun-16	57.17	22-Jun-16	57.00	57.00	
14	23-Jun-16	150.00	ITNL	RMGSL	23-Jun-16	150.00	IRIDCL	23-Jun-16	150.00	ITNL	23-Jun-16	150.00	23-Jun-16	150.00	150.00	33 - 36
15	22-Sep-16	80.00	ITNL	Livia India Limited	22-Sep-16	82.89	JSEL	22-Sep-16	80.00	ITNL	22-Sep-16	80.00	22-Sep-16	80.00	80.00	37 to 40
16	21-Jul-17	42.00	ITNL	-	-	-	-	-	-	-	-	-	24-Jul-17	42.00	42.00	41
17	24-Jul-17	41.00	ITNL	-	-	-	-	-	-	-	-	-	24-Jul-17	33.00	33.00	
18	24-Jan-18	50.00	ITNL	-	-	-	-	-	-	-	-	-	24-Jan-18	50.00	50.00	42
19	31-Jan-18	350.00	ITNL	-	-	-	-	-	-	-	-	-	31-Jan-18	30.00	30.00	43
20	06-Aug-18	517.00	ITNL	SSTL	06-Aug-18	517.00	ITNL	07-Aug-18	517.00	-	-	-	07-Aug-18	508.46	508.46	44 to 47
21	01-Sep-18	272.00	ITNL	ACEL	01-Sep-18	250.00	ITNL	01-Sep-18	250.00	-	-	-	01-Sep-18	115.00	115.00	48 to 50
				SSTL	01-Sep-18	22.00	ITNL	03-Sep-18	22.00	-	-	-	-	-	-	
Total			2,912.00											2,308.46		

- It may be noted from the above table that the borrowing transactions between ITNL and its SPVs and IL&FS Limited appear to be circular in nature. For instance, #3 above, IL&FS Limited, on 14 Jan 2016, had provided a loan of INR 100 crs to ITNL. Further, on the same day, i.e., 14 Jan 2016, ITNL had provided loans of INR 50 crs each to JSEL and PSRDCL, which were then utilised to repay loans to IL&FS Limited by JSEL and PSRDCL.
- Further, we identified the following email communications, which indicate the representatives of IL&FS Limited and ITNL were aware of the transactions mentioned above -
 - Email dated 13 January 2016, sent by Maharudra Wagle (Chief Financial Officer at IL&FS) to S M Bhat (Employee at IL&FS) where it was mentioned that INR 100 crs would be disbursed and repaid to IL&FS Limited on the same day itself. (Refer to #3 of the previous table)
 - Email dated 20 June 2016, which was sent by Sachin Mohite (ITNL) to Chandrakant Jagasia (IL&FS), wherein it was discussed that:
 - IL&FS Limited shall provide a loan of INR 100 each to PSRDCL and MBEL;
 - PSRDCL and MBEL would utilize said funds to repay outstanding term loans of ITNL;
 - ITNL would invest said funds as equity or sub-debt in BAEL and KSEL; and
 - BAEL and KSEL would repay their outstanding loan of INR 125 crs and INR 110 crs, respectively, to IL&FS Limited. (Refer to #7 to #10 of the previous table)
 - Email dated 21 September 2016, sent by Ashish Patel (ITNL) to Ajay Menon (ITNL), where it was discussed that to reduce the outstanding debt of ITNL - three transactions would be done in tranches of INR 80 crs each. (Refer to #15 of the previous table).
 - In another email dated 24 September 2016 sent by Ajay Menon (ITNL) to Dilip Bhatia (ITNL) where it was discussed that:
 - IL&FS would provide a loan to ITNL;
 - ITNL would repay its loan to Livia India;
 - Livia India will provide a loan to an SPV;
 - SPV would repay the loan of ITNL; and
 - ITNL would repay its loan to IL&FS Limited.
- Further, as highlighted in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 21- Potential stress/ liquidity issues which appears to be known to the

then KMPs of the IL&FS Group), we noted multiple email communications indicating that ITNL was under financial stress and had severe liquidity issues since FY 2012-13.

- Thus, it appears to be unusual that IL&FS Limited had disbursed multiple loans to ITNL even though ITNL was facing severe liquidity issues, which were known to the then KMPs of the IL&FS group.

- **Responses from the representatives of the company:**

IL&FS as a Holding company of ITNL had been providing funding support to ITNL on a regular basis based on its requirements. The decision for the same were taken at the Group level by IL&FS Group Management Board taking into account overall group requirement, exposure level etc.

Similarly, ITNL as a parent company of the SPV was required to provide funding support to the SPVs to meet their cash flow requirements. This was also necessitated due to various Sponsor undertakings provided by ITNL to Senior lenders at the time of financial closure of the Project.

ITNL had varied sources of funds, external and internal to meet the requirements of the SPVs. Whenever, there was need of funds at the SPV level and ITNL was not able to arrange funds externally, IFIN, which was the sole syndicating agency appointed by ITNL to raise funds, used to arrange funds from the Group entities either from its own book or from IL&FS and group companies to infuse the same into SPVs. Identification of group lender and quantum of borrowing was done by IFIN / IL&FS senior management.

The SPVs were utilising the funds to meet their obligations to external and internal lenders including IL&FS. The transactions pointed out by the auditors were carried out as part of regular cash flow / liquidity management activities of ITNL and SPVs.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above with regard to the circular transactions between IL&FS Limited and ITNL & its SPVs. (i.e., the loans availed by ITNL and its SPVs from IL&FS Limited were utilised to repay outstanding loans on the same day or subsequent day to IL&FS Limited).

GT Assessment:

- Thus, our assessment remains unchanged that IL&FS Limited had disbursed multiple loans to ITNL/SPVs even though ITNL was facing severe liquidity issues, which were known to the then KMPs of the IL&FS group.

4.1.2 Potential instances indicate that short-term borrowings were utilised for making a sub-debt contribution in SPVs.

Summary of potential anomalies identified:

- Based on the review of the bank book of ITNL, we noted instances wherein ITNL had availed short-term borrowings, and the same were utilized for making investments in SPVs in the form of sub-debt. The below table highlights such instances noted during the review period: (INR in crs)

#	Short Term Borrowings			Sub-debt Contribution by ITNL in SPV		
	Date	Name of Lender	Amount	Date of Sub-debt Contribution	Name of SPV	Amount
1	26 April 2013	IL&FS Securities Services Ltd	200.00	03 May 2013	MPBCDCL	5.00
2	05 February 2014	CP-Ratnakar	50.00	11 February 2014	IRIDCL	8.27
3	05 May 2014	State Bank of Patiala	55.00	06 May 2014	JRPICL	3.00
4	27 June 2014	CP - Indusind Bank Limited	200.00	28 June 2014	IRIDCL	2.00
					MPBCDCL	7.00
5	26 August 2014	CP-L&T Mutual Fund	40.00	27 August 2014	MPBCDCL	5.00
6	27 November 2014	CP-Reliance MF	50.00	27 November 2014	JRPICL	3.00
					MPBCDCL	7.00
					SBHL	3.00
7	10 December 2014	CP-Indiabulls	75.00	11 December 2014	BAEL	18.00
8	14 January 2015	Standard Chartered Bank	25.00	14 January 2015	BAEL	5.00
9	22 January 2015	CP-Principal MF	50.00	23 January 2015	JRPICL	3.50
10	27 February 2015	CP-Birla Sunlife	100.00	27 February 2015	IRIDCL	2.00
					MPBCDCL	7.50
				03 March 2015	BAEL	9.00
					MPBCDCL	3.10
11	30 March 2015	CP-L&T Mutual Fund	25.00	07 April 2015	BAEL	8.54
12	06 April 2015	CP-Indiabulls	50.00	07 April 2015	BAEL	10.46
					IRIDCL	2.00
					KSEL	18.00
13	12 May 2015	CP-L&T Mutual Fund	50.00	12 May 2015	SBHL	8.00
14	28 May 2015	CP-Reliance MF	50.00	29 May 2015	KSEL	1.00
15	29 May 2015	CP-L&T Mutual Fund	75.00	30 May 2015	MPBCDCL	8.00
					SBHL	2.00
16	02 June 2015	CP-Birla Sunlife	50.00	15 June 2015	KSEL	10.00
17	19 August 2015	IL&FS	100.00	19 August 2015	SBHL	10.00
18	08 October 2015	CP-Reliance MF	50.00	09 October 2015	SBHL	6.00
19	16 October 2015	CP-JM Financial	50.00	19 October 2015	RIDCOR	1.00
20	30 October 2015	CP-JM Financial	50.00	30 October 2015	BAEL	11.00
					SBHL	4.00
21	30 October 2015	IL&FS	120.00	30 October 2015	BAEL	0.50
					IRIDCL	1.00
					KSEL	2.00
					SBHL	5.00

#	Short Term Borrowings			Sub-debt Contribution by ITNL in SPV		
	Date	Name of Lender	Amount	Date of Sub-debt Contribution	Name of SPV	Amount
22	04 November 2015	CP-L&T Mutual Fund	75.00	10 November 2015	BAEL	25.00
					SBHL	4.00
23	04 November 2015	IL&FS	50.00	04 November 2015	KSEL	2.00
24	06 November 2015	IL&FS Securities Services Ltd	100.00	07 November 2015	BAEL	26.00
					SBHL	5.80
25	10 November 2015	IL&FS	75.00	10 November 2015	BAEL	20.02
26	09 November 2015	Ratnakar Bank	75.00	10 November 2015	BAEL	6.98
					KSEL	10.00
27	30 November 2015	Gujarat Integrated Maritime Complex Pvt. Ltd	300.00	30 November 2015	KSEL	1.00
28	21 December 2015	Deutsche Bank-Invoice Financing	28.44	22 December 2015	BAEL	18.00
					KSEL	4.59
29	30 December 2015	Sabarmati Capital One Limited	118.00	30 December 2015	KNCEL	1.22
					KSEL	2.71
30	31 December 2015	United Bank of India	100.00	31 December 2015	KSEL	5.54
31	01 January 2016	CP-JM Financial	50.00	07 January 2016	BAEL	8.00
32	13 January 2016	CP-JM Financial	50.00	21 January 2016	BAEL	21.65
33	19 January 2016	CP-JM Financial	75.00	21 January 2016	BAEL	31.35
34	22 January 2016	IL&FS Cluster Development Initiative Limited	170.00	22 January 2016	KSEL	5.00
35	01 February 2016	Livia India Limited	131.00	01 February 2016	IRIDCL	1.50
					JSEL	10.00
					MBEL	10.00
					MPBCDCL	7.00
					PSRDCL	8.00
					SBHL	6.00
36	29 February 2016	Kanak Resources	113.00	01 March 2016	JSEL	9.50
					KSEL	2.00
					MBEL	14.00
					PSRDCL	8.00
37	07 April 2016	Deutsche Bank-Invoice Financing	18.00	07 April 2016	SSTL	3.50
38	05 May 2016	CP-JM Financial	60.00	06 May 2016	BAEL	2.00
					SSTL	3.50
39	04 July 2016	CP-JM Financial	55.00	07 July 2016	SSTL	0.50
40	29 August 2016	IDBI	200.00	30 September 2016	JIICL	0.25
41	30 September 2016	Bank of Baroda	600.00	30 September 2016	IRIDCL	0.50
42	07 December 2016	CP-JM Financial	30.00	14 December 2016	KNCEL	2.25
43	10 February 2017	CP-JM Financial	50.00	10 February 2017	JIICL	8.00
				14 February 2017	KNCEL	2.17

#	Short Term Borrowings			Sub-debt Contribution by ITNL in SPV		
	Date	Name of Lender	Amount	Date of Sub-debt Contribution	Name of SPV	Amount
44	15 February 2017	IL&FS Rail Limited	100.00	15 February 2017	BAEL	4.50
45	03 January 2018	CP from Bhopal Co-operative Bank	26.00	05 January 2018	SSTL	0.60
46	05 March 2018	Beigh Construction Company	75.00	06 March 2018	SSTL	0.83
		Grand Total	4,239.44			503.33

*The above work has derived from the workbook, namely “Point 93 N 95 – ITNL Loan utilisation from FY 14 – FY 18 F” provided by the representative of ITNL.

- It can be noted from the above table that ITNL had availed short-term borrowing of INR 4239.44 crs and utilized an amount of INR 503.33 crs from the said borrowings to make investments in the form of sub-debt in SPVs. (long-term in nature).
- Thus, based on the above, it appears that ITNL potentially utilized short-term borrowings to make long-term investments resulting in a potential asset-liability mismatch in the standalone financial statements of ITNL.
- Note: The above transactions have been identified from the end utilisation workings provided by ITNL. Further, the transactions highlighted in the above observation are only those transactions where we were able to map on one to one basis, where the borrowings were taken on a short-term basis and utilised for long-term purposes. This exercise is performed on the best effort basis as we were not provided with the complete bank statements of ITNL for the Review Period.
- Additionally, it is pertinent to note that the above transaction does not contain observations where funds were borrowed, routed through mutual funds, fixed deposits, etc., and then ultimately invested into group companies (via loans or investments) for which payments were not expected shortly due to liquidity constraints.

▪ Responses from the representatives of the company:

ITNL was not an NBFC and was not governed by RBI regulations with respect to asset-liability mismatch and utilisation of short term funding. ITNL as a promoter/sponsor of the project as per the provisions of the Concession Agreement and in terms of the financing agreements for the project, was obligated to infuse certain percentage of capital in the form of equity and sub debt into the project SPVs. Given the period of Concessions, investment into project SPVs by nature were for long term.

ITNL as a HoldCo used to raise funds from various sources including Equity Capital, Preference Shares, NCDs, Long term loans from banks and financial institutions, Short Term Loans, Commercial Papers etc. As far as lending to HoldCos are concerned, Banks generally do not provide funds for

maturities more than 5 years. In most cases, the loans provided were for the maturity ranging from 2-5 years. Only in case of NCDs however the maturities ranged from 3 years to 10 years and since 2016 ITNL tried to raise maximum funds through NCDs. ITNL also raised significant portion of its funds in 2016-2018 through external commercial borrowings where maturities ranged from 3 years to 5 years. It is pertinent to note that since 2015 ITNL reduced its exposure to Commercial Papers (which were mainly short term in nature - 3 months) significantly. The Borrowings through CP's which stood at 1,500 cr as of June 30, 2015 (Limited review audited numbers) was reduced to less than Rs 200 cr as of March 31, 2018 (audited numbers). Snap shot of the accounts for the 2 periods are attached. The source of repayment for reduction of the CP's were met out of long term borrowing from banks and out of NCD which was primarily of 5 year to 10 year maturity. As stated earlier ITNL had multiple sources and mix of borrowing including bank loans and NCD's which were long term in nature and the prime objective of these was to reduce the dependence on short term borrowing including CP's. While this reduction in the CP was demonstrated during the intervening period from June 2015 to Mar 2018 there are no one to one matching as funds were made available in a common pool of bank account for its inflows and outflows.

Thus, ITNL raised funds based on market conditions, availability of credit facilities and taking advantage of interest rate movements through a mix of Bank loans, NCDs External Commercial Borrowings and other borrowings. The utilisation of all borrowings including investments in SPVs through Equity and Sub debt contribution was in accordance with the sanction terms / end use stipulations and such terms did not restrict nor had a clause limiting such utilisation in sub debt & investments. Short term/Long term ratio was always monitored at ITNL level. ITNL had a good mix of long term to short term ratio which can be observed from its financial statements and was also stated in the rating reports published by rating agencies.

GT Comments on the responses provided by the representatives of the company:

- As highlighted in Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 21- Potential stress/ liquidity issues which appear to be known to the then KMPs of the IL&FS Group), we had noted multiple email communications which indicated that ITNL was under financial stress and had severe liquidity issues since FY 2012-13. The representatives of ITNL, in their responses, have stated that banks generally did not fund for maturities for more than five years, which further indicates that short-term funds were to be utilised for short term purposes rather than long term purposes. Also, it was stated that NCDs were utilised to repay short-term borrowings. However, the representatives of ITNL are unable to provide one-to-one mapping as the funds were used from a common pool of bank accounts. Further, even though there were no restrictions on the end-use of short-term borrowings, the said funds were utilised to make long-term investments even when ITNL was facing liquidity constraints. Additionally, if the short term funds are utilised for the

long term purpose and if the said purpose takes time to generate returns then it becomes difficult to repay the short terms borrowings thereby creating liquidity gap.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had potentially utilized short-term borrowings to make long-term investments which resulted in a potential asset-liability mismatch as well as liquidity issues in the standalone financial statements of ITNL.

4.1.3 Potential instances of the utilization of short-term borrowings for making equity contribution in SPVs

Background and Observation

- Based on the review of bank statements of ITNL, we noted instances where ITNL availed short-term borrowings, and the same were utilized for making equity contributions in SPVs. The below table highlights such instances noted during the review period: (INR in crs)

#	Short Term Borrowings			Equity Contribution by ITNL in SPV				
	Date	Name of the Lender	Amount	Date of Equity Contribution	Name of SPV	Amount		
1	26 April 2013	IL&FS Securities Services Ltd	200.00	03 May 2013	IRIDCL	13.50		
2	23 January 2014	State Bank of Patiala	100.00	24 January 2014	IRIDCL	15.00		
3				24 January 2014	KNCEL	15.00		
4	05 February 2014	Ratnakar Bank (Commercial Papers)	50.00	11 February 2014	KSEL	9.00		
5	05 May 2014	State Bank of Patiala	55.00	06 May 2014	BKEL	5.00		
6				06 May 2014	KNCEL	12.50		
7				06 May 2014	KSEL	4.00		
8	02 June 2014	IOB (Commercial Papers)	100.00	03 June 2014	KNCEL	45.00		
9				04 June 2014	BAEL	10.00		
10	27 June 2014			04 June 2014	KSEL	6.00		
11				30 June 2014	BAEL	26.30		
12	10 July 2014	Indusind Bank Limited (Commercial Papers)	200.00	30 June 2014	KNCEL	14.10		
13				12 July 2014	KSEL	7.00		
14				15 July 2014	RMGL	30.15		
15				16 July 2014	IIPL	18.00		
16				17 July 2014	KSEL	20.00		
17	10 December 2014	Indiabulls (Commercial Papers)	75.00	11 December 2014	JSEL	0.50		
18				11 December 2014	KSEL	13.65		
19	26 December 2014	Karur Vysya Bank	100.00	29 December 2014	IRL	4.55		
20				29 December 2014	RMGL	2.45		
21	13 January 2015	Ratnakar (Commercial Papers)	50.00	14 January 2015	IIPL	24.88		
22				15 January 2015	RMGSL	3.50		
23	15 January 2015	IL&FS Rail Limited	75.00	20 January 2015	IRL	6.57		
24	13 March 2015	Bank of India (Commercial Papers)	100.00	16 March 2015	IRL	6.58		
25				16 March 2015	RMGL	3.50		

#	Short Term Borrowings			Equity Contribution by ITNL in SPV		
	Date	Name of the Lender	Amount	Date of Equity Contribution	Name of SPV	Amount
13	30 March 2015	Reliance MF (Commercial Papers)	50.00	31 March 2015	I IPL	10.63
14	06 April 2015	Indiabulls (Commercial Papers)	50.00	10 April 2015	IRL	3.30
15				10 April 2015	RMGSL	1.75
16	15 April 2015	Standard Chartered Bank	30.00	15 April 2015	I IPL	21.86
17	26 May 2015	Reliance MF (Commercial Papers)	75.00	28 May 2015	RMGL	2.45
18	28 May 2015	Reliance MF (Commercial Papers)	50.00	29 May 2015	RMGSL	3.00
19	29 May 2015	Birla Sunlife (Commercial Papers)	100.00	29 May 2015	IRL	22.75
20				29 May 2015	RMGSL	1.55
21	26 June 2015	ICBC Bank	120.00	26 June 2015	IRL	14.78
22	05 October 2015	Standard Chartered Bank	30.00	07 October 2015	ACEL	0.47
23				07 October 2015	FSEL	8.50
24				07 October 2015	JRPICL	1.50
25	07 October 2015	IL&FS	22.00	07 October 2015	ACEL	11.03
26	08 October 2015	Reliance MF (Commercial Papers)	50.00	12 October 2015	RMGL	3.50
27	20 October 2015	IL&FS	155.00	21 October 2015	IRL	6.50
28	27 October 2015	DSP Blackrock (Commercial Papers)	75.00	30 October 2015	IRL	11.06
29				30 October 2015	RMGL	2.45
30				30 October 2015	RMGSL	3.50
31	06 November 2015	IL&FS Securities Services Ltd	100.00	07 November 2015	JIICL	2.00
32	26 November 2015	Reliance MF (Commercial Papers)	75.00	27 November 2015	KNCEL	8.00
33				30 November 2015	RMGL	2.45
34	30 November 2015	Gujarat Integrated Maritime Complex Pvt. Ltd	300.00	30 November 2015	IRL	11.05
35	01 December 2015	JM Financial (Commercial Papers)	50.00	07 December 2015	RMGSL	3.50
36	30 December 2015	Sabarmati Capital One Limited	118.00	30 December 2015	IRL	20.55
37				30 December 2015	RMGL	2.45
38				30 December 2015	RMGSL	8.16
39	31 December 2015	United Bank of India	100.00	31 December 2015	RMGSL	0.45
40	01 January 2016	JM Financial (Commercial Papers)	50.00	05 January 2016	KNCEL	9.00
41	01 February 2016	Livia India Limited	131.00	01 February 2016	IRL	19.52
42				01 February 2016	KNCEL	5.00
43				01 February 2016	RMGSL	7.00
44	29 February 2016	Kanak Resources	113.00	01 March 2016	IRL	3.08

#	Short Term Borrowings			Equity Contribution by ITNL in SPV		
	Date	Name of the Lender	Amount	Date of Equity Contribution	Name of SPV	Amount
34	29 February 2016	Unique Waste Processing Company Ltd.	14.00	01 March 2016	RMGSL	3.57
35	14 March 2016	Rapid Metro Gurgaon South Ltd	70.00	15 March 2016	KNCEL	0.81
36	15 June 2016	JM Financial (Commercial Papers)	50.00	23 June 2016	RMGSL	9.18
37	30 September 2016	Bank of Baroda	600.00	30 September 2016 30 September 2016	IRL RMGSL	7.80 4.20
38	30 November 2016	Standard Chartered Bank	30.00	02 December 2016	IRIDCL	0.65
39	27 December 2016	JM Financial (Commercial Papers)	15.00	29 December 2016 29 December 2016	ACEL FSEL	1.00 1.00
40	18 September 2017	Societe Generale	50.00	20 September 2017	EMSL	16.70
41	26 December 2017	Bhopal Co-operative Bank (Commercial Papers)	41.00	27 December 2017	ACEL	15.00
42	30 December 2017	Bank of Baroda	750.00	01 January 2018	BAEL	12.75
43	03 January 2018	Bhopal Co-operative Bank (Commercial Papers)	26.00	04 January 2018	ACEL	5.00
44	11 January 2018	JM Financial (Commercial Papers)	50.00	11 January 2018	EMSL	17.73
45	27 February 2018	Beigh Construction Company	125.00	28 February 2018	BAEL	12.00
46	05 March 2018	Beigh Construction Company	75.00	06 March 2018	FSEL	3.85
			5,045.00			660.77

- It can be noted from the above table that ITNL had availed short-term borrowing of INR 5,045 crs during the Review Period and utilized an amount of INR 660.77 crs to make equity contributions in its SPVs.
- Thus, based on the above, it appears that ITNL potentially used short-term borrowings to make long-term investments. This resulted in a potential asset-liability mismatch in the standalone financial statements of ITNL.
- Note:
 - The above transactions have been identified from the end utilisation workings provided by ITNL. Further, the transactions highlighted in the above observation are only those transactions we were able to map on one to one basis, where the borrowings were taken on a short-term basis and utilised for long-term purposes. This exercise is performed on the best effort basis as we were not provided with the complete bank statements of ITNL for the Review Period.

- Additionally, it is pertinent to note that the above transaction does not contain those observations where funds were borrowed, routed through mutual funds, fixed deposits, etc., and then ultimately invested into group companies (via loans or investments) for which payments were not expected in the near future due to liquidity constraints.

- **Responses from the representatives of the company:**

ITNL was not an NBFC and was not governed by RBI regulations with respect to asset-liability mismatch and utilisation of short term funding. ITNL as a promoter/sponsor of the project as per the provisions of the Concession Agreement and in terms of the financing agreements for the project, was obligated to infuse certain percentage of capital in the form of equity and sub debt into the project SPVs. Given the period of Concessions, investment into project SPVs by nature were for long term. ITNL as a HoldCo used to raise funds from various sources including Equity Capital, Preference Shares, NCDs, Long term loans from banks and financial institutions, Short Term Loans, Commercial Papers etc.

As far as lending to HoldCos are concerned, Banks generally do not provide funds for maturities more than 5 years. In most cases, the loans provided were for the maturity ranging from 2-5 years. Only in case of NCDs however the maturities ranged from 3 years to 10 years and since 2016 ITNL tried to raise maximum funds through NCDs. ITNL also raised significant portion of its funds in 2016-2018 through external commercial borrowings where maturities ranged from 3 years to 5 years. It is pertinent to note that since 2015 ITNL reduced its exposure to Commercial Papers (which were mainly short term in nature - 3 months) significantly. The Borrowings through CP's which stood at 1,500 cr as of June 30, 2015 (Limited review audited numbers) was reduced to less than Rs 200 cr as of March 31, 2018 (audited numbers). Snap shot of the accounts for the 2 periods are attached. The source of repayment for reduction of the CP's were met out of long term borrowing from banks and out of NCD which was primarily of 5 year to 10 year maturity. As stated earlier ITNL had multiple sources and mix of borrowing including bank loans and NCD's which were long term in nature and the prime objective of these was to reduce the dependence on short term borrowing including CP's. While this reduction in the CP was demonstrated during the intervening period from June 2015 to Mar 2018 there are no one to one matching as funds were made available in a common pool of bank account for its inflows and outflows.

Thus, ITNL raised funds based on market conditions, availability of credit facilities and taking advantage of interest rate movements through a mix of Bank loans, NCDs External Commercial Borrowings and other borrowings. The utilisation of all borrowings including investments in SPVs through Equity and Sub debt contribution was in accordance with the sanction terms / end use stipulations and such terms did not restrict nor had a clause

limiting such utilisation in sub debt & investments. Short term/Long term ratio was always monitored at ITNL level. ITNL had a good mix of long term to short term ratio which can be observed from its financial statements and was also stated in the rating reports published by rating agencies.

GT Comments on the responses provided by the representatives of the company:

- As highlighted in the Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 21- Potential stress/ liquidity issues which appears to be known to the then KMPs of the IL&FS Group), we had noted multiple email communications which indicated that ITNL was under financial stress and had severe liquidity issues since FY 2012-13. The representatives of ITNL, in their responses, have stated that banks generally did not fund for maturities for more than five years, which further indicates that short-term funds were to be utilised for short term purposes rather than long term purposes. Also, it was stated that NCDs were utilised to repay short-term borrowings. However, the representatives of ITNL are unable to provide one-to-one mapping as the funds were used from a common pool of bank accounts. Further, even though there were no restrictions on the end-use of short-term borrowings, the said funds were utilised to make long-term investments even when ITNL was facing liquidity constraints. Additionally, if the short term funds are utilised for the long term purpose and if the said purpose takes time to generate returns, then it becomes difficult to repay the short terms borrowings, thereby creating a liquidity gap.

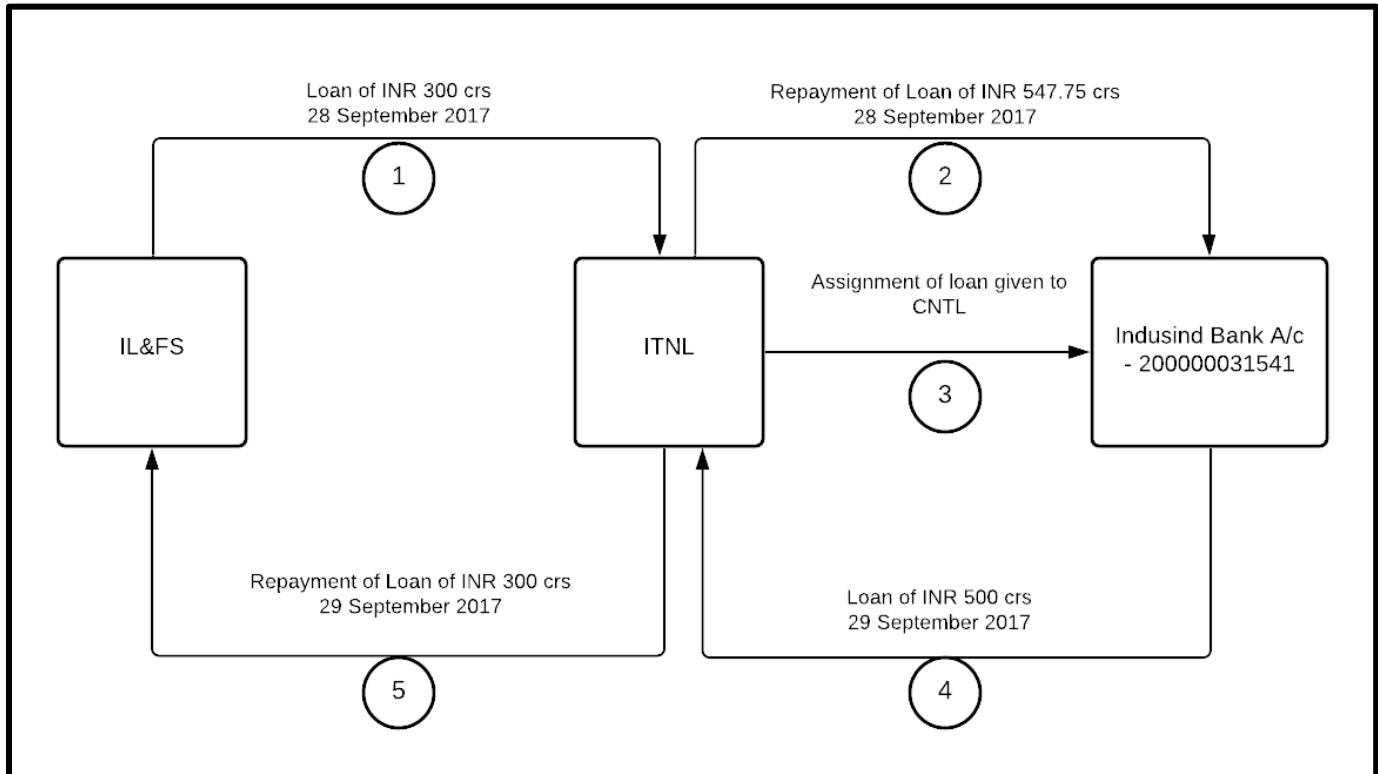
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had potentially utilized short-term borrowings to make long-term investments, resulting in a potential asset-liability mismatch in the standalone financial statements of ITNL.

4.1.4 Potential anomalies in loan facilities availed from IndusInd Bank

Background and Observation

- Diagrammatic presentation of the transactions entered into:



- Based on the review of the banking records of the IL&FS Limited and ITNL, it was noted that -
 - 28 September 2017 - IL&FS Limited had provided a loan of INR 300 crs to ITNL;
 - 28 September 2017 - ITNL utilized the loan proceeds to repay the outstanding loan including interest on behalf of the below mentioned SPVs amounting to INR 547.75 crs of Indusind bank;

#	Name of SPVs	Amount of loan (INR in crs)
1.	MPBCDCL	259.00
2.	TRDCL	100.00
3.	IRIDCL	74.00
4.	RMGSL	54.00
5.	KSFL	32.00
6.	EHEL	26.00
Total		545.00

- 29 September 2017 – ITNL had assigned CNTL existing loan amounting to INR 500 crs to Indusind Bank against which Indusind Bank had paid INR 500 crs to ITNL; and
 - 29 September 2017 – ITNL had utilized the said proceeds to repay the outstanding borrowings of INR 300 crs to IL&FS Limited.
- Thus, it appears that ITNL had availed temporary loan facilities from IL&FS Limited to repay outstanding borrowings of Indusind Bank on behalf of above mentioned SPVs. Further, ITNL received INR 500 crs from IndusInd Bank by assigning CTNL existing loans from which INR 300 crs was utilised to repay the said temporary borrowings availed from IL&FS Limited.
- **Responses from the representatives of the company:**

The transactions with IndusInd bank were two separate transactions -

IL&FS had provided a loan of Rs 300 crs to ITNL. ITNL utilised this amount and other available funds with ITNL to provide loans to following SPV's to enable them to repay their loans to IndusInd bank totalling to Rs 545 cr (including interest of 2.75cr)

MPBCPL – 259 cr

TRDCL – 100 cr

IRIDCL - 74 cr

RMGSL – 54 cr

KFSL – 32 cr

EHEL – 26 cr

Total – 545 cr

As a separate transaction ITNL had assigned its loan of Rs 500 crs in CNTL to IndusInd bank and the funds were received directly by ITNL for the assignment done. ITNL utilised part of the amount (Rs 300 crs out of the Rs 500 cr) received from IndusInd bank to repay IL&FS. The above transactions were done in normal course of cash flow management of ITNL and SPVs and no anomaly was noticed in the same.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Further, they are contending that both transactions with IndusInd Bank were separate transactions and were done in the normal course of cash flow management. However, it is to be noted that funds borrowed from IL&FS Limited on 28 September 2017 for ultimately repaying the loan to IndusInd Bank were repaid to IL&FS Limited on 29 September 2017 through funds received

from IndusInd Bank. Thus, the outstanding loans of SPVs to IndusInd Bank were replaced by CNTL loans assigned by ITNL.

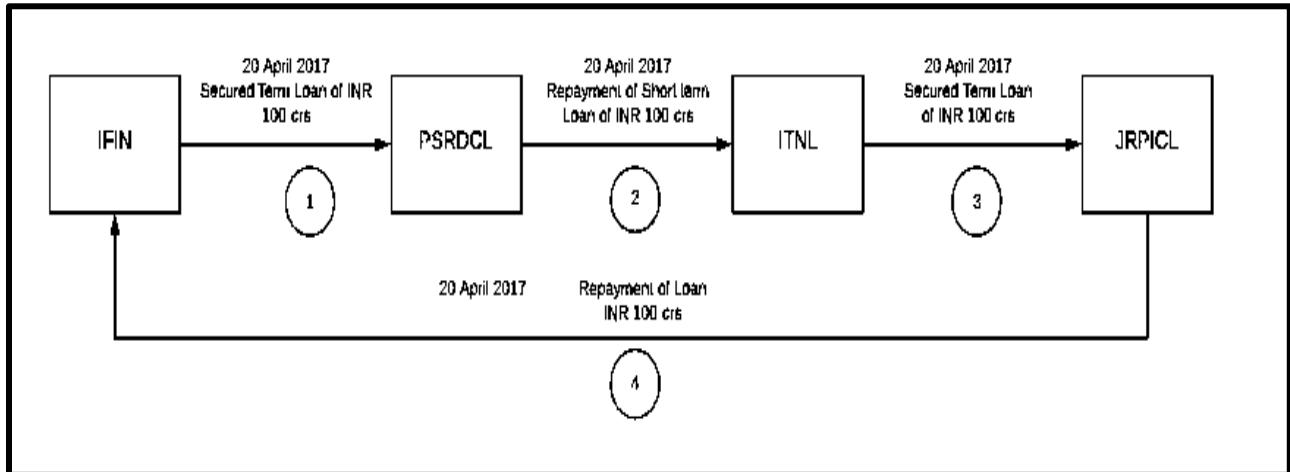
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had availed temporary loan facilities from IL&FS Limited to repay outstanding borrowings of Indusind Bank.

4.1.5 Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL

Background and Observation

- Diagrammatic presentation of the transactions entered into



- Based on the review of the banking records of the IFIN, ITNL, and its SPVs, it was noted that on 20 April 2017-
 - IFIN had provided a short-term loan of INR 100 crs to PSRDCL.
 - PSRDCL had utilized the said loan proceeds to repay its outstanding borrowings of INR 100 crs to ITNL.
 - Subsequently, ITNL had provided a loan of INR 100 crs to JRPICL.
 - Later, JRPICL had utilized the said proceeds to repay the outstanding borrowings of INR 100 crs to IFIN.
 - Thus, it appears that PSRDCL had availed temporary loan facilities from IFIN, which were ultimately utilized to repay outstanding borrowings of JRPICL, which were availed from IFIN.
 - **Responses from the representatives of the company:**

In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs. In view of this, JRPICL which was having IFIN as a group debt in its books were required to be paid off. Consequently, IFIN granted a loan to PSRDCL which was utilised by it to repay ITNL loan. ITNL further granted a fresh loan to JRPICL to enable it to repay IFIN so that the group debt in JRPICL was paid off prior to raising of the NCD.

Thus, the exposure of IFIN in JRPICL was shifted to PSRDCL. The entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest. The observation of GT stating that IFIN loan was utilised to repay outstanding loans of PSRDCL and JRPICL is hence incorrect.

GT Comments on the responses provided by the representatives of the company:

- Based on the responses provided by the representatives of the Company, it can be noted that one of the conditions for JRPICL to avail NCD funding was that no other debts (other than ITNL) should exist in the books of JRPICL. Hence, exposure of IFIN in books of JRPICL was shifted to PSRDCL.
- From the responses provided by the representatives of ITNL, the same flow of transactions is noted where IFIN had provided loans to PSRDCL, which were in turn utilised to repay borrowings of ITNL. Also, ITNL had provided loans to JRPICL, which were in turn utilised to repay loans of IFIN. As the said flow of transactions took place on the same day, i.e. 20 April 2017, it appears that loan facilities from IFIN were ultimately utilised to repay outstanding borrowings of JRPICL. Thus from the IFIN perspective, the loan exposure was transferred from JRPICL to PSRDCL. Further, from the JRPICL perspective, the exposure was transferred from IFIN to ITNL.

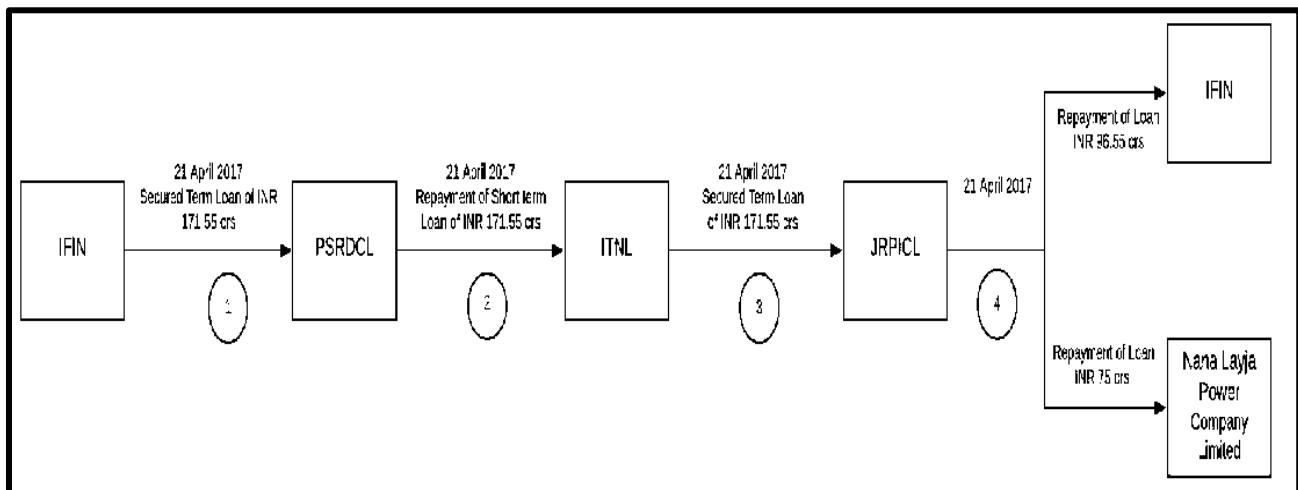
GT Assessment:

- Thus, our assessment remains unchanged that PSRDCL had availed temporary loan facilities from IFIN, which were ultimately utilized to repay outstanding borrowings of JRPICL, which were availed from IFIN.

4.1.6 Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL

Background and Observation

- Diagrammatic presentation of the transactions entered into



- Based on the review of the banking records of the IFIN, ITNL, and its SPVs, it was noted that on 21 April 2017-
 - IFIN had provided a secured term loan of INR 171.56 crs to PSRDCL.
 - PSRDCL had utilized the said loan proceeds to repay its outstanding borrowings of INR 171.56 crs to ITNL.
 - Subsequently, ITNL had provided a loan of INR 171.56 crs to JRPICL.
 - Later, JRPICL had utilized INR 96.55 crs to repay the loan of IFIN, and the balance proceeds of INR 75 crs were used to repay its loan to Nana Layja Power Company Limited.
- Thus, it appears that PSRDCL had availed temporary loan facilities from IFIN, which were ultimately utilized to repay outstanding borrowings of JRPICL, which were availed from IFIN.
- Responses from the representatives of the company:**

In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs.

In view of this JRPICL which was having IFIN as a group debt in its books were required to be paid off. Consequently IFIN granted a loan to PSRDCL which was utilised by it to repay ITNL loan. ITNL

further granted a fresh loan to JRPICL to enable it to repay IFIN and one of the group company (Nana Layja Power Co Ltd) so that the group debt in JRPICL was paid off prior to raising of the NCD.

Thus the exposure of IFIN in JRPICL was shifted to PSRDCL

Thus the entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest

The observation of GT stating that IFIN loan was utilised to repay outstanding loans of PSRDCL and JRPICL is incorrect

GT Comments on the responses provided by the representatives of the company:

- Based on the responses provided by the representatives of the Company, it can be noted that one of the conditions for JRPICL to avail NCD funding was that no other debts (other than ITNL) should exist in the books of JRPICL. Hence, exposure of IFIN in books of JRPICL was shifted to PSRDCL.
- From the responses provided by the representatives of ITNL, the same flow of transactions is noted where IFIN had provided loans to PSRDCL, which were in turn utilised to repay borrowings of ITNL. Also, ITNL had provided loans to JRPICL, which were in turn utilised to repay IFIN and Nana Layja Power Company Limited loans. As the said flow of transactions took place on the same day, i.e. 21 April 2017, it appears that loan facilities from IFIN were ultimately utilised to repay outstanding borrowings of JRPICL. Thus, from the IFIN perspective, the loan exposure was transferred from JRPICL to PSRDCL. Further from the JRPICL standpoint, the exposure was transferred from IFIN to ITNL.

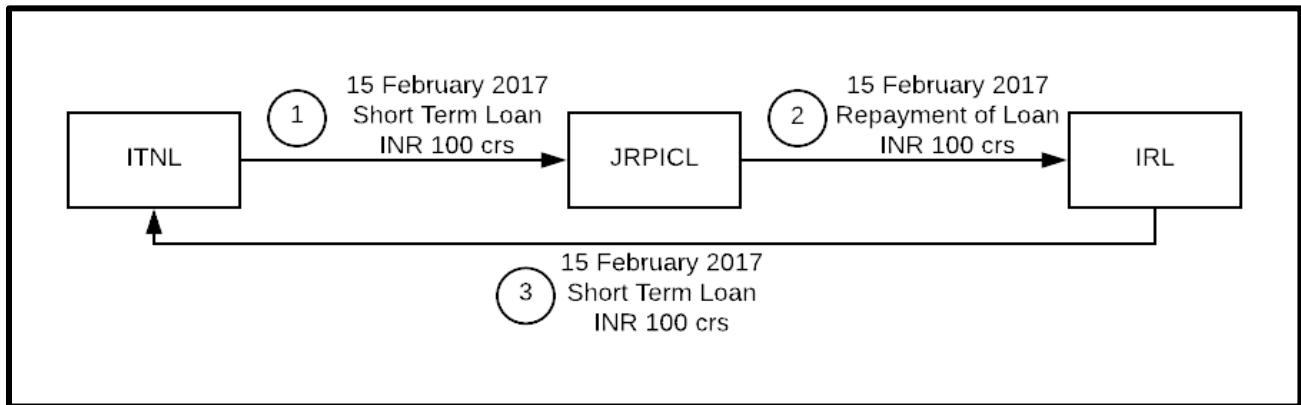
GT Assessment:

- Thus, our assessment remains unchanged that PSRDCL had availed temporary loan facilities from IFIN, which were ultimately utilized to repay outstanding borrowings of JRPICL, which were availed from IFIN.

4.1.7 Potential instances where loan facilities availed from ITNL were utilized to repay outstanding loans of ITNL – JRPICL and IRL

Background and Observation

- Diagrammatic presentation of the transactions entered into



- Based on the review of the banking records of ITNL and JRPICL, it was noted that on 15 February 2017 –
 - ITNL had provided a short-term loan of INR 100 crs to JRPICL,
 - JRPICL had utilized the said proceeds to repay its existing loan of INR 100 crs to IRL,
 - IRL had used the said proceeds to extend the loan of INR 100 crs to ITNL.
- During our review, we had identified an email dated 15 February 2017 was sent by Ajay Menon (ITNL) to Vijay Kini (ITNL) and Sachin Mohite (ITNL), wherein it was discussed that:
 - ITNL will give a loan to JRPICL - INR 80 crs.
 - JRPICL will repay a loan of IRL - INR 80 crs.
 - IRL will provide a loan to ITNL - INR 80 crs.
 - The said loan would be assigned to one of the SPV.
- Further, Vijay Kini responded to replace the amount from INR 80 crs to INR 100 crs.
- Thus, it appears that ITNL had provided loan facilities to JRPICL, which were ultimately utilized to extend the loan to ITNL through IRL.
- **Responses from the representatives of the company:**

In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs. In order to enable refinance of JRPICL debt, ITNL from its cash flow provided a loan of Rs

100 Cr to JRPICL on Feb 15, 2017 and JRPICL repaid the loan availed by it from IRL. Since IRL had surplus cash flow (arising from loan repaid by JRPICL) it provided loan to ITNL, the parent company. Thus, the entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest.

GT Comments on the responses provided by the representatives of the company:

- Based on the responses provided by the representatives of the Company, it can be noted that one of the conditions for JRPICL to avail NCD funding was that no other debts (other than ITNL) should exist in the books of JRPICL. Hence, exposure of IRL in books of JRPICL was shifted to ITNL.
- From the responses provided by the representatives of ITNL, the same flow of transactions is noted where ITNL had provided loans to JRPICL, which were utilised to repay IRL borrowings. However, as the said flow of transactions took place on the same day, i.e. 15 February 2017, it appears that loan facilities from ITNL were ultimately utilised to repay outstanding borrowings of JRPICL. Thus, from the JRPICL perspective, the exposure was shifted from IRL to ITNL.

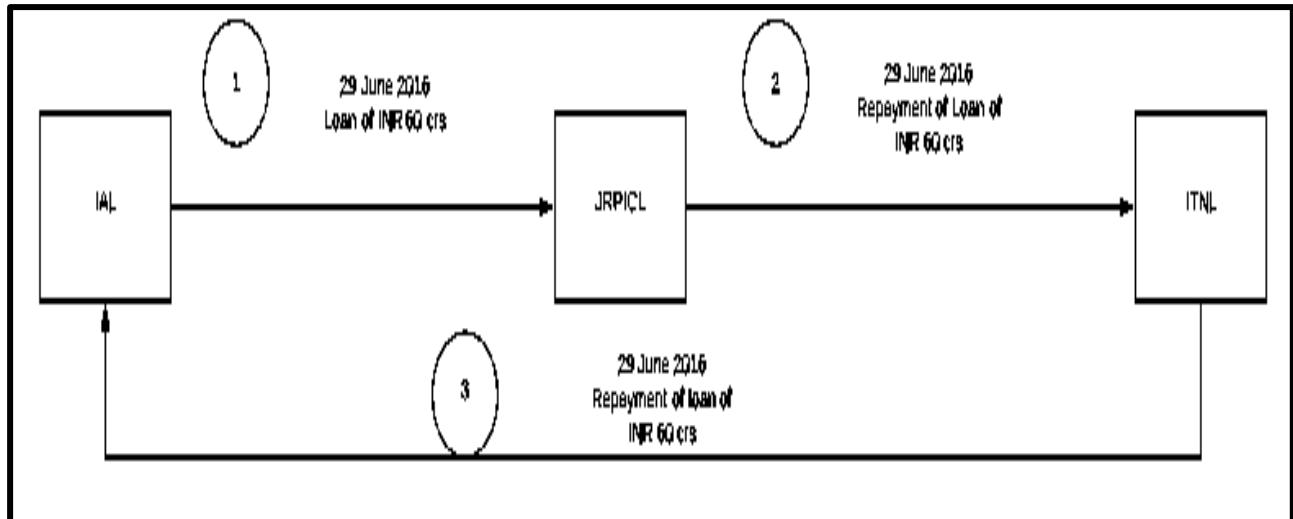
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had provided loan facilities to JRPICL, which were ultimately utilized to extend the loan to ITNL through IRL.

4.1.8 Potential instances where loan facilities availed from IAL were utilized to repay outstanding loans of IAL

Background and Observation

- Diagrammatic presentation of the transactions entered into



- Based on the review of the banking records of ITNL and JRPICL, it was noted that on 29 June 2016–
 - IAL had provided a short-term loan of INR 60 crs to JRPICL;
 - JRPICL had utilized the said proceeds to repay outstanding loans of INR 60 crs availed from ITNL;
 - ITNL had used the said proceeds to repay outstanding loans of INR 60 crs to IAL.
- Thus, it appears that IAL had provided loan facilities to JRPICL, which were ultimately utilized to repay outstanding borrowings of ITNL, which were availed from IAL.
- **Responses from the representatives of the company:**

ITNL in its capacity as promoter had provided funding support to JRPICL at various points in time to help it in its cashflow requirements. JRPICL later on (on June 29, 2016) availed short term loan from IAL and repaid the loans taken from ITNL earlier.

The cash flow at ITNL is fungible and money was raised from different sources into a common pool and the pool was then utilised to meet various obligations of ITNL including repayment of its own borrowings. ITNL thus used funds from its common pool to repay its o/s loan of IAL.

GT Comments on the responses provided by the representatives of the company:

- From the responses provided by the representatives of ITNL, the flow of transactions is noted where IAL had provided loans to JRPICL, which were in turn utilised to repay borrowings of ITNL. Further, ITNL had repaid loans to IAL. As the said flow of transactions took place on the same day, i.e. 29 June 2016, it appears that loan facilities from IAL were ultimately utilised to repay outstanding borrowings of ITNL. Thus, from the JRPICL perspective, the exposure was transferred from ITNL to IAL.

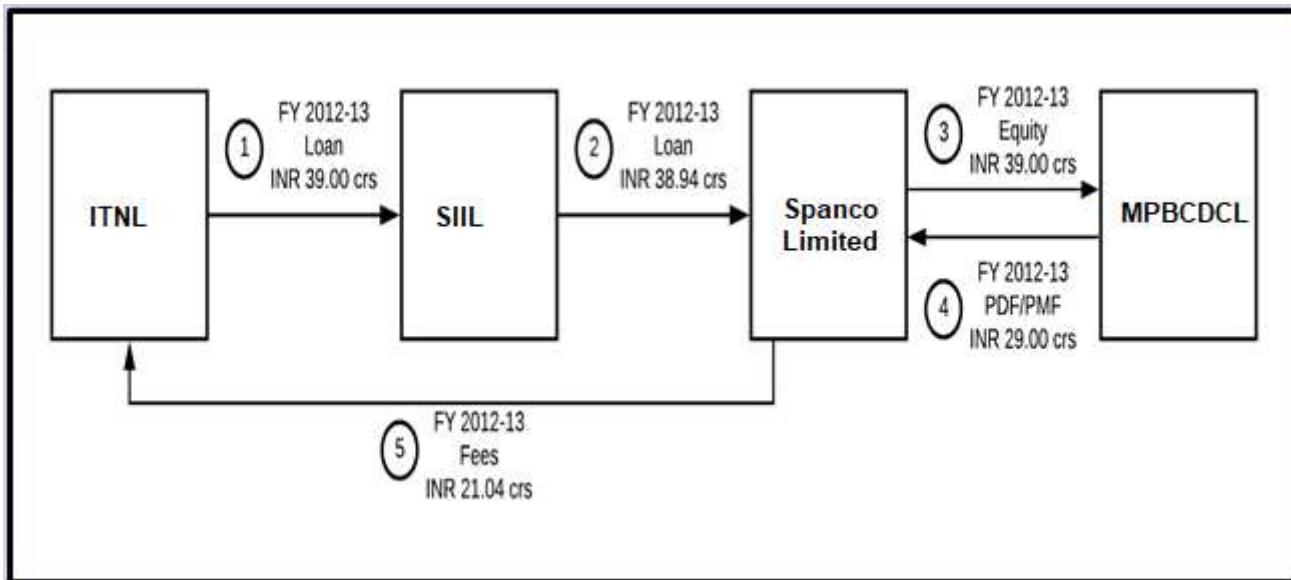
GT Assessment:

- Thus, our assessment remains unchanged that IAL had provided loan facilities to JRPICL, which were ultimately utilized to repay loans to ITNL.

4.1.9 Potential anomalies in the equity contribution by Spanco Limited and fees paid to ITNL in MPBCDCL

Background

- Diagrammatic presentation of transactions entered into:



- MP Border Checkpost Development Company Limited ('MPBCDCL') is an SPV sponsored by ITNL and Spanco Limited in the ratio of 51:49 respectively, which was awarded a BOT contract by Madhya Pradesh Road Development Corporation Limited ('MPRDCL') for the construction of Border Check Posts in the state of Madhya Pradesh.
- Based on the review of the PIM (March 2011) of MPBCDCL, it was noted that Spanco Limited would make an equity contribution of INR 99.22 crs in MPBCDCL.
- It was noted that vide agreement dated 03 November 2010 and 03 January 2011, MPBCDCL had awarded PDF/PMF contracts worth INR 111.50 crs (INR 41 crs and INR 70.50 crs) to ITNL and Spanco Limited, respectively.

Observation

Loan by ITNL to Spanco IT Infrastructure Limited

- Through email dated 07 April 2020, the representatives of ITNL had provided us with details of short-term loans provided by ITNL to Spanco IT Infrastructure Limited ('SIIL'). Based on the review of the same, it was noted that during the FY 2012-13, ITNL had disbursed short-term loans of INR 39 crs to SIIL (related party of Spanco Limited based on common directors).
- Based on the review of the financial statements of SIIL, it was noted that during FY 2012-13, SIIL had provided a loan of INR 38.94 crs to Spanco Limited.

- Subsequently, during FY 2012-13, Spanco Limited had made an equity investment of INR 39 crs in MPBCDCL.
- Thus it appears that the equity contribution of Spanco Limited in MPBCDCL was potentially funded by ITNL indirectly through Spanco IT Infrastructure Limited.
- Based on the review of MCA records, it was noted that SIIl was struck off from the registered list of companies (struck off of date is not available in the public domain).
- As of 31 March 2018, the total short-term loan and accrued interest of INR 51.59 crs to SIIl was outstanding in the books of ITNL.

PDF/PMF paid by MPBCDCL to Spanco Limited

- As per the agreement dated 20 April 2011 between MPBCDCL and Spanco Limited, a work contract of INR 170 crs was issued by MPBCDCL to Spanco Limited for non-civil works in relation to the MPBCDCL project.
- Spanco Limited vide an agreement dated 03 January 2012 had transferred its obligations for non-civil works in favour of ITNL due to its inability to continue as a sub-contractor for non-civil works on the MPBCDCL project.
- Accordingly, Spanco Limited had agreed to refund INR 111.50 crs to ITNL, which was charged to the MPBCDCL project as PDF/PMF. Further, a sum of INR 30.56 crs was repaid as a refund to ITNL. It was noted that the source of the aforesaid refund amounting to INR 29 crs was paid by the MPBCDCL project to Spanco in the nature of PDF/PMF expenses.
- Also, on 31 March 2014 and 22 April 2014, a sum of INR 64.70 crs (INR 56.42 crs + INR 8.28 crs) receivable from Spanco was adjusted in the books of ITNL against the dues and purchase of MPBCDCL shares.
- On further review, we identified a news article dated 17 August 2015, which stated that the Bombay High Court had passed an order for winding up of Spanco Limited.
- As of 31 March 2018, a sum of INR 16.24 crs [INR 111.50 crs - (INR 30.56 crs + INR 64.70 crs)] towards the said refund still was outstanding in the books of accounts of ITNL.
- Thus based on the above-mentioned details, it appears that –
 - ITNL had supported in equity infusion of Spanco in MPBCDCL by providing a loan of INR 39 crs to SIIl.
 - The said loan of INR 39 crs, along with accrued interest of INR 8.02 crs is still outstanding in the books of accounts of ITNL.

- The pending amount of refund of INR 16.24 crs is still outstanding to be received from Spanco Limited to ITNL.
- Further, a winding-up order has been passed on Spanco Limited, which has ultimately resulted in a potential loss of INR 63.26 crs (INR 39 crs + INR 8.02 crs + INR 16.24 crs).

Responses from the representatives of the company:

These transactions pertain to Year 2012-2013 and were carried out as per the decision of then MD (Mr Ramchand) and ED (Mr Mukund Sapre). The accrued interest amount on the loan is Rs 8.02 crs as per books of ITNL. The Company has made full provision for receivable from Spanco in its books as it is in winding up

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Hence, our assessment remains unchanged.

4.1.10 Potential instances where the loans were provided by Group companies of IL&FS to SPVs of ITNL through recording non-cash transactions in the books of accounts

Background & Observations

- Based on the review of the data provided to us by the representatives of ITNL, it was noted that loan transactions of non-cash nature were recorded in the books of accounts of SPVs of ITNL. The value of the said non-cash loan transactions was INR 12,788 crs. The below table provides details of the said SPVs who had availed non-cash loans from group companies of IL&FS (INR in crs):

#	Name of Lender	SPVs of ITNL										Total Book Loan	Interest @ 10%
		BKEL	CNTL	EHEL	IRIDCL	JRPICL	JSEL	MBEL	MPBDCL	PSRDCL	TRDCL		
1	Unique Waste	-	1,705	645	1,549	-	-	2,161	856	-	-	6,915	321
2	ITNL	101	-	-	54	257	653	1,231	-	900	235	3,429	100
3	IL&FS Limited	-	-	-	-	-	-	-	242	571	100	913	48
4	IFIN	-	-	-	-	156	60	-	-	34	-	250	25
5	STAMP	60	-	-	-	-	340	-	-	-	-	400	23
6	RMGSL	-	-	-	-	-	-	-	-	100	75	175	16
7	LIVIA	-	-	-	-	-	140	-	-	-	-	140	14
8	SCOL	-	-	-	-	-	60	-	-	52	-	112	12
9	Rohtas Bio	90	-	-	-	-	80	-	-	-	-	170	8
10	IAL	-	-	-	-	-	-	-	-	80	-	80	4
11	ICDIL	-	-	-	-	-	-	-	-	29	8	37	3
12	IL&FS Airport	-	-	-	-	-	20	-	-	-	-	20	2
13	IL&FS Cluster	15	-	-	-	-	83	-	-	-	-	98	2
14	Hill County	10	-	-	-	-	-	-	-	-	-	10	1
15	IRL	-	-	-	-	-	-	-	-	-	25	25	1
16	Apptex Marketing	-	-	-	-	-	-	-	-	-	15	15	1
Total		276	1,705	645	1,602	412	1,436	3,392	1,097	1,766	458	12,788	580

Note: Interest cost is computed at 10% per annum from the date of loan recorded in the books of accounts till repayments/30 September 2021. The interest rate of 10% (on a conservative basis) is considered as, in multiple instances, the details pertaining to the actual interest cost charged by the lender to respective SPVs were not available for our review.

- From the above table, it can be noted that ten SPVs had availed loans (non-cash) of INR 12,788 crs. Majority of these loans were utilised to make repayment of principal and interest payments. Also, it can be noted that due to the above non-cash transactions, the said ten SPVs had to incur an interest cost of INR 580 crs.
- Thus, it appears that SPVs had to incur interest costs on non-cash loan transactions.

Responses from the representatives of the company:

The observation made by GT on total amount of loans assigned and the loss on account of additional interest cost incurred by the SPV is factually incorrect. As part of managing its funds / borrowings and with an objective of generating cash and deleveraging its balance sheet, ITNL used to regularly

assign the loans provided by it to its SPV's from time to time to enable SPVs meet their cash flow requirement, to other lender (which could be external or group company lender) and would receive funds from the said lender. The loans mentioned in the observations were provided by ITNL to the SPVs and were later assigned to various lenders including group lenders to generate cash at ITNL

The assignment in effect meant that SPVs had borrowed funds from the new lenders and repaid the loans taken from ITNL. The assignment was done at the terms and conditions as specified by the assignee lender. This was a standard market practice and done very frequently in financial markets. There had been many instances where loans to SPVs were assigned by ITNL to even external lenders like Axis, IndusInd, Aditya Birla, L&T finance etc. In all such cases the rate of interest charged by assignee lenders depended on the commercial negotiations and had no bearing on rates charged by ITNL on its loans to SPVs. There were also cases where rates of assignee lenders were infact lower (IndusInd in case of CNTL, Axis in case of MBEL etc). Once the assignment was completed, in SPV books loans availed from ITNL were replaced with loans taken from the assignee lender.

In the observation in the report, auditors have taken a hypothetical rate of interest of 10% and compared the actual rate of interest paid by the SPVs on the assigned loans and determined a notional loss of Rs 580 Cr. This calculation is factually incorrect.

The loans from ITNL which were at rates higher than 10% (between 12%-13%) were replaced by loans from other lenders / group companies (where interest rate ranged from 14% to 16%). While SPVs paid some incremental interest, it was in routine course of managing their borrowings and balance sheet. Hence comparing the actual rate paid by SPVs with 10% is not correct.

The loans provided by ITNL were in its capacity as promoter of SPVs and under its obligation to support the SPVs. Hence, ROI of these loans was linked to cost of borrowing of ITNL

The loans provided by Assignee lenders on the other hand were pure commercial transactions and rate of interest reflected the underlying nature of such loans and risks involved being mainly unsecured loans, short term in nature, not covered by termination liability of NHAI and almost in the nature of equity. In view of above, the observation needs review by Auditors

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL itself stated that the SPVs had paid the interest rate of 14% to 16% on loans assigned by ITNL against the 10% to 12% interest rate charged by ITNL on loans provided to SPVs. GT has conservatively taken interest rate at 10% to arrive at a notional interest value. Further, it is to be noted that the interest was to be borne by the SPVs, which in turn had affected the cash flow position of the SPVs. Also, the loan extended by ITNL to its SPVs were provided without carrying out an appropriate credit assessment.

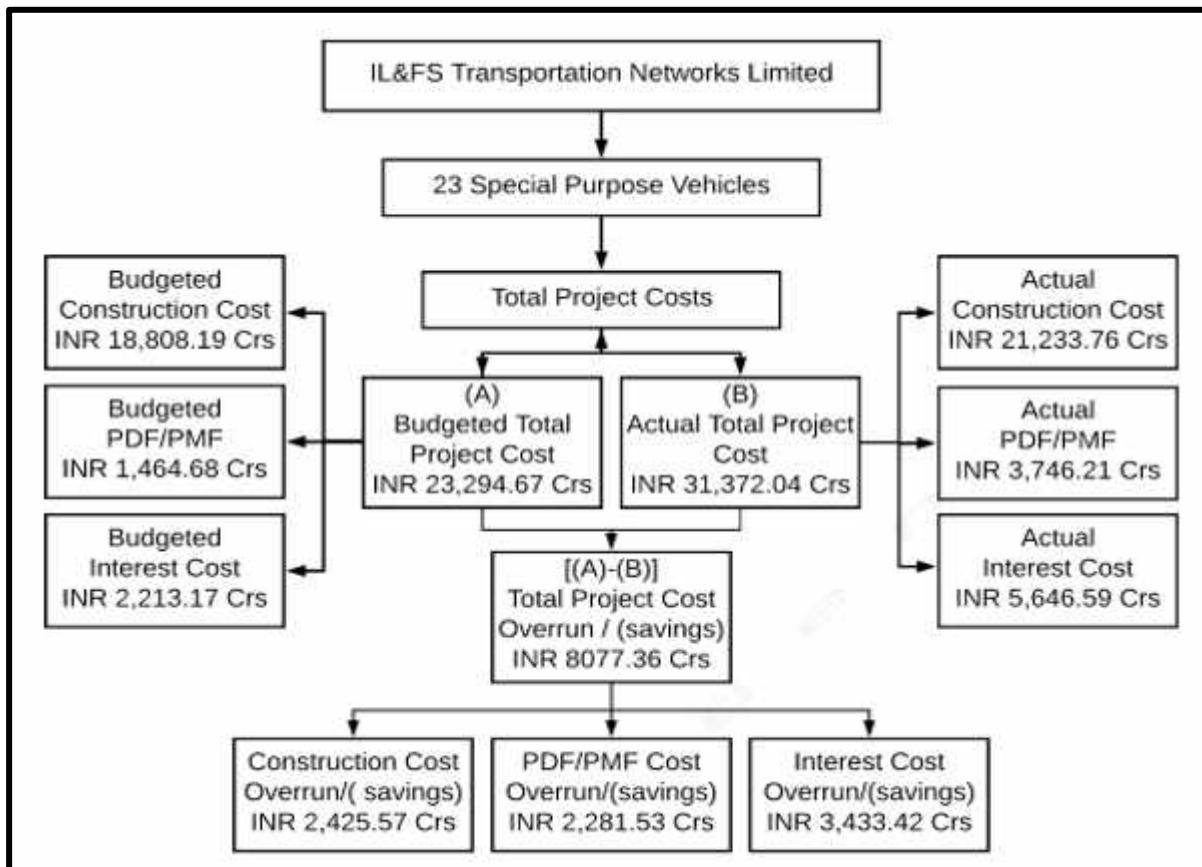
GT Assessment:

- Thus, our assessment remains unchanged that SPVs had to incur interest costs on non-cash loan transactions.

Potential anomalies noted in Project Cost

4.2 Overview of the project cost incurred by the SPVs

- Based on the email dated 17 November 2021, the data provided to us by the representatives of ITNL pertaining to the details of cost overruns/savings of 23 SPVs / projects as of 31 March 2018³³³⁴.
- Based on the above details, diagrammatic presentation of the summary of the total project cost and its components of 23 projects as of 31 March 2018 is as follows: (INR in crs)



- Note: The difference of INR 63.16 crs in the total cost overruns is due to overruns in O&M Start-up fees amounting to INR 91.34 crs , overruns in pre-operative expense amounting to INR 178.30 crs, savings in internal accrual cost amounting to INR 338.69 crs and overruns due to miscellaneous factors amounting to INR 5.9 crs.

³³ Our analysis does not include the components of project cost of 3 SPVs viz. RIDCOR, RMGL and RMGSL as the same is covered in separate reports issued or to be issued.

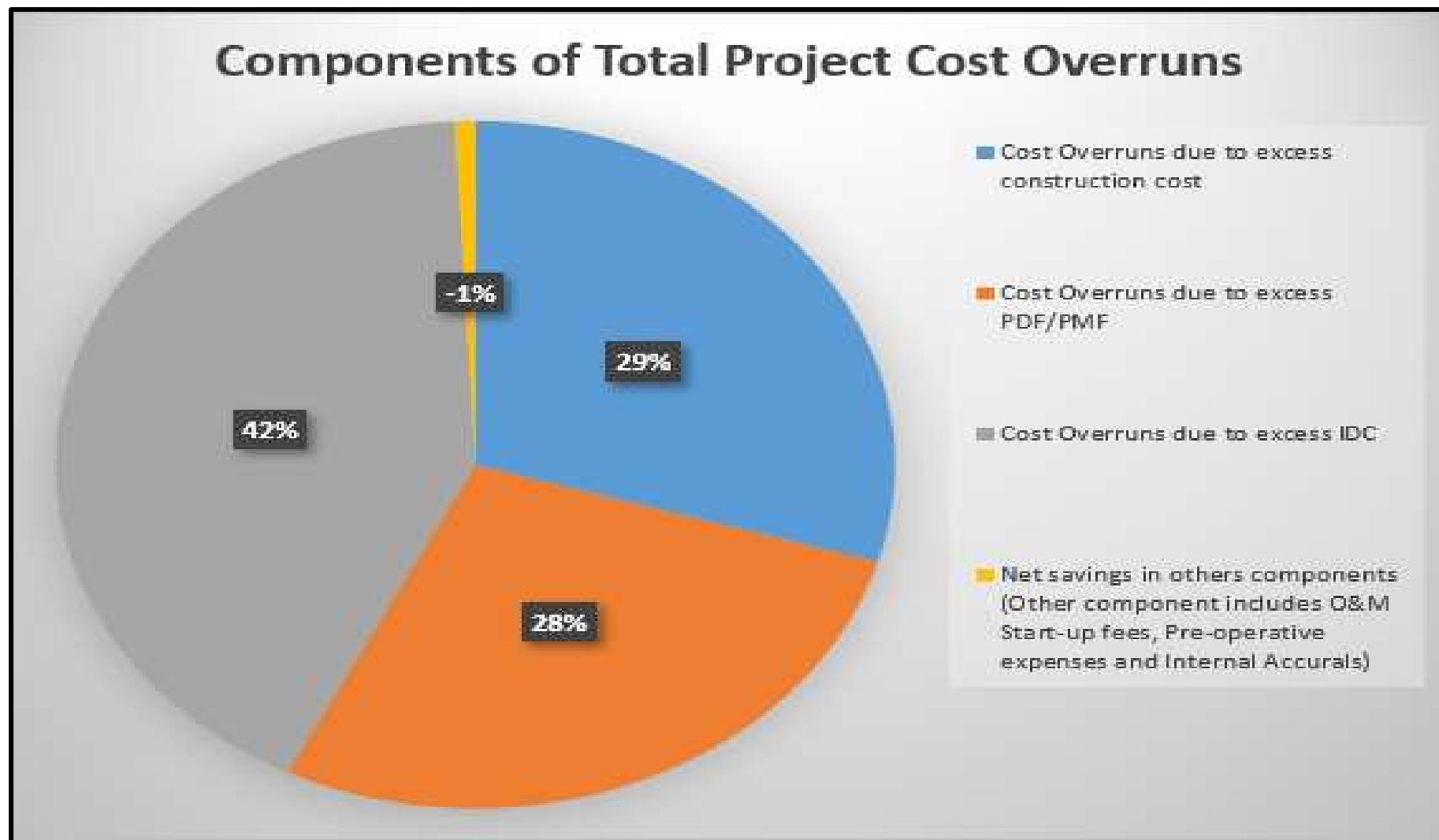
³⁴ Our analysis does not include the components of project cost of 3 projects viz. CMRL, BHRP, MPSRDC as these were EPC/Item rate contracts and therefore there are no overruns in the said projects.

The below table provides a summary of the cost overruns/savings of 23 SPVs as mentioned above: (INR in crs)

#	Name of the SPV	Total Budgeted Cost (A)	Completion status as of 31 March 2018 (B)	Proportionate Budgeted Project cost (C=A*B)	Actual Project Cost (D)	Overruns / (Savings) in project cost (D-C)
1	CNTL	3,720.00	100%	3,720.00	5,283.31	1,563.31
2	MBEL	1,983.63	100%	1,983.63	3,068.53	1,084.90
3	KNCEL	2,291.00	63%	1,443.33	2,288.07	844.74
4	KSEL	1,880.00	82%	1,541.60	2,451.64	910.04
5	PSRDCL	1,376.70	100%	1,376.70	2,125.16	748.46
6	JSEL	823.99	100%	823.99	1,487.24	663.25
7	BAEL	2,360.65	80%	1,876.72	2,443.37	566.65
8	JRPICL	2,141.00	100%	2,141.00	2,551.73	410.73
9	HREL	869.18	100%	869.18	1,161.12	291.93
10	MPBCDCL	1,350.00	81%	1,090.38	1,341.87	251.49
11	SSTL	3,288.84	18%	591.99	821.57	229.58
12	ACEL	2,737.09	10%	273.71	441.84	168.13
13	TRDCL	377.27	100%	377.27	385.63	8.36
14	SBHL	901.37	100%	901.37	967.38	66.01
15	BKEL	660.00	100%	660.00	725.71	65.71
16	NKEL	542.32	100%	542.32	599.00	56.68
17	KSFL	345.00	100%	345.00	402.00	57.00
18	EHEL	427.82	100%	427.82	472.75	44.93
19	WGEL	240.20	100%	240.20	275.28	35.08
20	GRBDCL	250.62	7%	17.54	21.05	3.50
21	IRIDCL I	349.40	100%	349.40	351.09	1.69
22	JIICL	615.00	72%	441.43	419.93	-21.50
23	FSEL	2,172.55	58%	1,260.08	1,286.77	26.69
Total		31,703.64		23,294.67	31,372.04	8,077.36

- It can be noted from the above table that there were cost overruns of INR 8098.87 crs in 22 SPVs out of 23 SPVs and cost savings of INR 21.50 crs in 1 SPVs out of 23 SPVs.

- Diagrammatic presentation of components of cost overruns:



- Further, we noted that the project cost overruns (after adjustment of cost savings) could be classified into the below-mentioned components:

#	Components of cost overruns	Amount of cost overruns (INR in crs)	Percentage of cost overruns (%)
1	Project Development Fees ('PDF') / Project Management Fees ('PMF')	2,281.53	28.25%
2	Construction Cost	2,425.57	30.03%
3	Interest cost	3,433.42	42.51%
4	O&M Start-up	91.34	1.13%
5	Pre-Operative	178.30	2.21%
6	Internal Accruals	(338.69)	(4.19)%
7	Miscellaneous	5.90	0.07%
Total		8,077.37	100%

- The below table provides the details of the project-wise breakup of components of the cost overruns incurred in the projects:

#	Name of the SPV	Cost overruns/ savings due to PDF /PMF (INR in crs)	Percent age of cost overrun s due to PDF/PM F (%)	Cost overruns/ savings due to construction cost (INR in crs)	Percentag e of cost overruns due to constructi on cost (%)	Cost overruns/savi ngs due to interest cost (INR in crs)	Percenta ge of cost overruns due to interest cost (%)	Cost overruns/savi ngs due to other components (INR in crs)	Percentag e of cost overruns due to other compone nts (%)	Total cost overruns on the project (INR in crs)
1	CNTL	184.89	12%	383.84	25%	937.79	60%	56.79	4%	1,563.31
2	MBEL	49.14	5%	469.10	43%	627.16	58%	-60.50	-6%	1,084.90
3	KNCEL	139.75	17%	328.08	39%	306.56	36%	70.59	8%	844.98
4	KSEL	134.00	15%	398.52	44%	323.34	36%	54.18	6%	910.04
5	PSRDCL	187.71	25%	344.61	46%	295.43	39%	-79.30	-11%	748.46
6	JSEL	23.63	4%	407.76	61%	203.87	31%	27.99	4%	663.25
7	BAEL	324.99	57%	-165.09	-29%	344.63	61%	62.10	11%	566.64
8	JRPICL	171.86	42%	82.99	20%	222.02	55%	-71.93	-18%	404.94
9	HREL	94.66	32%	148.30	51%	43.41	15%	5.64	2%	292.02

#	Name of the SPV	Cost overruns/ savings due to PDF /PMF (INR in crs)	Percent age of cost overrun s due to PDF/PM F (%)	Cost overruns/ savings due to construction cost (INR in crs)	Percentag e of cost overruns due to constructi on cost (%)	Cost overruns/savi ngs due to interest cost (INR in crs)	Percenta ge of cost overruns due to interest cost (%)	Cost overruns/savi ngs due to other components (INR in crs)	Percentag e of cost overruns due to other compone nts (%)	Total cost overruns on the project (INR in crs)
10	MPBCD CL	206.85	82%	-35.96	-14%	54.07	22%	26.32	10%	251.28
11	SSTL	286.14	125%	-53.32	-23%	-69.90	-31%	66.19	29%	229.11
12	ACEL	156.17	93%	24.09	14%	-13.82	-8%	1.70	1%	168.13
13	TRDCL	22.28	269%	65.30	789%	40.14	485%	-119.46	-1444%	8.27
14	SBHL	68.99	105%	-5.70	-9%	72.57	110%	-69.85	-106%	66.01
15	BKEL	86.09	131%	-50.15	-76%	24.78	38%	4.99	8%	65.71
16	NKEL	25.42	45%	42.72	75%	-8.16	-14%	-3.30	-6%	56.68
17	KSFL	-	0%	21.00	36%	37.00	64%	-	0%	58.00
18	EHEL	29.11	65%	-1.46	-3%	20.97	47%	-3.69	-8%	44.93
19	WGEL	15.24	44%	11.10	32%	-0.87	-3%	8.96	26%	34.43
20	GRBDCL	4.14	115%	0.34	9%	-1.61	-45%	0.72	20%	3.59
21	IRIDCL I	10.66	621%	-0.05	-3%	-9.94	-579%	1.05	61%	1.72
22	JIICL	5.08	-23%	-0.59	3%	-25.57	118%	-0.67	3%	-21.75
23	FSEL	54.74	204%	10.12	38%	9.58	36%	-47.57	-177%	26.86
Total		2,281.53		2,425.57		3,433.42		-69.06		8,071.47*

*(Difference of INR 5.90 crs (i.e INR 8,077.37 crs – INR 8071.47 crs) is due to Miscellaneous items.

- **Responses from the representatives of the company:**

All details were shared with GT team and explanations were also provided. This has been confirmed by GT during our discussions. In our views, the calculation of proportionate project cost and deriving overrun based on the same is not correct for projects which are not completed as phasing of financial cost may vary vis-à-vis physical progress.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL has stated that the GT team has considered physical progress while arriving at the cost overruns. However, it was discussed and informed to ITNL representatives that financial progress/proportionate project cost was considered for all projects while arriving at the cost overruns. Thus, the responses provided by representatives of ITNL are not in line with the discussions with GT personnel.

GT Assessment:

- Our assessment remains unchanged with regard to the following observations that ITNL and its SPVs had incurred project cost overruns of INR 8,077.37 crs due to the excess cost incurred due to the different elements as mentioned above – none of which were budgeted in the initial stage.

Instances indicating potential issues in PDF / PMF charged by ITNL

Background

- PIM is prepared to secure funding facilities from the lenders/financial institutions to execute the project. In addition, PIM covers critical details of the project, such as total project cost, means of financing, projections, etc.
- ITNL charges PDF / PMF to its SPVs for providing various services on the basis of agreements entered between ITNL and its SPVs. The below mentioned are a few of the services (but not limited to) covered under the scope of PDF / PMF based on the review of the agreements provided for our review:
 - Services provided before awarding the contract by the Authority include activities undertaken for bidding and project cost estimations, traffic surveys, revenue estimates, etc.
 - Services provided after award of the contract by the Authority, including the signing of LoA, incorporation of SPV, follow-ups for the signing of agreements, etc.
 - Design and drawing services for roads to be developed
 - Services for O&M include preparation of manuals, routine maintenance of highways, carrying out repairs, traffic management, etc.
 - Management of claims to be filed to the Authority on behalf of SPVs
 - Additional fees are charged as Extension of Time ('EOT') fees in case of delay of projects where The Authority extended scheduled Project Completion Date ('SPCD').
- Further, it was also noted that agreements for PDF / PMF for provision of services mentioned above are executed in addition to the development agreements already entered between ITNL and SPVs for carrying out the construction activities on behalf of the SPV.
- Based on the review of the data provided to us by the representative of the ITNL pertaining to project-wise cost overruns provided to us by the representatives of ITNL, it was noted that there were cost overruns in 23 SPVs due to excess PDF / PMF amounting to INR 2,281.37 crs.

- The below table provides the summary of cost overruns in 23 SPVs amounting to INR 2,281.37 crs due to excess PDF / PMF

#	Name of SPV	Completion status of the project as on 31 March 2018 (A) (%)	Budgeted PDF/PMF (B) (INR in crs)	Proportionate budgeted PDF/PMF (C=A*B) (INR in crs)	Actual PDF/PMF (D) (INR in crs)	Cost overruns due to PDF / PMF (E=D-C) (INR in crs)
1	BAEL	80%	-	-	324.99	324.99
2	SSTL	18%	-	-	286.14	286.14
3	MPBCDCL	81%	20.00	16.15	223.00	206.85
4	PSRDCL	100%	130.00	130.00	317.71	187.71
5	CNTL	100%	246.60	246.60	431.49	184.89
6	JRPICL	100%	212.00	212.00	383.86	171.86
7	ACEL	10%	174.00	17.40	173.57	156.17
8	KNCEL	63%	150.43	94.77	234.52	139.75
9	KSEL	82%	180.00	147.60	281.60	134.00
10	HREL	100%	85.87	85.87	180.53	94.66
11	BKEL	100%	40.00	40.00	126.09	86.09
12	SBHL	100%	32.58	32.58	101.57	68.99
13	FSEL	58%	132.00	76.56	131.30	54.74
14	MBEL	100%	136.00	136.00	185.14	49.14
15	EHEL	100%	-	-	29.11	29.11
16	NKEL	100%	-	-	25.42	25.42
17	JSEL	100%	103.40	103.40	127.03	23.63
18	TRDCL	100%	13.00	13.00	35.28	22.28
19	WGEL	100%	-	-	15.24	15.24
20	IRIDCL I	100%	55.49	55.49	66.15	10.66
21	JIICL	72%	72.22	52.00	56.92	4.92
22	GRBDCL	7%	6.00	0.42	4.56	4.14
23	KSFL	100%	5.00	5.00	5.00	-
Total			1,794.59	1,464.84	3,746.21	2,281.37

- Responses from the representatives of the company:**

The methodology adopted for arriving at cost overrun due to PDF/PMF on proportionate basis linked to project completion status is not correct in our views as the same were charged for services, majority of which were provided during initial stages of the project as evidenced by the MOUs. Thus, PDF / PMF cannot be made proportionate basis the project progress.

GT Comments on the responses provided by the representatives of the company:

- As can be noted from the above tables, in 22 SPVs out of 23 SPVs, the actual cost of PDF/PMF has exceeded the budgeted PDF/PMF of the SPVs. Also, if the majority of the services were rendered during the initial phase of the project, then it is unusual that PDF/PMF has exceeded the budgeted PDF/PMF, which were estimated before initiation of the project. Further, for the completed projects, there were cost overruns in all the SPVs (except KSFL) which indicates that regardless of budgets,

the PDF/PMF were incurred to record income which in turn led to recording profitability in ITNL (refer point 4.2.18).

- In nine SPVs which were not completed as of 31 March 2018 -
 - For 3 SPVs (BAEL, MPBCDCL, and KSEL) which had more than 80% completion – on comparison of actual cost with budgeted PDF/PMF, it can be noted that the cost overruns amounted to INR 665.84 crs.
 - For the remaining 6 SPVs (JIICL, KNCEL, FSEL, SSTL, ACEL, and GRBDCL) where the project completion ranged from 7% to 72%) – we have computed cost overruns based on the financial/proportionate cost basis of said SPVs.
- We have considered the data provided by the representatives of ITNL and accordingly modified the observations as and where required.

Data constraints

- We had requested the representatives of ITNL to provide us with the below-mentioned data pertaining to PDF / PMF to perform our work procedures:
 - Basis of computation of various types of services charged by ITNL to its SPVs under PDF / PMF;
 - SOP for approval mechanism and charging of PDF/PMF by ITNL to its SPVs
 - Reasons for cost overruns (after adjustment of cost savings) of INR 2,281.37 crs representing 28.24% of total project cost overruns of INR 8,077.37 crs.
- The data mentioned above is critical to understand-
 - Basis of charging PDF / PMF by ITNL to its SPVs, including individual activity / service-wise cost break-up for the said services provided.
 - Approval mechanism / SOP for charging the said fees by ITNL.
 - The cost incurred by ITNL, such as employee cost, subcontracting cost etc., is incurred by ITNL for the provision of services covered under PDF / PMF.
- Hence, we are unable to ascertain the basis of arriving at the said PDF / PMF charged by ITNL to its SPVs.
- **Responses from the representatives of the company:**

GT has requested for the computation & breakup of PDF/PMF amount. The same was as per the MOU and no further break ups are available. All other deliverables have been provided to GT. The

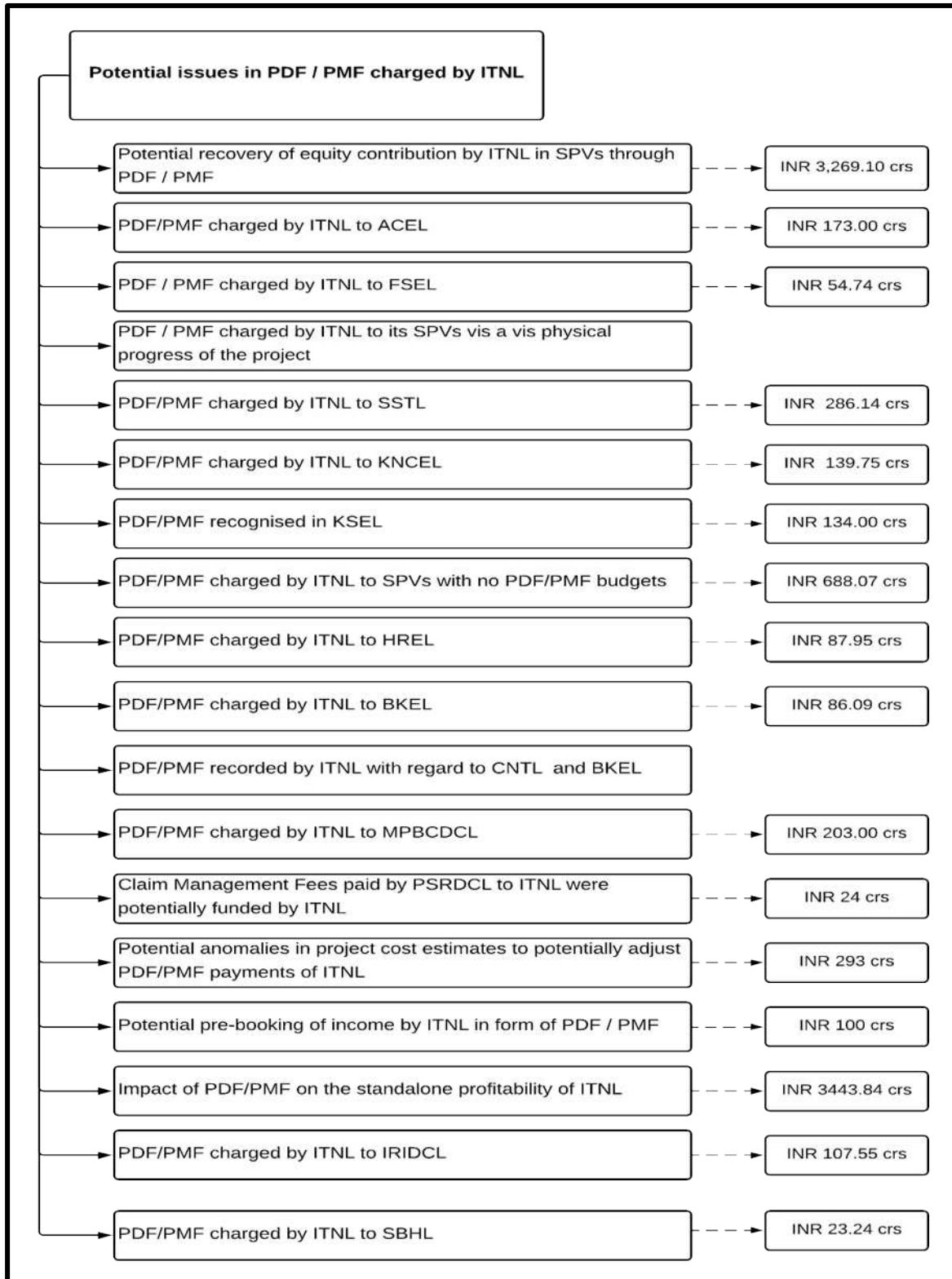
PDF / PMF fees were charged for a set of services rendered and there was break up of fees for each Individual service covered by the MOU.

GT Comments on the responses provided by the representatives of the company:

- We have considered the data provided by the representatives of ITNL and accordingly modified our observations.

Observation

- Diagrammatic presentation of potential anomalies identified in PDF / PMF charged by ITNL to its SPVs



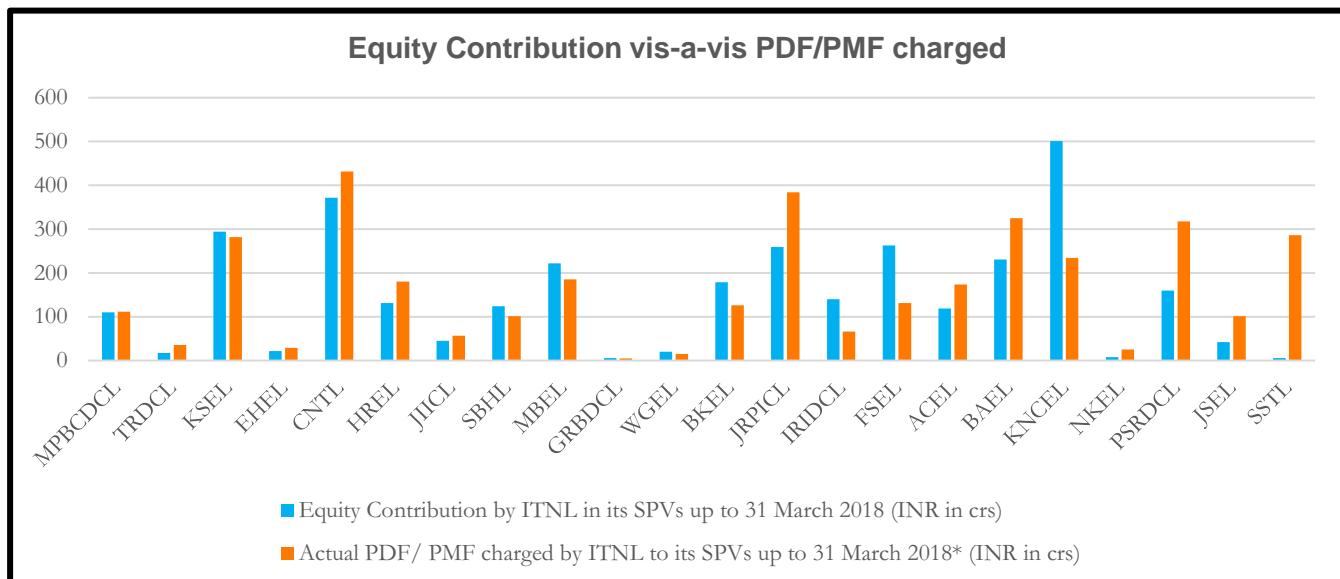
4.2.1 Comparision of equity contribution and sub-debt with PDF/PMF charged by ITNL to its SPVs

- Equity contribution by ITNL in SPVs was approximately equal to the PDF/PMF received by ITNL from its SPVs**

Background and Observation

Equity contribution by ITNL in SPVs was approximately equal to the PDF / PMF received by ITNL from its SPVs

- Diagrammatic presentation of SPV wise total amount of equity contributions made by ITNL vis a vis total PDF / PMF charged by ITNL to its SPVs



Based on the review of the annual reports of 22 SPVs³⁵ (out of 23 SPVs) of ITNL, it was noted that ITNL had made equity contributions of a total INR 3,361.42 crs up to 31 March 2018.

- Further, based on the information provided to us by the representatives of ITNL, it was noted that for the said 22 SPVs, ITNL had charged a total PDF / PMF of INR 3,394.16 crs up to 31 March 2018.
- The below table provides a comparison of funds infused by ITNL by way of equity contributions in 22 SPVs and actual PDF / PMF charged by ITNL to its SPVs up to 31 March 2018: (INR in crs)

#	Name of the SPV	Equity Contribution by ITNL in its SPVs up to 31 March 2018	Actual PDF/ PMF charged by ITNL to its SPVs up to 31 March 2018*
1	MPBCDCL	110.28	111.50
2	TRDCL	17.03	35.28
3	KSEL	294.19	281.60

³⁵ Data pertaining to PDF / PMF charged in case of 01 SPV i.e. KSFL was not made available for our review

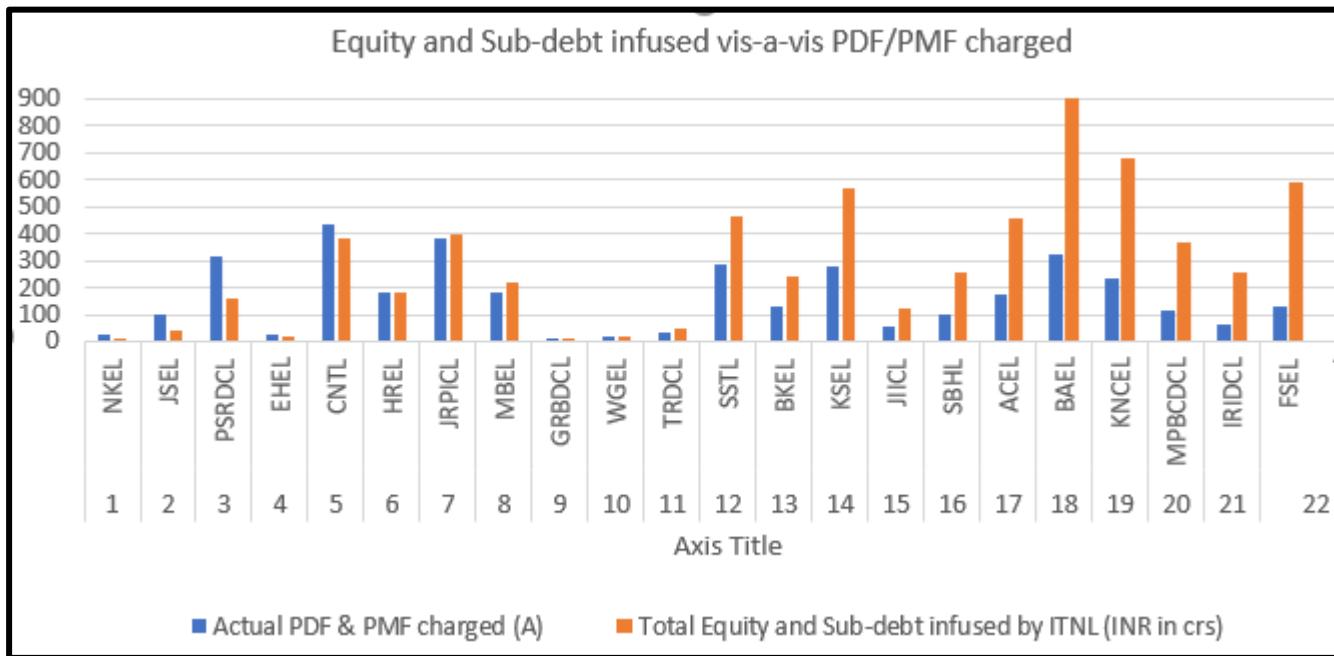
#	Name of the SPV	Equity Contribution by ITNL in its SPVs up to 31 March 2018	Actual PDF/ PMF charged by ITNL to its SPVs up to 31 March 2018*
4	EHEL	21.69	29.11
5	CNTL	372.00	431.49
6	HREL	131.00	180.53
7	JIICL	45.00	56.92
8	SBHL	124.05	101.57
9	MBEL	221.66	185.14
10	GRBDCL	5.80	4.56
11	WGEL	20.00	15.24
12	BKEL	178.59	126.09
13	JRPICL	259.50	383.86
14	IRIDCL	140.00	66.15
15	FSEL	262.50	131.30
16	ACEL	119.15	173.57
17	BAEL	230.50	324.99
18	KNCEL	500.81	234.52
19	NKEL	7.72	25.42
20	PSRCDCL	160.00	317.71
21	JSEL	42.00	101.06
22	SSTL	5.63	286.14
Total		3269.1	3603.75*

*(Total PDF/PMF incurred by SPV was INR 3,746.21 crs of which INR 111.50 crs was paid to Spanco for MPBCDCL, INR 25.96 crs paid to Ramky for JSEL project, and INR 5.00 crs was incurred for KSFL Project. Thus, INR 3,603.75 crs [INR 3,746.21 crs – INR 111.50 crs – INR 25.96 crs – INR 5.00 crs] relates to ITNL.)

(Note - The above table is a macro summary of exclusive data sets/details of equity contribution by ITNL in its SPVs and PDF/PMF charged by ITNL to its SPVs. However, one-to-one mapping of PDF/PMF payments could not be carried out due to constraints faced in tracing the same from the bank book).

- It can be noted from the above table that ITNL had infused funds to promote its SPVs through equity contribution of INR 3,269.10 crs, and approximately around INR 3,603.75 crs was earned by ITNL from its SPVs by charging PDF/ PMF.

- Comparision of equity and sub-debt infused by ITNL vis-à-vis PDF/PMF charged by ITNL to its SPVs:**



The below table provides a comparison of funds infused by ITNL by way of equity contributions and sub-debt in 22 SPVs and actual PDF / PMF charged by ITNL to its SPVs up to 30 September 2018: (INR in crs)

#	SPV	Project completion status % as on 31 March 2018	Actual PDF & PMF charged (A)	Equity Infused (B)	Sub-debt committed	Sub-debt Infused (C)	Total (B+C) (D)	PDF/PMF charged as % of total invest. (A/D)
1	NKEL*	100%	25.42	7.72	-	-	7.72	329%
2	JSEL	100%	101.06	42.00	-	-	42.00	241%
3	PSRDCL	100%	317.71	160.00	-	-	160.00	199%
4	EHEL	100%	29.11	21.69	-	-	21.69	134%
5	CNTL	100%	431.49	372.00	-	14.13	386.13	112%
6	HREL	100%	180.53	131.00	50.00	50.00	181.00	100%
7	JRPICL**	100%	383.86	259.50	248.97	135.00	394.50	97%
8	MBEL	100%	185.14	221.66	-	-	221.66	84%
9	GRBDCL	7%	4.56	5.80	-	-	5.80	79%
10	WGEL	100%	15.24	20.00	-	-	20.00	76%
11	TRDCL	100%	35.28	17.03	34.35	34.35	51.38	69%
12	SSTL	18%	286.14	5.63	460.40	460.40	466.03	61%
13	BKEL	100%	126.09	178.59	60.00	60.00	238.59	53%
14	KSEL	82%	281.60	294.19	243.69	270.49	564.68	50%
15	JIICL	72%	56.92	45.00	80.00	79.75	124.75	46%
16	SBHL	100%	101.57	124.05	130.00	130.00	254.05	40%
17	ACEL	10%	173.57	119.15	336.51	336.51	455.66	38%
18	BAEL	80%	324.99	230.50	670.65	669.35	899.85	36%

19	KNCEL	63%	234.52	500.81	180.76	180.76	681.57	34%
20	MPBCDCL	81%	111.50	110.28	255.97	256.00	366.28	30%
21	IRIDCL	100%	66.15	140.00	118.60	118.59	258.59	26%
22	FSEL	58%	131.30	262.50	330.25	330.25	592.75	22%
Total			3,603.75*	3,269.10	3200.14	3,125.58	5,790.05	

(Total PDF/PMF incurred by SPV was INR 3,746.21 crs of which INR 111.50 crs was paid to Spanco for MPBCDCL, INR 25.96 crs paid to Ramky for JSEL project and INR 5.00 crs was incurred for KSFL Project. Thus, INR 3,603.75 crs [INR 3,746.21 crs – INR 111.50 crs – INR 25.96 crs – INR 5.00 crs] relates to ITNL.)

*Note: The representatives of ITNL have stated that the equity of ITNL in NKEL project as of COD for NKEL project was INR 16.93 crs and of IL&FS Limited was INR 17.52 crs. Hence, if considered on the date of COD, the ratio of PDF/PMF charged as a % of the total investment for the equity of ITNL as of COD is 150%.

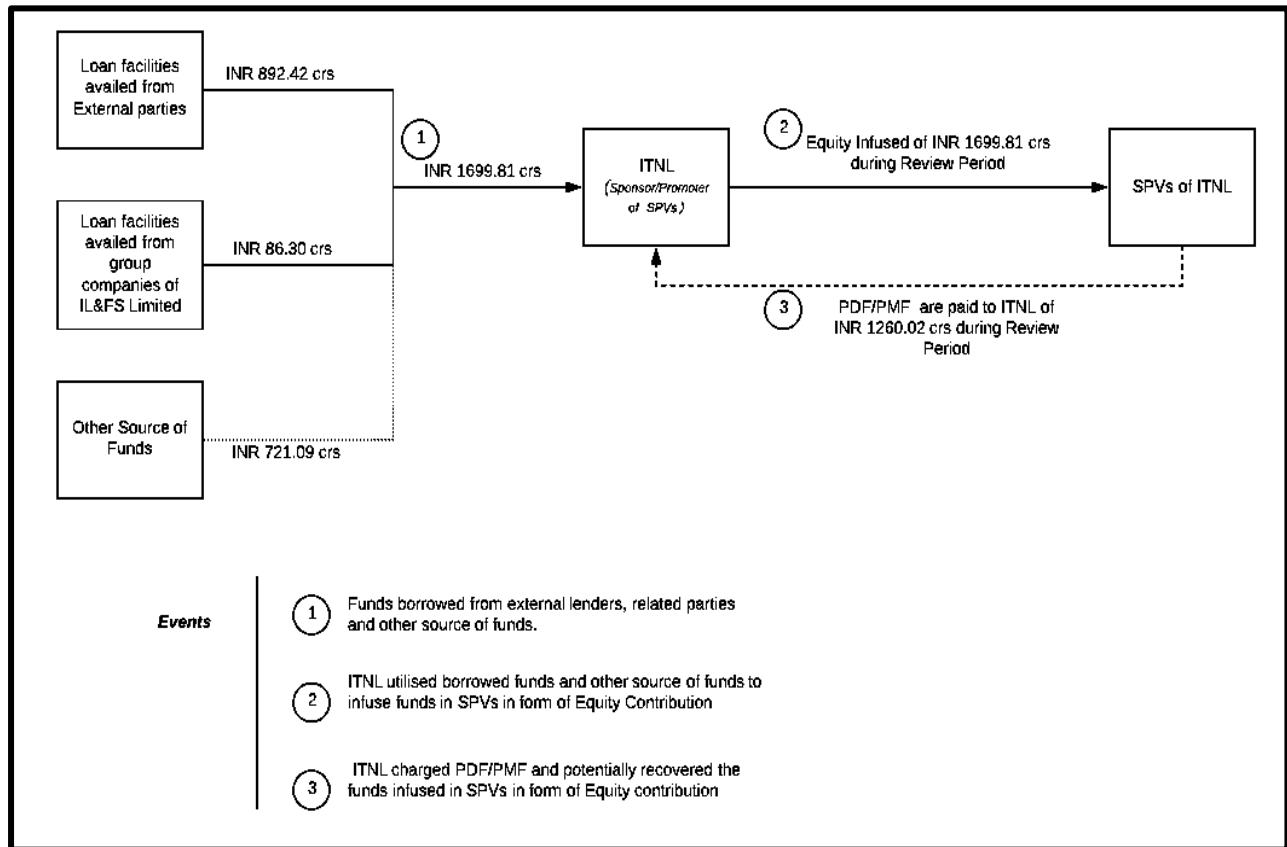
**Note: The Sub-debt committed by ITNL in the JRPICL project was INR 248.97 crs; however, the sub-debt infused/disbursed till 30 September 2018 was INR 135 crs only. If we consider the sub-debt committed, then the ratio of PDF/PMF charged as a % of total investment is reduced from 97% (this ratio is considering sub-debt infused) to 75%.

(Note - The above table is a macro summary of exclusive data sets/details of equity contribution by ITNL in its SPVs and PDF/PMF charged by ITNL to its SPVs. However, one-to-one mapping of PDF/PMF payments could not be carried out due to constraints faced in tracing the same from the bank book).

- It can be noted from the above table that ITNL had infused funds to promote its SPVs through equity contribution of INR 3,269.10 crs and sub-debt contribution of INR 3125.58 crs, and it potentially appears that out of 22 SPVs, in
 - 6 SPVs the PDF / PMF charged is more than 100% of the total amount of equity and sub-debt infused; and
 - 8 SPVs the PDF / PMF charged is more than 50% of the total amount of equity and sub-debt infused.

Fund flows noted during the Review Period

- Diagrammatic presentation of fund flow noted:



- Based on the review of PIMs of various projects, it was noted that ITNL being the project sponsor/promoter, is supposed to infuse funds as equity contributions in the SPVs for the execution of projects.
- Based on the review of books of accounts of ITNL, it was noted that ITNL had made equity contributions of INR 3,404.54 in 23 SPVs up to 31 March 2018. The below table provides details of the same:

#	Name of the SPV	Equity infused prior to Review Period (i.e., before 01 April 2013) ³⁶ (INR in crs)	Equity infused during the Review Period (INR in crs)	Equity Contribution by ITNL in its SPVs up to 31 March 2018 (INR in crs)
1	MPBCDCL	110.28	-	110.28
2	TRDCL	17.03	-	17.03
3	KSEL	-	294.19	294.19
4	EHEL	21.69	-	21.69
5	CNTL	372.00	-	372.00

³⁶ We were unable to check the source of funds used by ITNL for making equity contribution of INR 1,542.88 crs as the same were made by ITNL before the review period and the books of accounts of ITNL and its SPVs prior to the review period were not made available for our review.

#	Name of the SPV	Equity infused prior to Review Period (i.e., before 01 April 2013) ³⁶ (INR in crs)	Equity infused during the Review Period (INR in crs)	Equity Contribution by ITNL in its SPVs up to 31 March 2018 (INR in crs)
6	HREL	131.00	-	131.00
7	JIICL	-	45.00	45.00
8	SBHL	124.05	-	124.05
9	MBEL	221.66	-	221.66
10	GRBDCL		5.80	5.80
11	WGEL	20.00	-	20.00
12	BKEL	86.30	92.29	178.59
13	JRPICL	259.50	-	259.50
14	IRIDCL	-	140.00	140.00
15	FSEL	-	262.50	262.50
16	ACEL	-	119.15	119.15
17	BAEL	-	230.50	230.50
18	KNCEL	29.50	471.31	500.81
19	NKEL	7.72	-	7.72
20	PSRDCL	160.00	-	160.00
21	JSEL	31.00	11.00	42.00
22	SSTL	5.63	-	5.63
23	KSFL	15.05	28.07	43.12
Total		1,612.41	1,699.81	3,312.22

- Based on our review of the books of accounts of SPVs of ITNL, it was noted that ITNL had made equity contributions of INR 1,699.81 crs in its 11 SPVs (out of 23 SPVs) during the Review Period.
- Further, we conducted fund trail analysis on the books of accounts of ITNL to identify the nature and source of funds from which the said funds of INR 1,699.81 crs were infused by the ITNL in its SPVs.
- During analysis, it was noted that part of the equity contributions made by ITNL was funded through borrowings availed by ITNL. The below table summarizes the details of the same:

#	Name of the SPV	Equity contributions by ITNL in its SPVs during the Review Period (INR in crs)	Borrowing facilities availed by ITNL which was utilised to infuse equity in its SPVs during the Review Period (INR in crs)	Percentage of Equity financed through Borrowings (%)	PDF/ PMF charged by ITNL to its SPVs during the review period (INR in crs)
1	ACEL	119.15	115.05	96.56%	173.57
2	BKEL	92.29	65.31	70.77%	69.99
3	BAEL	230.50	169.30	73.45%	325.44
4	FSEL	262.50	245.15	93.39%	131.30
5	KSEL	294.19	71.60	24.34%	281.60
6	IRIDCL	140.00	54.80	39.14%	53.45
7	JIICL	45.00	38.70	86.00%	56.92
8	KNCEL	471.31	201.75	42.80%	131.43
9	JSEL	11.00	3.50	31.81%	31.76
10	KSFL	28.07	13.56	48.30%	-
11	GRBDCL	5.80	-	-	4.56

#	Name of the SPV	Equity contributions by ITNL in its SPVs during the Review Period (INR in crs)	Borrowing facilities availed by ITNL which was utilised to infuse equity in its SPVs during the Review Period (INR in crs)	Percentage of Equity financed through Borrowings (%)	PDF/ PMF charged by ITNL to its SPVs during the review period (INR in crs)
	Total	1,699.81	978.72	57.58%	1,260.02

- From the above table, it can be noted that out of the total equity contributions made by ITNL into its SPVs of INR 1,699.81 crs during the Review Period, the equity contributions of INR 978.72 crs, i.e. 57.58% of INR 1,699.81 crs was sourced from the borrowings availed by ITNL.
- Further, it was noted that out of the said borrowed funds of INR 978.72 crs, the borrowings of INR INR 892.42 crs were availed from external parties, and balance borrowings of INR 86.30 crs were availed from the group companies of IL&FS Limited.
- Further, based on the information provided to us by the representatives of ITNL, it was noted that in the case of above mentioned 11 SPVs, ITNL had charged a total PDF/PMF of INR 1,260.02 crs during the review period.

Note: On review of the books of accounts of SPVs, multiple payments were made to ITNL various tranches. Due to this, we could not trace the source of payment of INR 1,260.02 crs as PDF/PMF paid by SPVs to ITNL.

- Thus, it appears that-
 - In majority of the instances (i.e. 16 SPVs), the PDF/PMF charged by ITNL is more than 50% of the total funds (equity and sub-debt) invested by ITNL in its SPVs.
 - ITNL had utilised borrowings from external lenders and Group companies of IL&FS Limited to partly fund its share of equity as a sponsor/promoter of the SPVs.

- **Responses from the representatives of the company:**

ITNL as a sponsor/promoter invested in the project SPVs. The total investment required in the project was governed by the financial structuring of the project which was finalised and approved by the lenders of the project. The sponsor's contribution by ITNL in the project was in the form of equity investment and subordinated debt. Apart from equity investment ITNL had also provided Rs 2,580 crs by way of subordinated debt to the project SPVs. Further, the PDF/PMF charged were linked to various services provided by ITNL for the project and as can be seen from the table (pg 64) it varied from project to project and not in any ratio of the equity investment in the project. Thus, it would not be proper to link the investment by ITNL to fees received.

Further ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF/PMF on the other hand was charged once financial closure was done and project started construction. Hence, there were timing differences between the two. ITNL was in the business of development of transportation projects and as part of it ITNL invested in project SPVs. ITNL raised funds from multiple sources – equity and preference capital, Debentures, long term and short term loans from external lenders and group companies, commercial papers etc. to meet its business requirements. Operational surpluses and funds mobilised including borrowings from external lenders and Group companies had been invested in the projects.

GT Comments on the responses provided by the representatives of the company:

- Our observation highlighted above pertains to the comparison, which reflects that the equity infused by the ITNL in its SPVs was approximately equal to the amount of PDF/PMF charged by the ITNL to the said SPVs. Further, in most of the instances (i.e. 16 SPVs), it was noted that, PDF/PMF charged was more than 50% of the total amount of equity and subdebt infused by ITNL in the said SPVs. However, the responses provided by the company representatives pertain to the general practice or nature of operation followed by the ITNL in regards to investing in SPVs in the form of equity, charging of PDF/PMF and borrowing of funds and no specific response was provided for the said observation.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

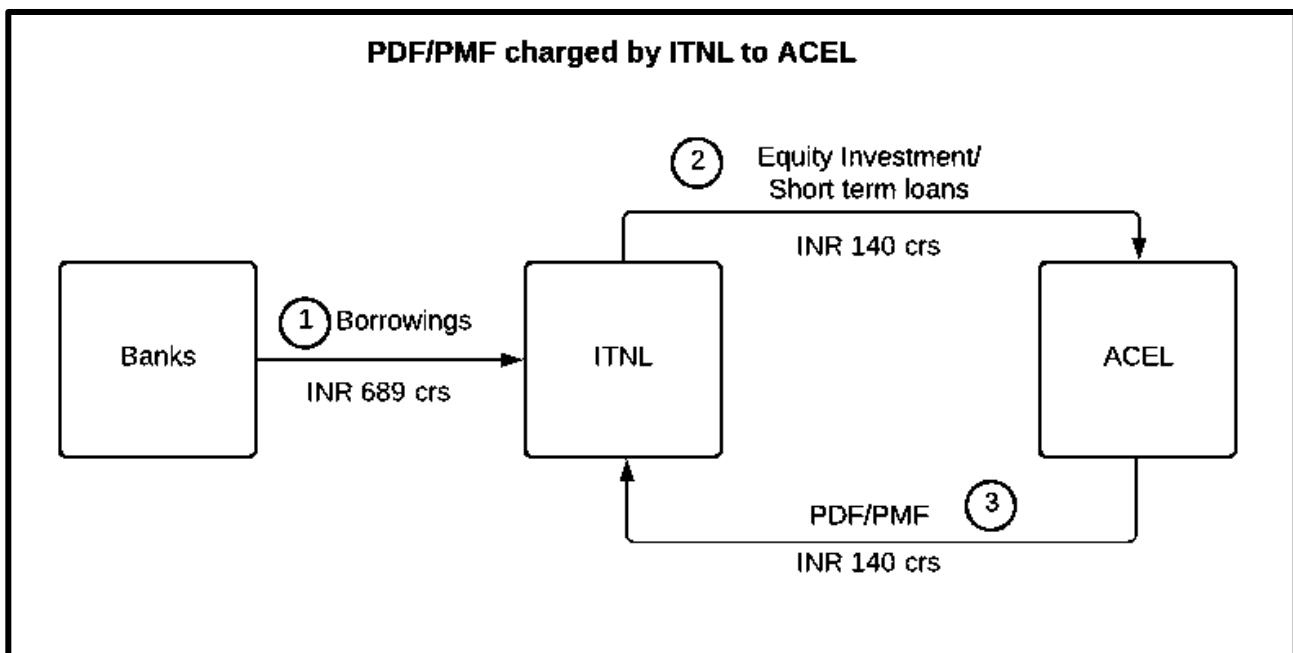
GT Assessment:

- Thus, our assessment remains unchanged with regard to the following observations:
 - In majority of the instances (i.e. 16 SPVs), the PDF/PMF charged by ITNL is more than 50% of the total funds (equity and sub-debt) invested by ITNL in its SPVs.
 - ITNL had utilised borrowings from external lenders and Group companies of IL&FS Limited to partly fund its share of equity as a sponsor/promoter of the SPVs.

4.2.2 PDF/PMF charged by ITNL to ACEL

Background and Observation

- Diagrammatic presentation of anomalies identified in relation to PDF / PMF charged by ITNL to ACEL:



- Based on the review of PIM (May 2017) of ACEL, it was noted that the budgeted PDF / PMF (design consultancy fees, supervision consultancy fees, establishment charges, etc.) for the project was INR 174 crs.
- Based on the review of ITNL financials for the financial year 2018-19, it was noted that the Ministry of Road Transport and Highways ('MoRTH') had notified new policy guidelines on 09 March 2019 for resolution of the incomplete National Highway Projects and NHAI had agreed to foreclose the concession agreement entered into with ACEL.
- It was noted that until 31 March 2018, ACEL had completed only 10% of the project; however, ITNL had already incurred/charged PDF/PMF fees of INR 173 crs on the ACEL project (99% of the budgeted PDF/PMF cost). Further, ACEL had paid a sum of INR 140 crs to ITNL, and the balance of INR 33 crs was still outstanding/payable as of 31 March 2018.
- In order to complete 10% of the project, the actual project cost incurred till 31 March 2018 was INR 441.84 crs; however, the proportionate budgeted cost was INR 278.65 crs (INR 2786.50 crs (total cost of the project) *10%). Thus, it is noted that as of 31 March 2018, ACEL project had cost overruns of INR 163.19 crs (INR 441.84 crs – INR 278.65 crs) which indicated that the PDF/PMF of INR 173 crs was the key contributor for the cost overruns on ACEL project.

- Based on the review of the bank book of ACEL and ITNL-
 - It was noted that ITNL had infused funds of INR 140 crs in ACEL in the form of short-term loan and equity contribution, which ACEL utilised to pay PDF/PMF fees of INR 140 crs to ITNL on the same dates.
 - Further, we noted the said amount for infusion of funds by ITNL was sourced from loans availed from banks.
- The below table provides the details of transactions entered into by ITNL:

#	Source of funds for ITNL	Receipt of loan	Amount (INR in crs)	Nature of payment from ITNL to ACEL	Date of Payment	Amount (INR in crs)
1	Loan from Bank of Tokyo Mitsubishi Limited	05 July 2017	389	Short term loan facility	05 July 2017	65
2	Short term loan from Indian Overseas Bank	10 November 2017	300	Equity Contribution	10 November 2017	75
	Total		689	Total		140

- Thus, based on the above-mentioned details, it appears that –
 - ITNL had charged the entire amount of budgeted PDF/PMF fees, whereas the ACEL project was completed only to the extent of 10%.
 - PDF/PMF of INR 173 crs was the key contributor for cost overruns in the project.
 - ITNL had utilised borrowings of INR 140 crs from banks to infuse funds in ACEL by way of equity contribution and loans.
 - It is unusual that funds of INR 140 crs were infused by ITNL in ACEL in the form of equity contribution/ loans, and an equivalent amount was charged by ITNL in nature of PDF/PMF on the same date, i.e. 10 November 2017. (Refer Section 4.2.1 of the report).
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 173 crs by ITNL to ACEL.
- **Responses from the representatives of the company:**

ITNL as a project developer/sponsor provided number of services for the project during pre-development, development and operational stages. Majority of services were rendered prior to commencement of the project and were critical for start of construction activities. Thus, it is incorrect to link PDF/PMF charged to the progress of the project. Besides, the PDF/PMF charged was within the budgeted amount. Hence PDF/PMF cannot be made proportionate basis the project progress as the services provided for PDF/PMF were not dependent on Project progress.

ACEL is incomplete project (only 20% work done) and hence calculating cost overrun on proportionate basis so early on is also incorrect. During the initial phase a lot of one time costs are incurred and hence costs can never be linear when project completion is insignificant.

As mentioned in 4.2.1 above, borrowings was one of the sources of funds for investing in the project for ITNL. As a project sponsor/promoter ITNL was required to invest funds in the project SPV which was a pre-condition for lending. 25-50% investment from promoter was required to be brought upfront before any funds were disbursed by lenders.

ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds. It needs to be noted that there were no other lenders in ACEL and entire funding was done by ITNL (as Financial Closure could not be achieved). ITNL was also the sole developer for the project and hence had operational dues for work done. Hence whenever SPV had cash flow, the same was utilised to discharge its liability to its only Creditors (ITNL) be it towards Running Bills or PDF/PMF.

GT Comments on the responses provided by the representatives of the company:

- Based on the data provided to us, we noted that the ACEL project's physical progress & financial progress had no major variation. Further, the total proportionate budgeted cost of the project was INR 278.65 crs (INR 2786.50 crs (i.e., the total cost of the project) *10%) (percentage completion of the project) while the actual cost incurred was INR 441.84 crs resulting in the cost overruns of INR 163.19 crs (INR 441.84 crs – INR 278.65 crs). The PDF/PMF cost overruns of INR 173 crs were the key contributor to the total cost overruns.
- Further, ITNL had recorded a profit of INR 250.55 crs in FY 2015-16. The PDF/PMF amount charged to ACEL was INR 173 crs, and the PDF/PMF charged to other SPVs (CNTL, FSEL etc.) appear to be a major contributor for ITNL's profitability in FY 2015-16, which otherwise would have resulted in a loss of INR 250.78 crs.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

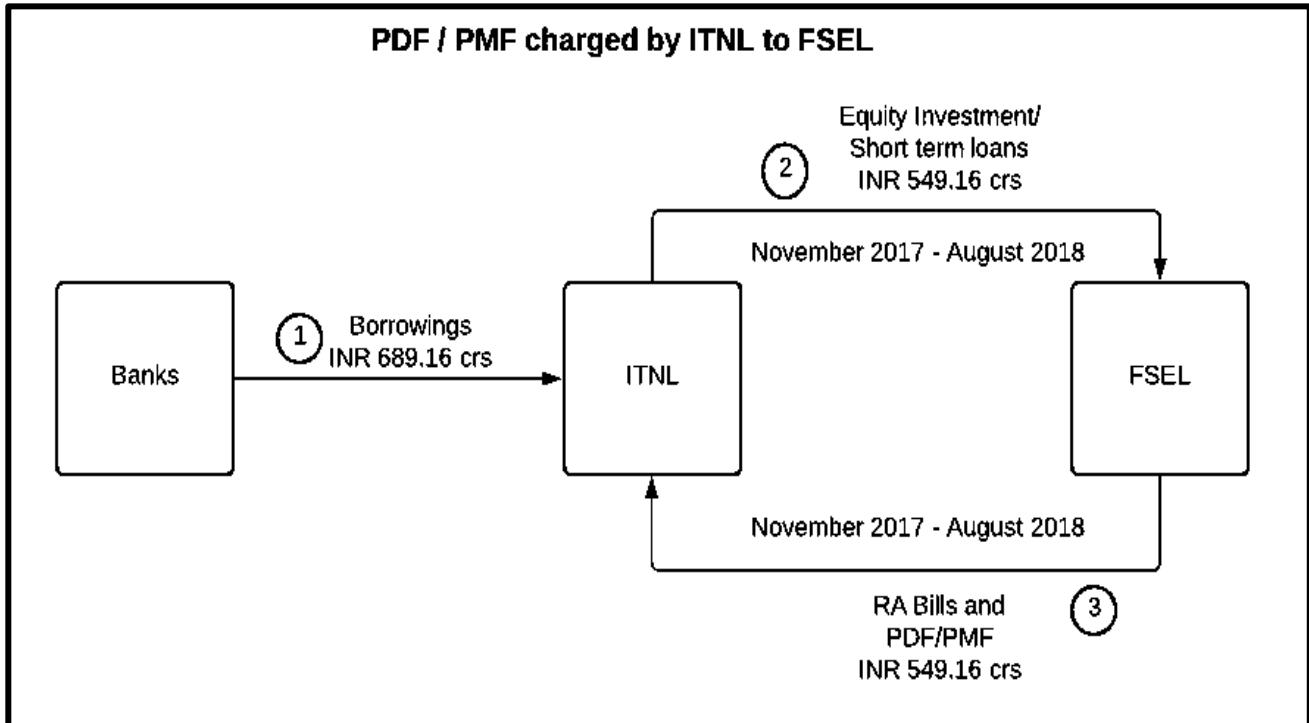
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had charged an equivalent amount of PDF/PMF, which was infused as equity in ACEL.

4.2.3 PDF / PMF charged by ITNL to FSEL

Background and Observation

- Diagrammatic presentation of anomalies identified in relation to PDF / PMF charged by ITNL to FSEL



- Based on the information provided to us by the representatives of ITNL, it was noted that the budgeted PDF/PMF of the FSEL project was 132 crs³⁷.
- Based on the review of the bank book of ITNL and FSEL, it was noted that-
 - ITNL had infused funds of INR 559.16 crs in FSEL in the form of short-term loans and equity contributions during the period 10 November 2017 to 29 August 2018, which was utilized by FSEL to make payments of RA Bills and PDF / PMF to ITNL.
 - Further, the said amount for infusion of funds by ITNL was sourced from loans availed from banks.

³⁷ Final PIM of FSEL was not available for our review since financial closure of FSEL was not achieved.

- The below table provides the details of transactions entered into-

#	Nature of payment from ITNL to FSEL	Date of Payment	Amount (INR in crs)	Manner of the utilization of funds by SPV	Date of Utilisation by SPV	Amount (INR in crs)	Source of funds for ITNL	Date of Receipt of loan	Amount (INR in crs)
1	Equity contribution	10 November 2017	225.00	Payment of RA Bills to ITNL	10 November 2017	225.00	Loan from IndusInd Bank	10 November 2017	300.00
2	Sub-debt	05 July 2017	324.16	Payment of RA Bills and PDF/ PMF payment to ITNL ³⁸	05 July 2017	324.16	Loan from The Bank of Tokyo-Mitsubishi UFJ Ltd	05 July 2017	389.16
	Total		549.16			549.16			689.16

- As on 31 March 2018, FSEL had a completion status of 58%, and the actual PDF / PMF on the project till 31 March 2018 was INR 131.30 crs, whereas the proportionate budgeted PDF / PMF was INR 76.56 crs (INR 132 crs * 58%) resulting in cost overruns of INR 54.74 crs (INR 131.30 crs – INR 76.56 crs) due to excess PDF / PMF.
- Thus, based on the above-mentioned details, it appears that –
 - ITNL had utilised borrowings of INR 689.16 crs from banks to infuse funds of INR 549.16 crs in FSEL as equity contribution and loans.
 - There were cost overruns of INR 54.74 crs in FSEL due to excess PDF / PMF.
 - It is unusual that ITNL infused INR 262.50 crs in FSEL in the form of equity contribution, and ITNL had charged INR 131.30 crs in nature of PDF/PMF to FSEL. (Refer to Section 4.1 of the report).

³⁸ The breakup of PDF / PMF and RA Bills was not provided to us for our review.

- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 131.30 crs by ITNL to FSEL.
- **Responses from the representatives of the company:**

Please refer responses in 4.2.1 and 4.2.2. ITNL had provided services to FSEL for which bills were raised on the SPV. ITNL was also a development contractor for the project and raised RA bills on the project SPV for the work undertaken. Pending financial closure of the project, in order to ensure that the project does not get delayed ITNL as a promoter had decided to provide funding to the project which was given by way of equity investment and short term loans. It was envisaged that the loans would get repaid once funds were made available by lenders or the same can be converted into sponsor's contribution. Funds received by SPV were utilised to make payment of o/s bills of ITNL.

- **GT Comments on the responses provided by the representatives of the company:**
- Based on the data provided to us, we noted that the project's physical progress & financial progress had no significant variation. The proportionate budgeted cost was INR 1260.08 crs (INR 2172.55 crs (total cost of the project) *58%), (percentage completion of the project) while the actual cost was INR 1286.77 crs resulting in the cost overruns of INR 26.69 crs (INR 1260.08 crs – INR 1286.77 crs). The PDF/PMF cost overruns of INR 54.74 crs were the key contributor to the total cost overruns. ITNL had utilised borrowings of INR 689.16 crs from banks to infuse funds of INR 549.16 crs in FSEL as equity contribution and loans, and on the same day, ITNL had charged INR 131.30 crs as PDF/PMF to FSEL.
- Further, ITNL had recorded a profit of INR 250.55 crs in FY 2015-16. The PDF/PMF amount charged to ACEL was INR 131.30 crs, and the PDF/PMF charged to other SPVs (CNTL, ACEL. etc.) appear to be a major contributor to ITNL's profitability FY 2015-16, which otherwise would have resulted in a loss of INR 250.78 crs.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

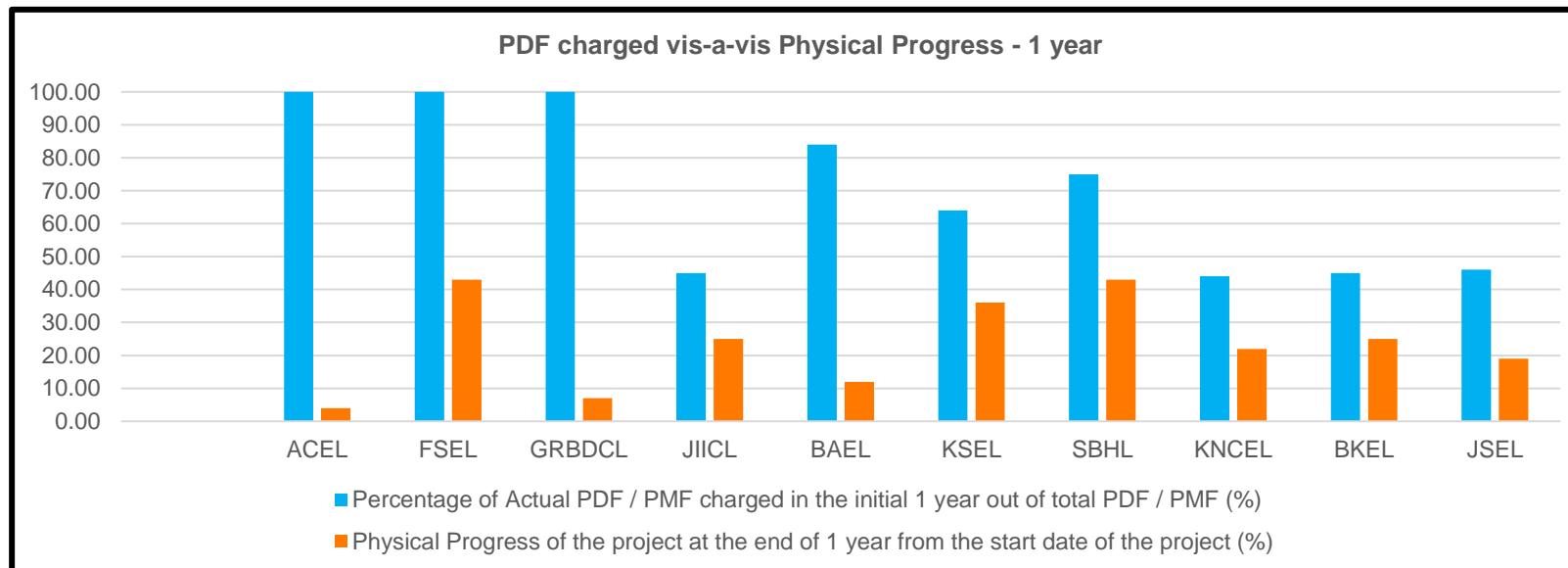
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had charged an equivalent amount of PDF/PMF, which was infused as equity in FSEL.

4.2.4 PDF / PMF charged by ITNL to its SPVs vis-à-vis physical progress of the project

Background and Observation

- Diagrammatic presentation of PDF/PMF charged by ITNL to its SPVs vis a vis physical progress at the project



- The below table provides the comparison for 10 SPVs³⁹ (out of 23 SPVs) pertaining to-
 - Percentage of PDF/PMF charged of total PDF/PMF charged by ITNL to its SPV at the end of the first financial year in which the project was started⁴⁰, and

³⁹ Data pertaining to remaining 13 SPVs was not provided by the representatives of ITNL for our review

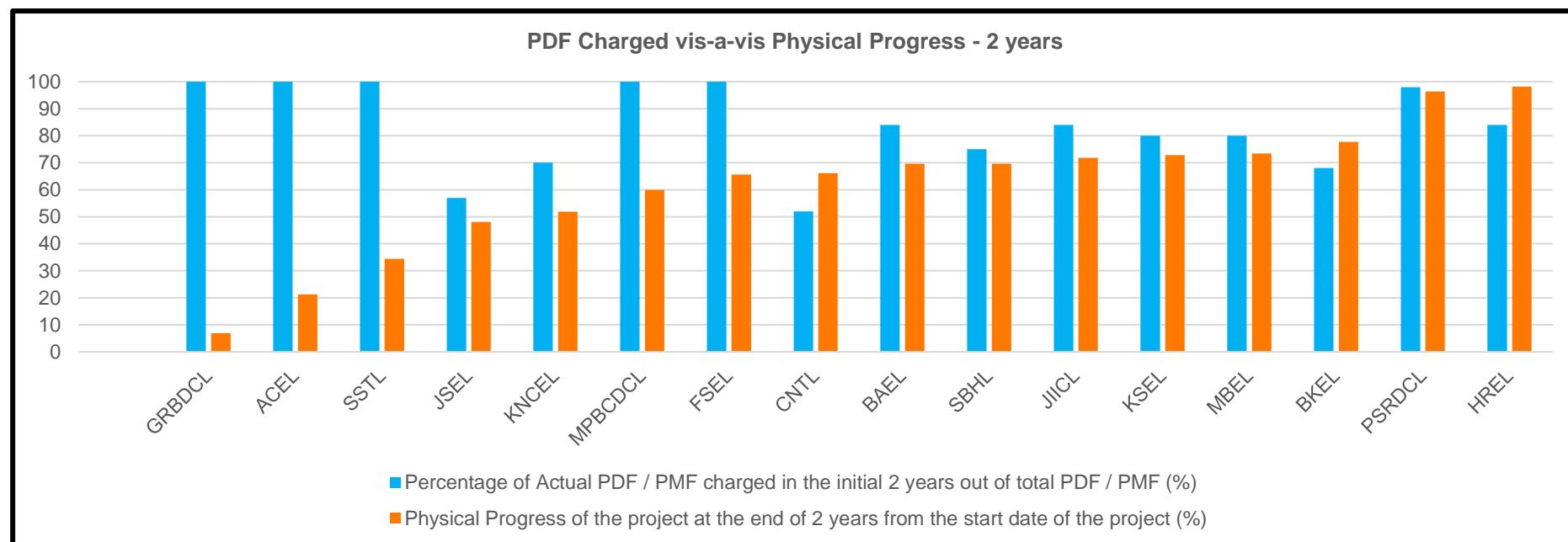
⁴⁰ The data pertaining to monthly invoice wise PDF PMF charged was not provided for our review by the representatives of ITNL. Hence, we have considered total PDF / PMF charged up to the end of financial year in which the project was started

- Percentage of physical progress of the project (as stated in the monthly progress reports (MPRs)) at the end of one year from the start date of the project (INR in crs):

#	Name of the SPV	Start date of the project	Actual PDF / PMF charged by ITNL up to the end of the financial year in which the project was started (INR in crs)	Total PDF / PMF charged by ITNL till 31 March 2018	Percentage of Actual PDF / PMF charged in the initial 1 year out of total PDF / PMF (%)	1 year from the start date	Physical Progress of the project at the end of 1 year from the start date of the project (%)
1	ACEL	09 November 2016	173.57	173.57	100.00%	November 2017	4%
2	FSEL	09 November 2016	131.30	131.30	100.00%	November 2017	43%
3	GRBDCL	27 January 2017	4.56	4.56	100.00%	January 2018	7%
4	JIICL	03 February 2016	25.82	56.92	45.36%	February 2017	25%
5	BAEL	01 April 2014	272.63	325.44	83.77%	April 2015	12%
6	KSEL	12 February 2014	179.35	281.6	63.69%	February 2015	36%
7	SBHL	18 February 2013	76.57	101.57	75.39%	February 2014	43%
8	KNCEL	14 November 2013	103.10	234.53	43.96%	November 2014	22%
9	BKEL	01 January 2013	56.10	126.09	44.49%	January 2014	25%
10	JSEL	12 January 2011	46.90	101.06	46.41%	January 2012	19%
11	MBEL	04 December 2010	115.32	185.14	62.29%	December 2011	33.99%
12	CNTL	23 May 2011	204.29	431.12	47.38%	May 2012	30.03%
13	PSRDCL	28 September 2011	291.14	317.70	91.64%	September 2012	51.11%
14	HREL	01 August 2010	128.66	168.95	76.15%	August 2011	39.20%

- MPR were not available for IRIDCL, MPBCDCL, WGEL, EHEL, NCEL, JRPICL, TRDCL, and JRPICL projects. Further, for SSTL % physical progress not provided in IE Report.

- It can be noted from the above table-
 - In the case of 2 SPVs, i.e. GRBDCL and ACEL, entire PDF/PMF fees were charged in the first year from the start of the project even though the project's physical progress in the said period was less than 7%.
 - In the case of 5 SPVs, i.e. JIICL, BAEL, KSEL, SBHL, and FSEL, the major part of the PDF, i.e. more than approx. 75% was charged in the first year from the start of the project even though the project's physical progress in the said period was approx. around 43%.
 - In the case of 3 SPVs, i.e. KNCEL, BKEL, and JSEL major part of the PDF, i.e. more than 55%, was charged in the first year from the start of the project when the project's physical progress was approx. 25%.
- Diagrammatic presentation of PDF / PMF charged by ITNL to its SPVs vis a vis physical progress at the project



- The below table provides the comparison for 16 SPVs⁴¹ (out of 23 SPVs) pertaining to-
 - Percentage of PDF / PMF charged by ITNL to its SPVs up to the end of two financial years from the appointed date (start date) of the project out of total PDF / PMF charged by ITNL to its SPVs⁴² and
 - Percentage of physical progress of the project (as stated in the monthly progress reports (MPRs) at the end of two years from the start date of the project. (INR in crs)

#	Name of the SPV	Start date of the project	Actual PDF / PMF charged by ITNL up to the end of 2 financial years from the start date of the project (INR in crs)	Total PDF / PMF charged by ITNL till 31 March 2018	Percentage of Actual PDF / PMF charged in the initial 2 years out of total PDF / PMF (%)	2 years from the start date	Physical Progress of the project at the end of 2 years from the start date of the project (%)
1	GRBDCL	27 January 2017	4.56	4.56	100.00%	September 2018 ⁴³	6.96%
2	ACEL	09 November 2016	173.57	173.57	100.00%	September 2018 ⁴⁴	21.30%
3	SSTL	01 May 2015	286.14	286.14	100.00%	April 2017	34.42%
4	JSEL	12 January 2011	58.10	127.03	45.74%	January 2013	48.10%
5	KNCEL	14 November 2013	163.32	234.53	69.64%	November 2015	51.87%
6	MPBCDCL	05 May 2011	111.50	111.50	100.00%	May 2013	60.00%
7	FSEL	09 November 2016	131.30	131.30	100.00%	September 2018 ⁴⁵	65.60%
8	CNTL	23 May 2011	224.01	431.12	51.96%	May 2013	66.11%
9	BAEL	01 April 2014	272.63	324.99	83.89%	March 2016	69.66%
10	SBHL	18 February 2013	76.57	101.57	75.39%	February 2015	69.67%

⁴¹ Data pertaining to remaining 7 SPVs was not provided by the representatives of ITNL for our review

⁴² The data pertaining to monthly invoice wise PDF PMF charged was not provided for our review by the representatives of ITNL. Hence, we have considered total PDF / PMF charged up to the end of two financial years from the appointed date (start date) of the project

⁴³ The monthly progress reports of GRBDCL post September 2018 was not made available for our review by the representatives of ITNL

⁴⁴ The monthly progress reports of ACEL post September 2018 was not made available for our review by the representatives of ITNL

⁴⁵ The monthly progress reports of FSEL post September 2018 was not made available for our review by the representatives of ITNL

#	Name of the SPV	Start date of the project	Actual PDF / PMF charged by ITNL up to the end of 2 financial years from the start date of the project (INR in crs)	Total PDF / PMF charged by ITNL till 31 March 2018	Percentage of Actual PDF / PMF charged in the initial 2 years out of total PDF / PMF (%)	2 years from the start date	Physical Progress of the project at the end of 2 years from the start date of the project (%)
11	JIICL	03 February 2016	47.92	56.92	84.19%	February 2018	71.78%
12	KSEL	12 February 2014	224.35	281.60	79.67%	February 2016	72.84%
13	MBEL	04 December 2010	148.67	185.14	80.30%	December 2012	73.44%
14	BKEL	01 January 2013	86.10	126.09	68.28%	December 2014	77.70%
15	PSRDCL	28 September 2011	312.70	317.70	98.43%	September 2013	96.40%
16	HREL	01 August 2010	142.25	180.53	75.78%	July 2012	98.19%

- It can be noted from the above tables-
 - In the case of 3 SPVs, i.e. GRBDCL, ACEL, and SSTL, entire PDF / PMF fees were charged within the initial 2 years of the project's start even though the project's physical progress in the said period was less than 35%.
 - In the case of 2 SPVs, i.e. JSEL and KNCEL, a major part of the PDF, i.e. more than approx. 70% was charged within the initial 2 years of the start of the project even though the physical progress of the project in the said period was approx. around 50%.
 - In the case of 3 SPVs, i.e. MPBCDCL, FSEL, and SBHL, the entire PDF / PMF was charged within the initial 2 years of the start of the project when the physical progress of the project was approx. 65-70%.
- Further, it was also noted that cost overruns amounted to INR 2,125.42 crs in 21 SPVs due to excess PDF / PMF (Refer Section 4.2 of the report).
- Based on the review of agreements in relation to PDF / PMF between ITNL and its SPVs, it was noted that in the majority of the agreements, the milestones were based on the submission of deliverables. Thus, based on the above details, it appears unusual that ITNL used to charge the majority of PDF / PMF to its SPVs in the initial years of the project, which was inconsistent with physical progress at the site.
- **Responses from the representatives of the company:**

Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period. Hence linking the PDF with physical progress was not correct and factual. Hence most of analysis done by GT for comparison of %age progress v/s PDF booked is futile. All MPRs for review period are already provided to GT.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF pertaining to the initial phase and subsequent phase. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, multiple emails also highlighted that charging PDF/PMF was a methodology to achieve the profitability of ITNL. (Refer Section 4.2.18)
- Further, all MPRs were not made available for our review and only the MPRs which were available with the representatives of ITNL was provided to us for our review.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analysis of annual employee costs vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

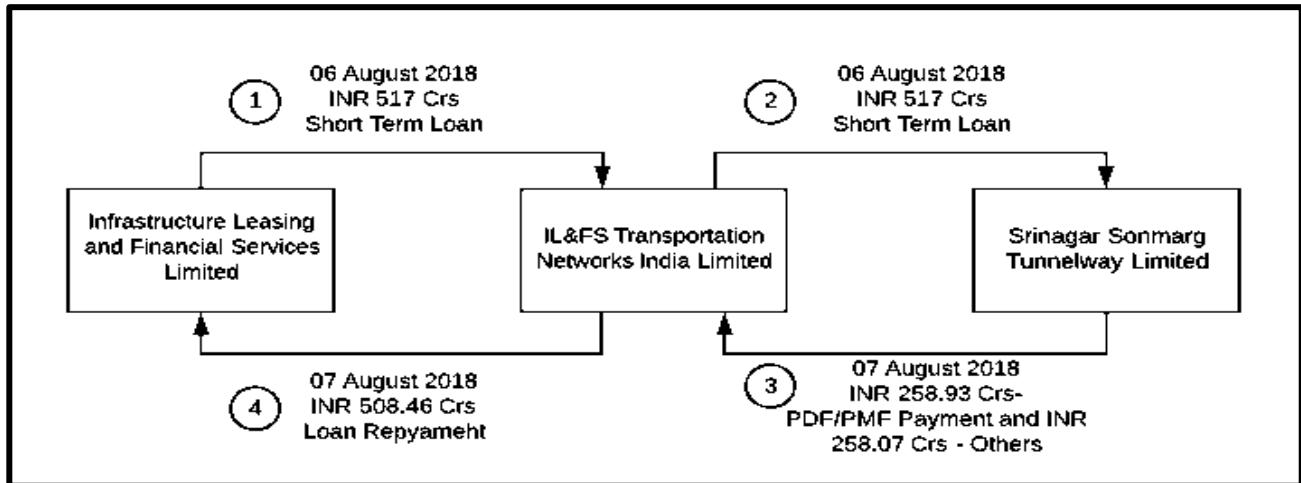
GT Assessment:

- Thus, our assessment remains unchanged that ITNL had charged PDF/PMF amount in the initial years of the project in spite of the fact that there was no significant physical progress in the projects.

4.2.5 PDF/PMF charged by ITNL to SSTL

Background and Observation

- Diagrammatic presentation of anomalies identified in relation to PDF / PMF charged by ITNL to SSTL



- Based on the review of the bank statements of ITNL and SSTL, it was noted that :
 - 06 August 2018 – IL&FS Limited had provided a short-term loan of INR 517 crs to ITNL;
 - 06 August 2018 – ITNL had provided a short-term loan of INR 517 crs to SSTL;
 - 07 August 2018 – SSTL had paid INR 517 crs (INR 258.93 crs + INR 258.07 crs) to ITNL as PDF/PMF and other payments towards construction cost; and
 - 07 August 2018 – ITNL had repaid the loan of INR 508.46 crs to IL&FS Limited.
- During our review, we noted an email dated 06 August 2018, which was sent by Ajay Menon (ITNL) to Chandrakant Jagasia (IL&FS) copied to Dilip Bhatia (CFO ITNL), where he had laid out that an amount of INR 517 crs was getting released by IL&FS Limited to ITNL and hence the above modus operandi in the mail communication, which indicates that the representatives of ITNL were aware of the above transaction.
- During the review of the PIM of the SSTL project (June 2017), it was noted that there was no budget allocated for PDF/PMF cost.
- Based on the review of the cost incurred, we noted that the actual PDF/PMF incurred on SSTL till 31 March 2016 was INR 286.14 crs resulting in cost overruns. It was noted that no cost was budgeted for PDF/PMF in PIM even when it was prepared in June 2017, i.e. after incurring the actual PDF/PMF.

- It was also noted that during FY 2013-14 and FY 2014-15, the major part of PDF / PMF of INR 251.94 crs (88% of actual PDF / PMF of INR 286.14 crs) was charged by ITNL to SSTL before the appointed date (start date) of the project, i.e., 01 May 2015.
- Also, on review of the total cost incurred on completion of the project, it was noted that the total cost overruns in the SSTL project were INR 229.55 crs, whereas the major cost overruns were on account of PDF/PMF amounting to INR 286.14 crs⁴⁶.
- Thus, based on the above-mentioned details, it appears that-
 - ITNL had utilised the loan facilities from IL&FS Limited to provide loans to SSTL, which were further utilized to pay PDF/PMF and construction expense to ITNL immediately, i.e. one day after the loan date.
 - It is unusual that there was no budgeted cost of PDF / PMF estimated while preparing PIM in June 2017 when the actual PDF / PMF of INR 286.14 crs was already charged by ITNL.
 - It is unusual that the entire PDF / PMF of INR 286.14 crs was charged by ITNL to SSTL in the initial two years of the start of the project when the progress was only 34.42% (Refer Section 4.2.4)
 - A major portion of the total PDF / PMF charged by ITNL to SSTL, i.e. 88% amounting to INR 251.86 crs was charged even before the authority's declaration of the project start date.
 - PDF / PMF was a key contributor for project cost overruns in SSTL of INR 229.55 crs.
 - The funds infused by ITNL in SSTL in short-term loans were potentially recovered by ITNL by charging PDF / PMF to SSTL.
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 286.14 crs by ITNL to SSTL even before the start of the project.
- Further, we identified an email relating to it, the details of which are mentioned in the below table

Date	Sender	Receiver	Particulars
05 July 2013	Kuljit Ahluwalia	Prasad Koli	It was noted that suggestions were requested to include activities in MoUs of PDF/PMF for FY 2013-14 for SSTL. Further, the MoU of BAEL was dated June 14 whereas the email was dated 14 July. Thus, it was unusual to note MOUs were being prepared by adding activities, based on internal discussions.

⁴⁶ There was a reduction in total project cost overruns due to savings in the other cost components.

- **Responses from the representatives of the company:**

Please refer responses in 4.2.1 and 4.2.2.

The construction cost considered in the PIM was the sum total of Development agreement cost of Rs 2,186.37 crs + PDF of Rs 286.14 crs. Hence it is evident that the PDF was budgeted in PIM. However, it was not mentioned separately in the PIM.

Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period.

As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services is upfront. Hence linking the PDF with physical progress is not correct and factual. Hence most of analysis done by GT for comparison of %age progress v/s PDF booked is not appropriate.

ITNL was committed to complete the project as per scheduled timeline. Considering that the project terrain and working condition offered challenges and the site was not available all year round preparatory work was commenced before declaration of appointed date.

Please also refer response in 4.2.2.

GT Comments on the responses provided by the representatives of the company:

- During our review of PIM, we noted that there was no mention of the term PDF/PMF amounting to INR 286.14 crs. Further, as stated by the ITNL team that the development agreement cost and PIM had a difference of INR 286.14 crs; however, it does not highlight that the said difference is on account of PDF/PMF fees, and there could be other elements of development cost in it. We were not provided with any documentation/email correspondence which states that the amount in excess of INR 2,186 crs was towards PDF/PMF fees.
- Based on the data provided to us, we noted that the project's physical progress & financial progress had no variation. The proportionate budgeted cost of the project was INR 591.99crs (INR 3288.84 crs (total cost of the project) *18%) (percentage completion of the project) while the actual cost was INR 821.57crs resulting in the cost overruns of INR 229.58 crs (INR 591.99 crs – INR 821.57 crs). The PDF/PMF cost overruns of INR 229.58 crs were the key contributor to the total cost overruns. The PDF/PMF amount charged to SSTL amounted to INR 286.14 crs helped ITNL achieve profitability which otherwise would have resulted in a loss. (Refer Section 4.2.18).

The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and the subsequent phase. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it

seems unusual that a PDFM/PMF was a significant contributor to the total project cost overruns. Further, it was also observed through multiple emails that charging PDF/PMF was a methodology to achieve the profitability of ITNL. (Refer Section 4.2.18)

- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee costs vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

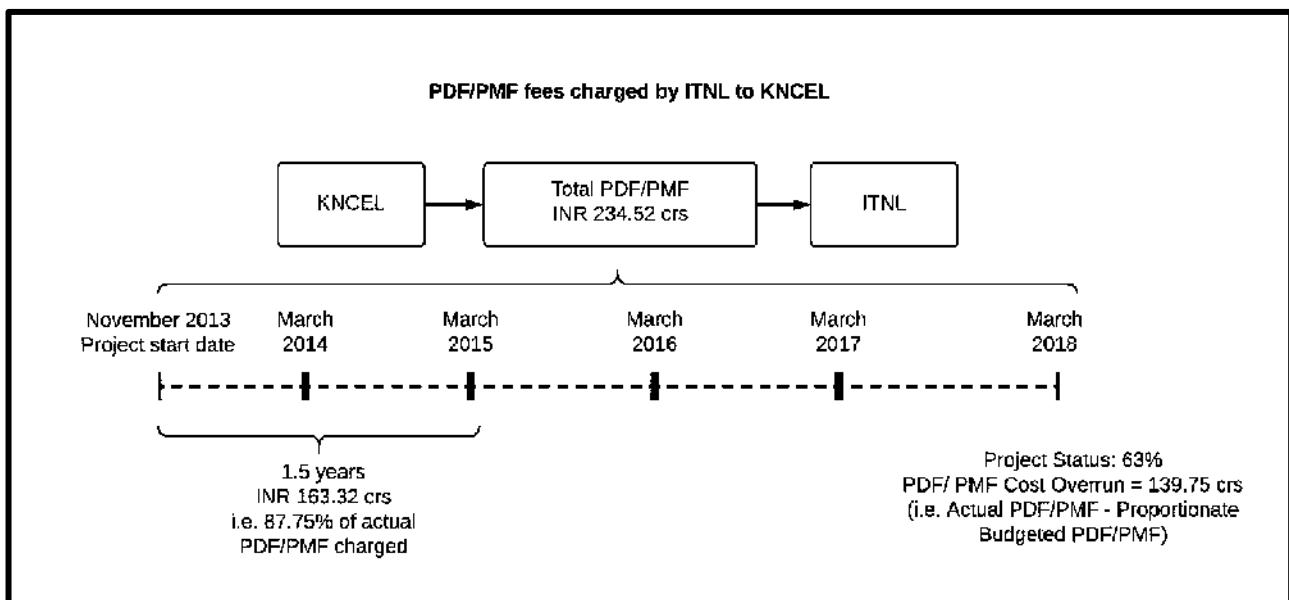
GT Assessment:

- Thus, our assessment remains unchanged that the funds infused by ITNL in SSTL were potentially recovered by ITNL by charging PDF / PMF to SSTL.

4.2.6 PDF/PMF charged by ITNL to KNCEL

Background and Observation

- Diagrammatic presentation of anomalies identified in relation to PDF / PMF charged by ITNL to KNCEL:



- During our review PIM of KNCEL (April 2012), we identified that the budgeted PDF/PMF was INR 150.43 crs.
- It was noted that ITNL had charged actual PDF / PMF of INR 186.12 crs to KNCEL during the period FY 2011-12 to FY 2015-16.
- It was also noted that an additional PDF/PMF agreement was executed between ITNL and KNCEL on 28 March 2017, amounting to INR 2.5 crs per month as the Authority extended the scheduled project completion date due to land acquisition issues. It was noted that based on the said agreement, ITNL had charged additional PDF / PMF to KNCEL aggregating to INR 48.40 cr during FY 2016-17 and FY 2017-18.
- Based on the details mentioned above, it was noted that ITNL had charged a total PDF/PMF of INR 234.52 crs (INR 186.12 crs + INR 48.40 crs) till 31 March 2018.
- It was noted that a major part of the PDF / PMF of INR 163.32 crs (i.e. 87.75% of actual PDF / PMF of 186.12 crs) was charged by ITNL to KNCEL till 31 March 2015, i.e., within 1.5 years of appointment date (start date) of the project (14 November 2013) (Refer Section 4.2.4).
- Further, as per the information provided to us by the representatives of ITNL, 63% of the project was only completed as on 31 March 2018; hence the proportionate budgeted PDF/PMF cost of KNCEL was INR 94.77 crs (INR 150.43 crs * 63%). It was noted that actual PDF/PMF amounting to INR

234.52 crs was charged by ITNL to KNCEL until 31 March 2018, which resulted in cost overruns of INR 139.75 crs (INR 234.52 crs – INR 94.77 crs).

- Thus, based on the above-mentioned details, it appears that-
 - A significant portion of the total PDF/PMF charged by ITNL to KNCEL, i.e. 87.75% amounting to INR 163.32 crs, was charged by ITNL to KNCEL within 1.5 years after starting the project when the physical progress at the project site was 51.87% (Refer Section 4.2.4).
 - It is unusual that funds of INR 500.81 crs were infused by ITNL in KNCEL in the form of equity contribution, and ITNL had charged INR 234.52 crs in the nature of PDF/PMF to KNCEL. (Refer to Section 4.1 of the report).
 - There were cost overruns of INR 139.75 crs in KNCEL due to excess PDF / PMF.
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 234.52 crs by ITNL to KNCEL and a major part of the same in the initial years of the start of the project.
- **Responses from the representatives of the company:**

Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period. Hence linking the PDF payments with physical progress is not correct and factual. Hence the remark regarding cost overrun due to charging excess PDF as mentioned in the report is incorrect. Also refer to 4.2.2.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial and the subsequent phase. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, multiple emails also highlighted that PDF/PMF was used as a source to achieve the profitability of ITNL. (Refer Section 4.2.18).
- Based on the data provided to us, we noted that the project's physical progress & financial progress had no variation. The proportionate budgeted cost was INR 1443.33 crs (INR 2291 crs (total cost of the project) *63%), while the actual cost was INR 2288.07 crs resulting in the cost overruns of INR 844.74 crs (INR 1443.33 crs – INR 2288.07 crs). Out of the cost overruns of INR 844.74 crs the cost

overruns on account PDF/PMF was INR 139.75 crs (INR 94.77 crs (budgeted) – INR 234.52 crs (actual)) in the KNCEL project.

- The PDF/PMF amount charged to KNCEL amounted to INR 234.53 crs which helped ITNL achieve profitability for the period of which otherwise would have resulted in a loss (Refer Section 4.2.18).
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee costs vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL potentially recovered funds infused by ITNL in KNCEL by charging PDF / PMF to KNCEL.

4.2.7 PDF/PMF recognised in KSEL

Background and Observation

- During our review, we identified an email dated 24 February 2015, which was sent by Ajay Menon (ITNL) to Karunakaran Ramchand (ITNL) and Mukund Sapre (ITNL), where brief discussions of the meeting between the senior representatives of ITNL, IFIN and IDBI Bank (lender of KSEL project) were highlighted.
- It was mentioned that representatives of IDBI Bank had raised doubts over the significant progress shown in the project within just a month's time. It was further highlighted that by January 2015, the project had reached the milestone of 35% completion (INR 700 crs), whereas, until December 2014, the project had reached the milestone of 10% completion (INR 230 crs) only.
- Further, Ajay Menon (ITNL) stated that ITNL would have to justify to IDBI to support the increase in project milestone since the increase was primarily on account of design fees of INR 225 crs which was charged by ITNL to KSEL.
- Additionally, as per the Monthly Progress Report ('MPR') of January 2015, the KSEL project had achieved a physical completion status of 24.42% only, whereas the financial completion⁴⁷ in terms of actual cost incurred was 36.06%.
- Further, it was noted that the budgeted PDF / PMF of KSEL was INR 180 crs; however, the project's completion status as on 31 March 2018 was 82%, resulting in the proportionate budgeted PDF/PMF cost of INR 147.60 crs (INR 180 crs * 82%). The actual PDF / PMF incurred on the project till 31 March 2018 was INR 281.60 crs leading to cost overruns of INR 134 crs (INR 281.60 crs – INR 147.60 crs) due to excess PDF / PMF.
- Thus, based on the above-mentioned details, it appears that-
 - One of the major factors for achieving 25% (35% in January 2015 less 10% in December 2014) additional project milestone in KSEL within only one month's time was potentially due to excessive charging of design fees by ITNL and not due to physical progress at the project site.
 - The representatives of ITNL were potentially aware that the progress of the site was only due to excessive charging of design fees; hence justifications were proposed to be provided to lenders to avoid concerns.

⁴⁷ The financial completion of the project is the total progress of the project in terms of actual cost incurred as on a particular date vis a vis the budgeted cost of the project

- There were cost overruns of INR 134 crs in KSEL due to excessive charging of PDF / PMF by ITNL.
- It is unusual to note that ITNL infused funds of INR 294.19 crs in KSEL in the form of equity contribution, and ITNL had charged INR 281.60 crs in the nature of PDF/PMF to KSEL. (Refer to Section 4.1 of the report).
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 281.60 crs by ITNL to KSEL.
- **Responses from the representatives of the company:**

As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services is upfront. Hence linking the PDF with physical progress is not correct and factual. Further, as mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF/PMF on the other hand was charged once financial closure was done and project started construction. Hence, there are timing differences between the two. ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial and the subsequent phase. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, it was also observed through multiple emails that PDF/PMF was used as a source to achieve the profitability of ITNL. (provide reference to the relevant point in the report).
- Based on the data provided to us, we noted that the project's physical progress and financial progress had no variation, the proportionate budgeted cost was INR 1541.60 crs (INR 1880 crs (total cost of the project) *82%) while the actual cost was INR 2451.64 crs resulting in the cost overruns of INR 910.04 crs (INR 1541.60 crs – INR 2451.64 crs). Out of the cost overruns of INR 910.04 crs the cost overruns on account PDF/PMF was INR 134 (INR 147.60 (budgeted) – INR 281.60 (actual)) crs in the KSEL project.
- Further, as mentioned in the email dated 10 May 2012, sent by Ajay Menon (ITNL) to Ravi Sreehari (ITNL) (Refer section 4.2.10), the PDF/PMF charged is generally in the range of 4.5% to 7% of the total project cost. However, PDF/PMF fees charged in KSEL was 15% of the total project cost.

- ITNL infused funds of INR 294.19 crs in KSEL in the form of equity contribution, and ITNL had charged INR 281.60 crs in the nature of PDF/PMF to KSEL. Further, the PDF/PMF amount charged to KSEL amounting to INR 281.60 helped ITNL achieve profitability which otherwise would have resulted in a total loss (Refer Section 4.2.18)
- Also, our observation covers email correspondences wherein the representatives of ITNL had mentioned that the additional project milestone in KSEL within only one month's time was potentially due to excess design fees, for which the representatives of ITNL provided no response. Thus, funds invested in KSEL had come back to ITNL in revenue on account of PDF/PMF fees resulting in increased profitability.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee costs vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that funds infused by ITNL in KSEL were potentially recovered by ITNL by charging PDF / PMF to KSEL.

4.2.8 PDF/PMF charged by ITNL to SPVs with no PDF / PMF budgets

Background and Observation

- Based on the discussions with the representatives of ITNL, it was noted that budgets were prepared for each component of project cost, including PDF / PMF, construction cost, and interest cost. The same was presented in PIM to secure funding from the lenders/financial institutions.
- Based on the review of project-wise details of PDF / PMF cost provided to us by the representatives of ITNL, we noted that in the case of 5 SPVs, PDF / PMF was charged by ITNL, amounting to INR 688.07 crs. Further, as per the details provided by representatives of ITNL, no budgets were allocated for the same. Hence, the same resulted in cost overruns of INR 688.07 crs due to excess PDF /PMF (32.37% of total cost overruns due to PDF / PMF, i.e. 2,125.42 crs).
- The table below provides the summary of cost overruns in 5 SPVs amounting to INR 688.07 crs due to charging PDF / PMF by ITNL where no budgets were allocated.

#	Name of SPV	Completion status of the project as on 31 March 2018 (%)	Actual PDF/PMF leading to cost overruns (INR in crs)
1	BAEL	80%	332.16
2	SSTL	18%	286.14
3	EHEL	100%	29.11
4	NKEL	100%	25.42
5	WGEL	100%	15.24
Total			688.07

- Based on the review of PIM of the above projects, it was noted that no budgets were allocated in the PIM for 3 SPVs, i.e. BAEL, SSTL, and WGEL. Further, the PIM of 2 SPVs, i.e. EHEL and NKEL, were not made available for our review by the representatives of ITNL.
- Thus based on the above details, it appears that-
 - SPVs of ITNL had incurred PDF / PMF for which no amount was budgeted in the PIM presented to lenders.
 - It appears unusual to note that project-related expenses were incurred in spite of budgets were not allocated for the said expenses indicating lapses in the internal control of the ITNL.
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification in relation to the charging of PDF / PMF by ITNL of INR 688.07 crs.

- **Responses from the representatives of the company:**

As checked in the PIMs for BAEL & SSTL, the construction cost considered in the PIM was inclusive of PDF/PMF. However, it was not mentioned separately in the PIM. The projects EHEL, NKEL & WGEL are very old projects & completed long back before 2009. The practice of budgeting PDF in PIM may not have been followed that time.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial and subsequent phase. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, it was also observed through multiple emails that PDF/PMF was used as a source to achieve the profitability of ITNL. (Refer Section 4.2.18).
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that SPVs of ITNL had incurred PDF / PMF for which no amount was budgeted in the PIM presented to lenders.

4.2.9 PDF/PMF charged by ITNL to HREL

Background and Observation

- Based on the review of PIM (December 2009) of HREL, it was noted that the ITNL was responsible for providing the design and drawing services of the project to HREL.
- Based on the review of the development contract dated 09 October 2009 (Contract A) between ITNL and HREL, it was noted that one of the line items in the scope of work was to design the project/project facilities in accordance with the design requirements as per NHAI.
- Further, on review of an agreement titled 'Detailed Design, Programme Management Services cum O&M Contract' dated 15 October 2009 (Contract B) between ITNL and HREL, it was noted that HREL had awarded a contract of INR 25 crs to ITNL for providing detailed design and drawing services.
- Based on the comparison of said contracts A and B, it potentially appears that the scope of work mentioned in both the agreements was the same.
- Further, it was noted that HREL had incurred total project cost overruns of INR 292.12 crs, out of which cost overruns due to excess PDF / PMF amounted to INR 87.95 crs.
- Thus, based on the above-mentioned details, it appears-
 - It is unusual that even though designing services were already forming part of Contract A, a separate contract (i.e. Contract B) of INR 25 crs was awarded by HREL to ITNL.
 - It is unusual that ITNL infused funds of INR 131.00 crs in HREL in the form of equity contribution, and ITNL had charged INR 163.32 crs in nature of PDF/PMF to HREL. (Refer to Section 4.1 of the report).
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification of charging detailed design and drawing services as per Contract B.

- **Responses from the representatives of the company:**

Regarding the development agreement, the design was not included in the scope. There was a typo error in the clause of 'general obligations of the contractor'. However, no separate payment charged for the design as per Development agreement. Hence the same was not charged twice. Please refer response in 4.2.1.

GT Comments on the responses provided by the representatives of the company:

- Based on the data provided to us, we noted that the project's physical progress and financial progress had no variation, the proportionate budgeted cost was INR 869.18 crs (INR 869.18 crs

(total cost of the project) *100%) while the actual cost was INR 1161.12 crs resulting in the cost overruns of INR 291.93 crs (INR 869.18 crs – INR 1161.12 crs). Out of the cost overruns of INR 291.93 crs, the cost overruns on account PDF/PMF was INR 94.66 (INR 85.87 (budgeted) – INR 180.53 (actual))crs, which was the key contributor for the cost overruns on the HREL project.

- Also, as mentioned in the email dated 10 May 2012, sent by Ajay Menon (ITNL) to Ravi Sreehari (ITNL) (Refer section 4.2.10), the PDF/PMF charged is generally in the range of 4.5% to 7% of the total project cost. However, PDF/PMF fees charged in HREL was 21% of the total project cost.
- The PDF/PMF amount charged to HREL had helped ITNL achieve profitability for the period, which otherwise would have resulted in losses (Refer to section 4.2.18). Further, the development agreement did not contain a break up of fees charged for each line item. Hence, we are unable to ascertain whether or not the payments were specifically made for design services as a part of the development agreement.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that funds infused by ITNL in HREL were potentially recovered by ITNL by charging PDF / PMF to HREL.

4.2.10 PDF/PMF charged by ITNL to BKEL

Background and Observation (1/3)

- During our review, we noted an email dated 10 May 2012, sent by Ajay Menon (ITNL) to Ravi Sreehari (Former Associate Vice President and Head Business Development at ITNL), where it was mentioned that based on the model shared by the IFIN Team in the trailing mail the estimated PDF considered was INR 68 crs against the project cost of INR 660 crs which represented 10% of the total project cost thus raising concern about the higher % of the PDF/PMF charged which generally tends in the range of 4.5% to 7% of the total project cost.
- Further, it was highlighted that 10% of PDF/PMF on the total project cost was on the higher side, which may concern the auditors of BKEL and hence a confirmation from Ravi Sreehari on the final numbers to be provided to IFIN for incorporating in the financial model was sought.
- In the trail mail, it was discussed to restrict the PDF/PMF to INR 47 crs (7% of the total project cost) based upon the revenue recognition principle and milestone note agreed on by the auditors and adjusted the differential amount of INR 21 crs (INR 68 crs – INR 47 crs) in the following ways -
 - INR 10 crs (1.5% of the total project cost) was proposed to be recognized on achieving the Commercial Operation Date ('CoD') of the project, and;
 - Balance sum of INR 11 crs was proposed to be added to the construction cost of INR 508 crs and recognised as the margin of ITNL during the construction phase.
- Based on our review of the PIM of BKEL (July 2012), it was noted that the budgeted PDF/PMF cost was INR 40 crs. Also, on review of the total cost incurred on completion of the project, it was noted that the total cost overruns in the BKEL project were INR 65.71 crs where the major cost overruns were on account of PDF/PMF amounting to INR 86.09 crs (Actual PDF / PMF less Budgeted PDF / PMF, i.e. INR 126.09 crs – INR 40 crs).
- Thus, based on the above-mentioned details, it appears that-
 - The representatives of ITNL had adjusted the budgeted PDF / PMF with other cost components in PIM to the extent of INR 21 crs without any basis and to potentially avoid queries from the auditors.
 - PDF / PMF cost overruns of INR 86.09 crs were key contributors for cost overruns in the BKEL project.
 - It is unusual that funds of INR 178.59 crs were infused by ITNL in BKEL in the form of equity contribution, and ITNL had charged INR 126.90 crs in nature of PDF/PMF to BKEL. (Refer to Section 4.1 of the report).

- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification of charging PDF / PMF of INR 126.09 crs by ITNL to BKEL.
- **Responses from the representatives of the company:**

The mails referred were internal discussions for finalising the PIM. Total cost overrun was Rs 66 crs out of which Rs 21 crs is attributable to net revenue shortfall, Rs 25 crs to IDC and balance towards PDF/PMF. As mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF/PMF on the other hand was charged once financial closure was done and project started construction. Hence, there are timing differences between the two. ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and later. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, it was also observed through multiple emails that PDF/PMF was used as a source to achieve the profitability of ITNL. (Refer Section 4.2.18).
- Based on the data provided to us, we noted that the project's physical progress and financial progress had no variation, the proportionate budgeted cost was INR 660 crs (INR 660 crs (total cost of the project) *100%) while the actual cost was INR 725.71 crs resulting in the cost overruns of INR 65.71 crs (INR 660 crs – INR 725.71 crs). Out of the cost overruns of INR 65.71 crs the cost overruns on account PDF/PMF was INR 86.09 (INR 40.00 (budgeted) – INR 126.09 (actual))crs which was the key contributor for the cost overruns on the BKEL project.
- Funds of INR 178.59 crs were infused by ITNL in BKEL in the form of equity contribution, and ITNL had charged INR 126.90 crs in the nature of PDF/PMF BKEL. Also, the PDF/PMF amount charged to BKEL amounted to INR 126.09 crs which helped ITNL achieve profitability which otherwise would have resulted in a loss. (Refer Section 4.2.18)
- The response of the ITNL team that email communications were internal discussions for finalising the PIM; however, it does not change the fact that the representatives of ITNL had adjusted the budgeted PDF / PMF with other cost components in PIM to the extent of INR 21 crs. Further, apart from INR 21 crs of PDF/PMF fees which were adjusted, there were additional cost overruns of INR 86.09 crs.

- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL potentially recovered funds infused by ITNL in BKEL by charging PDF / PMF to BKEL.

Observation (2/3)

- During our review of the contracts executed for PDF / PMF, along with the review of actual payments made and email correspondences during the said time frame, the following further anomalies were noted:

PDF / PMF agreements or MOUs were potentially back-dated:

- During our review of emails, it was noted that there were multiple email correspondences with regard to charging PDF / PMF and executing agreements for the same. Based on our further documentation review, it was noted that PDF / PMF agreements pertaining to BKEL were potentially back-dated, i.e. agreement date was prior to the email correspondence wherein in the email it was mentioned that the MOU is pending to be executed.
- Following are the details with regard to the same:

#	Date of agreement	Date of email	Amount of the agreement (INR in crs.)	Email correspondence between	Context of the email
1	16 July 2012	01 October 2012	36.30	From: Kuljit Alhuwalia To: MB Bajulge and Parag Phanse	It was mentioned in the email attachment that “MOU needs to be executed.”
	Total		36.30		

- Responses from the representatives of the company:**

No comments

GT Assessment:

- The representatives of ITNL has not provided any responses on the said observation and hence our assessment remains unchanged.

PDF / PMF was potentially correlated with achieving profitability:

- **Email 1:** During our review, an email dated 19 June 2012 was noted, as sent by Deep Sen to Harish Mathur, Sanjiv Rai, and MB Bajulge with regard to 'Q1 Forecast'. In the said email, it was mentioned that '*We have a PAT band of 115.0-120.0 crores to hit; therefore crucial construction targets in the PowerPoint come together*', which potentially indicated that ITNL had a target to achieve a profit of around INR 115-120 crs and crucial targets were mentioned in the said forecast.
- Further, a forecast presentation titled 'Business Review June'12' was attached in the said email, where a specific portion of PDF was highlighted, which potentially indicated that PDF was an important component to achieve the profitability of INR 137.50 crs as desired.
- Further, it was noted that PDF amounting to INR 21.3 crs to be charged from BKEL formed part of the above-mentioned calculation of the required profit amounting to INR 137.50 crs.
- **Responses from the representatives of the company:**

As ITNL had already provided/was providing services to the project for which a formal agreement was to be entered into between ITNL and the SPV, the refereed mails were addressed to ensure completion of the documentation.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not responded on the fact that email correspondences along with the presentation where the profitability targets were to be achieved through PDF/PMF. Further, the representatives of ITNL have also stated that ITNL rendered the services without executing a formal agreement between ITNL and SPV. Also, as per the representatives of ITNL, it is stated as a formal agreement was to be entered, however on the review of the agreement, it was noted that the agreement was entered in April 2012, i.e. before the forecast was made in June 2012.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged were significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that

the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged with regard to PDF/PMF was charged to achieve profitability of ITNL.

Observation (3/3)

Funds provided by ITNL to BKEL were potentially utilized to pay PDF/PMF or RA Bills back to ITNL:

- Based on our detailed review and fund trail analysis, it was noted with regard to BKEL (an SPV of ITNL) that the PDF/PMF fees paid to ITNL were sourced from the equity contributed / loan provided by ITNL only. (INR in crs)

#	Leg 1: ITNL to BKEL Equity contribution / Loans provided		Leg 2: BKEL to ITNL PDF/PMF	
	Date	Amount	Date	Amount
1	14 November 2014	17.00	17 November 2014	17.21
2	02 January 2015	10.00	05 January 2015	10.00
3	09 June 2015	15.00	09 June 2015	15.00
		42.00		42.21

- Further, it was also noted in one of the instances that INR 3.48 crs of payment made by BKEL to ITNL against the RA Bills raised was potentially sourced from the equity contribution made by ITNL. Following is the fund trail identified with regard to the same:

- 30 October 2014 – Equity contribution by ITNL to BKEL
- 03 November 2014 – Interbank transfer by BKEL
- 03 November 2014 – Payment by BKEL to ITNL against the RA Bills.

- Further, as per earlier findings, it was unusual to note that ITNL had infused equity contribution in SPVs and had charged an equivalent amount of PDF/PMF to SPVs in order to recover the equity infused.
- However, based on the above-mentioned observation pertaining to BKEL SPV, and the fund trail exercise also suggests that there was one-to-one mapping/back-to-back transfer of funds. This potentially indicates circular transactions between ITNL and SPVs for equity contributed by ITNL in the SPVs and the same being potentially transferred back by SPV to ITNL in the form of PDF/PMF or RA Bills.

- Thus, based on the above-mentioned details, it appears that circular transactions were potentially entered into by ITNL and BKEL in the following manner:
 - Equity infused and loans lent by ITNL to BKEL amounting to INR 42 crs were potentially transferred back to ITNL in the form of PDF/PMF; and
 - Equity of INR 3.48 crs infused by ITNL into BKEL was potentially transferred back to ITNL as payment against RA bills.

- **Responses from the representatives of the company:**

ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds. ITNL was also the sole developer for the project and hence had operational dues for work done. Hence whenever SPV had cash flow, the same was utilised to discharge its liability to its only Creditors (ITNL) be its towards Running Bills or PDF/PMF.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged that the equity & loans infused by ITNL in BKEL were potentially utilised to remit PDF/PMF and RA bills to ITNL.

4.2.11 PDF/PMF recorded by ITNL with regard to CNTL and BKEL

Background and Observation

- During our review, we identified an email dated 29 June 2010, which was sent by Sachin Gajjar (ITNL) to Mukund Sapre (ITNL), where it was mentioned that for ITNL to achieve a profit after tax of INR 70 crs for the quarter ended June 2010, it was proposed to recognise revenue (i.e. PDF/PMF) of INR 156 crs in CNTL project. It was mentioned that –
 - 3% of the total budgeted project cost, i.e. INR 111.60 crs (INR 3,720 crs * 3%) shall be recognised on executing the concession agreement; and
 - Balance INR 44.40 crs shall be recognised in the next quarter on the submission of reports and other supporting documentation.
- Based on the review of standalone financial results of ITNL for Q1 of FY 2010-11, it was noted that ITNL had reported a standalone revenue of INR 253.50 crs and Profit After Tax ('PAT') of INR 73.70 crs.
- During our review, we identified an email dated 24 January 2014, which was sent by Ajay Menon (ITNL) to Prashant Agarwal (ITNL), wherein it was highlighted that for the quantum of PDF/PMF that should be taken as NIL for recovery of the same since the invoice is pending for LIE certification and only after which it can be submitted to the banks.
- Further in the trial email, it was mentioned that there were concerns with regard to the recognition of PDF/PMF for the BKEL project for quarters 1 & 2 of FY 2014-15. It was mentioned that the PDF/PMF revenue was recognised to maintain the profitability of ITNL and that the relevant certification will not be received from the Lender's Independent Engineer (LIE). Hence, it was proposed to avail of another set of services from LIE in order to obtain certification of the same.
- Thus, based on the above email communications, it appears that ITNL might have charged disproportionate PDF/PMF to its SPVs in order to recognise revenue and represent a better financial position in its standalone financial statements.
- **Responses from the representatives of the company:**

The mails referred are of 28th June 2010 and 24th January 2014 which are not related. The mails of 2014 were internal discussions related to recovery of fees in terms of release and timing of cash flow from the lenders. Thus, conclusion drawn from two different matters pertaining to two different period seems to be inappropriate.

GT Comments on the responses provided by the representatives of the company:

- The emails stated in the above observation highlight that revenue was to be recognised in the books of accounts in order to achieve/maintain profitability at ITNL. In the first email of June 2010, it was stated that PDF/PMF were to be recognised in CNTL to record profitability for the quarter ended June 2010. Whereas in the second email of January 2014, it was stated PDF/PMF was recognised to maintain the profitability of ITNL without certifications from LIE, and hence different services were proposed to be availed from LIE.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

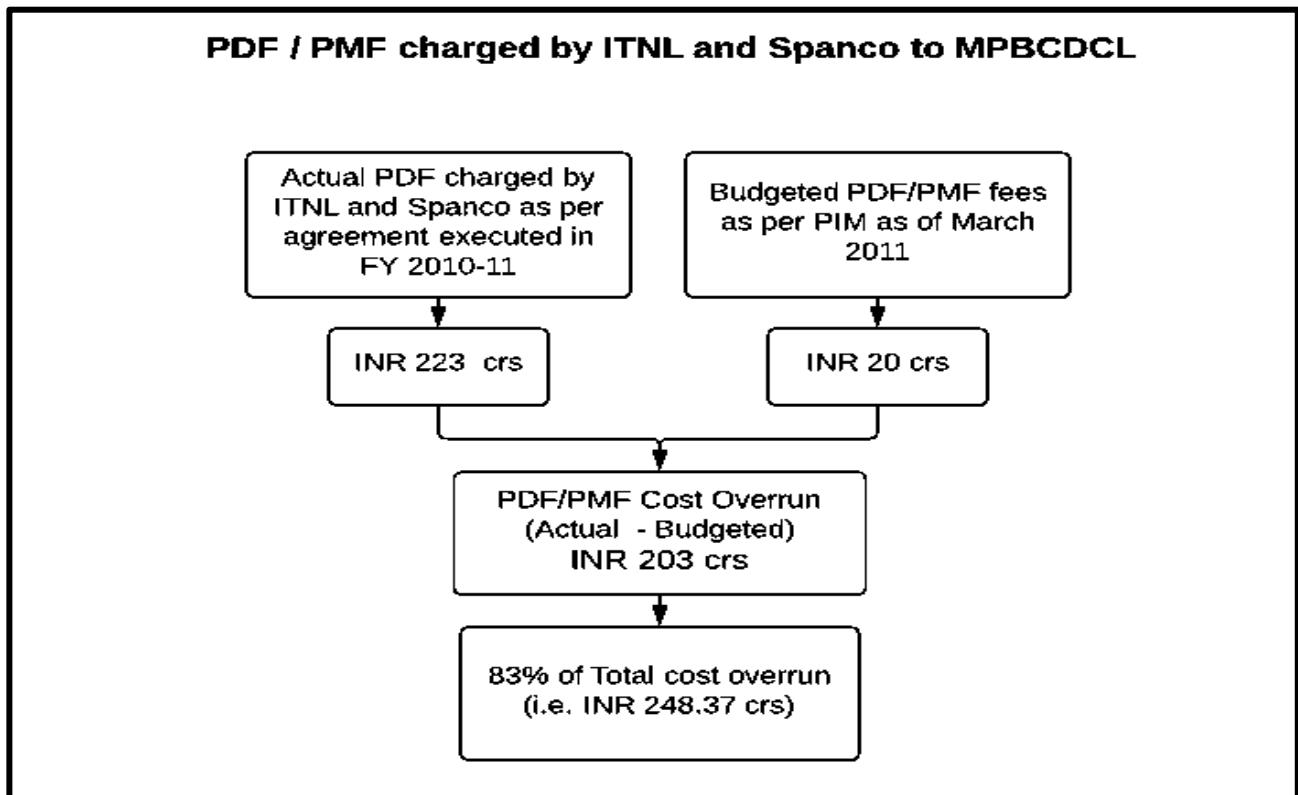
GT Assessment:

- Thus, our assessment remains unchanged that ITNL might have charged disproportionate PDF/PMF to its SPVs in order to recognise revenue and represent a better financial position in its standalone financial statements.

4.2.12 PDF/PMF charged by ITNL and Spanco to MPBCDCL

Background and Observation

- Diagrammatic presentation of anomalies identified in relation to PDF / PMF charged by ITNL to MPBCDCL:



- Based on the review of the agreements dated 03 November 2010 and 03 January 2011 between ITNL and MPBCDCL, it was noted that -
 - MPBCDCL had agreed to pay a one-time project development fee/success fee of INR 41 crs each to ITNL and Spanco Limited.
 - PDF/PMF fees of INR 70.50 crs each were also to be paid to ITNL and Spanco Limited.
- Hence, it can be noted that a total of INR 223 crs (i.e. INR 82 crs + INR 141 crs) were to be paid as professional fees by MPBCDCL to ITNL and Spanco Limited, respectively.
- However, based on the review of PIM (March 2011) of MPBDCDCL, it was noted that the budgeted project management expenses were only INR 20 crs instead of INR 223 crs.
- It was unusual that the agreements in relation to PDF/PMF, which were executed before the date of PIM, had an excess PDF/PMF cost of INR 203 crs (i.e. INR 223 crs – INR 20 crs) over and above the amount which was budgeted as per PIM and was agreed to be paid by MPBCDCL to ITNL (i.e., INR 101.50 crs) and Spanco Limited (i.e., INR 101.50 crs).

- During our review, we had identified an email dated 15 December 2010, which was sent by Venkata Ramanna (Employee of IL&FS) to Parag Phanse (Vice President at ITNL), where it was proposed to charge PDF/PMF to MPBCDCL and recognise revenue in the books of ITNL. It was also suggested to prepare a note that would justify the PDF/PMF charges to lenders. Further, the said note would be shared with Spanco Limited to enable them to charge PDF/PMF to MPBCDCL.
- As on 31 March 2018, MPBCDCL had project cost overruns of INR 248.37 crs, whereas the cost overruns on account of PDF/PMF amounted to INR 203 crs which contributed to 83% of the total cost overruns.
- The review of the details regarding total PDF / PMF charges paid by MPBCDCL to ITNL during FY 2013-14 till FY2017 -18 indicated potentially that there were no approvals for INR 133.34 crs of PDF / PMF paid to ITNL out of the total PDF / PMF cost of INR 223 crs.
- Thus, it appears that -
 - The PDF/PMF agreement with ITNL and Spanco Limited was executed even prior to PIM.
 - PDF / PMF cost contributed to 83% of the total cost overruns of the MPBDCDL project.
 - It is unusual to note that the budget allocated for PDF / PMF was only INR 20 crs at the time of preparation of PIM in March 2011, whereas the PDF/PMF of INR 223 crs was already agreed upon vide agreements dated 03 November 2010 and 03 January 2011.
 - PDF/PMF was charged by ITNL and Spanco Limited to potentially book additional revenue in their respective books of accounts.
 - It is unusual to note that funds of INR 110.28 crs were infused by ITNL in MPBCDCL in the form of equity contribution, and INR 111.50 crs was charged by ITNL in the nature of PDF/PMF. (Refer Section 4.1 of the report).
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 223 crs by ITNL and Spanco Limited to MPBCDCL.

Date	Sender	Receiver	Particulars
16 April 2012	Mukund Sapre (Executive Director at ITNL)	Kapil Puri (Chairman/ Managing Director at Spanco)	<p>It was noted that the company required the representatives of Spanco Limited to complete certain transactions designed in such a way that will result in receiving money by the company from lenders against PDF by misrepresentation to them.</p> <p>Spanco Limited was required to raise bills on the SPV based on the development agreement and make payments of PDF to ITNL as per the MOU. Further, the SPV will make payments to Spanco for an amount equivalent to the payment of PDF by Spanco to ITNL.</p>

- **Responses from the representatives of the company:**

It was a standard industry practice to charge fees for the project by developer/promoter. ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and later. As per the representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns.
- The pre-bid and post-bid services were not segregated in the PIMs. Further, no clarification was provided by the representatives of ITNL as to which are pre-bid and post-bid services. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and later. Also, the date of the report on which ITNL had submitted the report to its SPVs for which PDF/PMF was charged was missing, hence bifurcating the services into pre-bid and post-bid.
- ITNL had provided equity contribution and loans in MPBCDCL, and the funds were potentially paid back / moved back to ITNL in the form of revenue on account of PDF/PMF fees, thus resulting in increased profitability.(Refer Section 4.2.18)
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that there were multiple discrepancies in PDF/PMF levied by ITNL to MPBDCL.

4.2.13 PDF/PMF charged by ITNL to IRIDCL

Background

- Based on the review of PIM (May 2013) of IRIDCL – Phase II, it was noted that the total budgeted cost for PDF / PMF was INR 93 crs.
- During our review of the monthly progress reports and board minutes, it was noted that physical progress reported thereunder was as follows:

#	Time frame	Physical progress as per Monthly Progress Reports (%)	Physical progress as per Board Minutes (%)
1	December 2013	11.00%	-**
2	March 2014	29.00%	-**
3	June 2014	-*	21.51%
4	March 2015	23.00%	25.17%
5	March 2016	24.00%	27.10%
6	March 2017	27.10%	27.10%***

*Note: The percentage of physical progress was not mentioned in the Monthly Progress Report.

**Note: The percentage of physical progress was not mentioned in the Board Minutes.

***Note: Board Minutes till December 2016 are being provided. Hence the Physical Progress of 27.10% is as of 31 December 2016.

- Further, the total PDF / PMF incurred and recognised as per the CWIP working shared by the representatives of ITNL was INR 161 crs as on August 2016.

Observation

PDF / PMF charged by ITNL to IRIDCL vis-à-vis budgeted cost:

- Based on the comparison of the budgeted PDF / PMF cost for IRIDCL mentioned in the PIM of May 2013 vis-à-vis the actual PDF / PMF expenses recorded in the books of accounts up to 31 March 2015, it appears unusual that there was a substantial difference even though the project was only 27.10% complete till March 2017.
- During our review of the books of accounts of IRIDCL, it was noted that INR 161.00 crs were recorded as PDF / PMF expenses against ITNL, whereas the budgeted cost for the same was INR 93.00 crs.
- Since the total project completed till March 2017 was only 27.10% (project completion details as of September 2018 was not available for our review), thus proportionate / pro-rata PDF / PMF cost potentially should have been approximately INR 25.20 crs (i.e. 27.10% of INR 93 crs of budgeted cost). However, as stated above, INR 161.00 crs was recorded as PDF / PMF expenses by IRDCL against ITNL. Thus, it is unusual that INR 135.80 crs was potentially additionally incurred compared to the actual project completion.

PDF / PMF charged by ITNL to its SPVs vis-à-vis physical progress of the project:

- During our review, it was noted that ITNL had charged INR 161.00 crs of PDF / PMF from IRIDCL in the following phases/dates:

#	Date of invoice	Invoice reference	Amount (INR in crs.)
1	30 September 2012	154	87.55
2	31 December 2012	227	20.00
3	31 March 2014	43	28.45
4	30 June 2014	89	25.00
	Total		161.00

- Based on the above, it appears unusual that:
 - INR 107.55 crs of PDF / PMF was charged by ITNL (September and December 2012) from IRIDCL even before the PIM date (May 2013)
 - INR 107.55 crs of PDF / PMF was charged by ITNL in September and December 2012, whereas the total PDF cost estimated in the PIM (May 2013) was only INR 93.00 crs
 - Total INR 161.00 crs of PDF / PMF was charged by ITNL when the actual physical progress was only 22% (as reflected in the Board Minutes)
- Thus, based on the above-mentioned details, it appears unusual that ITNL charged the majority of PDF / PMF to IRIDCL in the initial years of the project, which was inconsistent with physical progress at the site.
- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 161.00 crs by ITNL to IRIDCL.
- **Responses from the representatives of the company:**

Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period. As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services was upfront. Hence linking the PDF with physical progress is not correct and factual.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and later. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns.

- Further, the PDF/PMF amount charged to IRIDCL amounted to INR 161.00 crs which helped ITNL achieve profitability which otherwise would have resulted in a loss. (Refer Section 4.2.18)
- The pre-bid and post-bid services were not segregated in the PIMs. Further, no clarification was provided by the representatives of ITNL as to which are pre-bid and post-bid services. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF, which pertained to the initial phase and later. Also, the date of the report on which ITNL had submitted the report to its SPVs for which PDF/PMF was charged was missing, hence bifurcating the services into pre-bid and post-bid.
- Based on the data provided to us, we noted that the project's physical progress and financial progress was more or less similar (in the same range). Based on the physical / financial progress, the proportionate budgeted cost was INR 349.40 crs (INR 349.40 crs (total cost of the project) *100%) while the actual cost was INR 351.09 crs resulting in the cost overruns of INR 1.69 crs (INR 349.40 crs – INR 351.09 crs)
- Out of the cost overruns of INR 1.69 crs the cost overruns on account PDF/PMF was INR 10.66 (INR 55.49 (budgeted) – INR 66.15 (actual))crs which was the key contributor for the cost overruns on the IRIDCL project.
- Further, as mentioned in the email dated 10 May 2012, sent by Ajay Menon (ITNL) to Ravi Sreehari (ITNL) (Refer section 4.2.10), the PDF/PMF charged is generally in the range of 4.5% to 7% of the total project cost. However, PDF/PMF fees charged in IRIDCL was 19% of the total project cost.
- Also, ITNL had booked a Total profit of INR 2021.71 crs in the period of 2010-15. The PDF/PMF amount charged to IRIDCL amounted to INR 172 crs, and the PDF/PMF was also charged to other SPVs (CNTL, FSEL etc), which helped ITNL achieve profitability for the period of 2010-15, which otherwise would have resulted in a loss of INR 48.45 crs.
- Further, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL charged the majority of PDF / PMF to IRIDCL in the initial years of the project, which was inconsistent with physical progress at the site.

4.2.14 PDF/PMF charged by ITNL for SBHL project

Background

- PDF / PMF was charged by ITNL to its SPVs for providing various services on the basis of agreements entered between ITNL and its SPVs.
- In the case of SBHL, the budgeted PDF/PMF fees were INR 32.58 crs, whereas the actual PDF/PMF charged by ITNL was INR 101.57 crs, i.e. overruns of INR 68.99 crs.

Observation

- On reviewing of Memorandum of Understanding dated 04 July 2012 entered between ITNL and SBHL, it was noted that ITNL had charged INR 27 crs for providing “*Services for undertaking Financial closure Activities.*”
- Further, on review of IFIN mandate for arranging Senior Debt dated 23 July 2012, it was noted that ITNL (on behalf of SBHL) entered into an Engagement Agreement with IL&FS Financial Services Limited ('IFIN') wherein IFIN was appointed as the ‘Debt Arranger’ for SBHL.
- Also, ITNL had awarded a work order for Pre-Bid Engineering Services for “Development and Operation of Sikar-Bikaner section” to Feedback Infrastructure Services Private Limited ('FISPL').
- On reviewing the documentation of the aforementioned activities, it was noted that the scope of services of all the activities was similar in nature. The details of the same are tabulated below:

Scope of service	Amount (INR in crs)	Amount (INR in crs)	Sub- contr actor	Scope of Services of Sub-contractor
Services for undertaking Financial Closure Activities				
Drafting and submitting the documents to the authority	27.00		ITNL	
Finalization of PIM and Project Structure		3.48	IFIN	Preparation of PIM and finalization of project/capital structure.
Undertaking review of construction cost from the Lenders point of view				Finalization of project/capital structure and debt Syndication services.
Finalization of Financial Model				Preparation of PIM - since, as per the ITNL team, PIM is made on the basis of the Financial Model only.
Finalization of the term sheet for all debt				Preparation of PIM - IFIN shall develop detailed PIM together with detailed term sheets for the Project debt.
Execution of Financing documents				Approvals and Documentation
Undertaking Traffic Studies from the Lenders point of view		0.28	FISPL	Traffic Analysis and Report including OD Matrixes for all locations

Scope of service	Amount (INR in crs)	Amount (INR in crs)	Sub- contr actor	Scope of Services of Sub-contractor
Undertaking review of construction cost from the Lenders point of view				Prepared detailed cost estimates for the project
Detailed design & Drawings for Roads				Preliminary design for roads and structures
Detailed design & Drawings for Structure				Preliminary design for roads and structures
Total	27.00	3.76		
Excess charged / Margin earned by ITNL to SBHL	23.24			

- Further, on reviewing of Memorandum of Understanding dated 07 July 2014 entered between ITNL and SBHL, it was noted that ITNL had charged INR 15 crs for providing “Services for undertaking Financial closure Activities”, which includes the following sub-category of services:
 - Value Engineering for 4 ROBs
 - Value Engineering for Road Works
 - Advance Traffic Survey and Revised Revenue Assessment.
- It was noted that in the ‘Advance Traffic Survey and Revised Revenue Assessment’ report provided by ITNL (date of submission of the report was not mentioned) and Feedback Infrastructure Services Private Limited (submitted in April 2012), details such as “Average Daily Traffic at Count Location” and “Direction-wise Average Daily Traffic at Toll Plaza Locations” stated in both the report were the same.
- Based on the above-mentioned details, it appears that ITNL had potentially charged INR 27 crs for various services; however, services with similar nomenclature were further sub-contracted to IFIN and FISPL on a back-to-back basis for contracts amounting to INR 3.76 crs.
- Thus, it appears that ITNL had potentially earned a margin of INR 23.24 crs for various services undertaken to be performed for the SBHL project, whereas the same scope of work was potentially sub-contracted to third parties on a back-to-back basis at lower values.
- **Responses from the representatives of the company:**

ITNL had broader scope than the scope awarded to IFIN & Feedback. Feedback had given prebid services to ITNL, while the PDF charged was for post bid designs. As the SPV did not have any manpower of its own, team from ITNL undertook all activities on behalf of the SPV and provided information, coordination and support for financial closure related matters including documentation to the syndication agency i.e. IFIN. Hence the observation that the same services are charged by ITNL & third parties is not correct.

GT Comments on the responses provided by the representatives of the company:

- The agreement with ITNL does not provide a service wise and amount wise bifurcation which would help us ascertain that ITNL had carried out a broader scope of work. The scope of work of ITNL and IFIN seems to be similar; however, the difference in the fees is significantly high. As stated in the responses provided by the representatives of ITNL, ITNL had assisted IFIN however, we were not provided any supporting documentation for the same (i.e. email communications, memo, etc.). Also, we have not received any response with respect to the same traffic counts noted for the traffic study conducted in different years.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged with regard to the following observations:
 - ITNL had potentially charged INR 27 crs for various services; however, services with similar nomenclature were further sub-contracted to IFIN and FISPL on a back-to-back basis for contracts amounting to INR 3.76 crs.
 - ITNL had potentially earned a margin of INR 23.24 crs for various services undertaken to be performed for the SBHL project, whereas the same scope of work was potentially sub-contracted to third parties on a back-to-back basis at lower values.

4.2.15 Claim Management Fees paid by PSRDCL to ITNL were potentially funded by ITNL

Background

- Based on the agreement dated 04 October 2016 between PSRCL and ITNL, PSRDCL had agreed to pay an amount of INR 5 crs to ITNL w.e.f 01 April 2016 till completion of Dispute Resolution Phase where ITNL had agreed to provide the following Claim Management Fees ('CMF') services to PSRDCL:
 - Engagement of legal counsel and/or law firms;
 - Review of pleadings;
 - Co-ordination with Law Firms, Legal Counsel and Senior Legal Counsel;
 - Follow-up and reporting of Legal Proceedings in Dispute Resolution Phase;
 - Advisory services in relation to legal proceedings;
 - Carry out negotiations with NHAI or its counsel, in consultation with PSRDCL, in order to effect any out-of-court settlement.

Observation

- Based on the review of books of accounts of PSRDCL, it was noted that in the financial year 2017-18 and financial year 2018-19, PSRDCL paid a total of INR 35.24 crs as CMF to ITNL.
- During our end-utilization procedures, it was noted that CMF amounting to INR 24 crs was paid by PSRDCL to ITNL out of the borrowings availed from ITNL itself. The details of the same are as follows: (INR in crs)

#	Date of Borrowing availed from ITNL	Amount of Borrowing	Payment date of CMF	Amount of CMF paid
1	31 March 2017	7.80	05 April 2017	5.00
			12 April 2017	2.00
2	03 May 2017	120.00	17 May 2017	5.00
3	30 June 2017	20.00	06 July 2017	3.00
4	31 August 2017	10.25	11 September 2017	5.00
5	28 February 2018	7.00	12 March 2018	4.00
Total		165.05	Total	24.00

- Thus, based on the above-mentioned details, it appears that:
 - PSRDCL utilized the borrowed funds of ITNL to pay 68% of the total claim management fees, which amounts to INR 24 crs, back to ITNL.

- Further, we were not provided with the basis of computation of individual service-wise cost breakup and justification for charging CMF of INR 35.24 crs by ITNL to PSRDCL.
- **Responses from the representatives of the company:**

Fees were charged based on amended agreement of March 23, 2017 (provided to GT). As per the amended agreement claim management fees of Rs 5 crs p.a. was payable if the claim amount is upto Rs 500 crs and Rs 10 crs per annum if the same is higher. The total award amount for PSRDCL was Rs 547 crs. Fees charged were in line with the terms of the agreement and as per the claim management policy approved by Audit Committee. Thus, observation of GT is incorrect. Claim management fees did not form part of project cost approved to be funded by lenders and the same was paid out of funds available with the SPV.

GT Assessment:

- Based on the data provided by the representatives of ITNL, we have modified part of the observation. However, the other part of the observation remains unchanged that loans availed by PSRDCL from ITNL were utilised to remit CMF to ITNL as the representatives of ITNL has not provided any response on it.

4.2.16 Potential anomalies in the project cost estimate to potentially adjust

PDF/PMF payments of ITNL

Background

- During our review and comparison of cost as per bid submitted to MPRDC vis-à-vis the cost as per PIM submitted to lenders for MPBCDCL, we noted that the cost mentioned in the PIM were substantially higher than the cost submitted to MPRDC. The details of the same are mentioned below:

Particulars	As per Bid (INR in crs)	% of total project cost	As furnished in PIM (INR in crs)	% of total project cost	Excess in cost (INR in crs)
Construction Related Cost	923.40	87%	1192	88%	-269
PMF / PDF / O&M, Start-up Cost	-	0%	20	1%	-20
Sub Total	923.40		1212		
Preliminary and Preoperative Expenses	57.54	5%	17	1%	41
IDC	75.60	7%	121	9%	-46
Total	1,056.54	100%	1350	100%	-293

- Further, on comparison of cost as per Bids to MPRDC vis-à-vis the actual cost incurred for the said project, we noted that the actual excess cost of INR 285 crs was incurred. The details of the same are given below:

Particulars	Bid to NHAI (INR in crs)	% of total project cost	Actual Cost Incurred (INR in crs)	% of total project cost	Changes in cost (INR in crs)
Construction Related Cost	923.40	87%	905.00	67%	18
PMF / PDF / O&M, Start-up Cost	-	0%	223.00	17%	-223
Sub Total	923.40		1,128.00		
Preliminary and Preoperative Expenses	57.54	5%	61.81	5%	-4
IDC	75.60	7%	152.06	11%	-76
Total	1,056.54	100%	1,342.00	100%	-285

Note: The actual figures have been taken from the Project Costing Summary sheet shared by the representatives of the ITNL.

- Thus, based on the above-mentioned details, it appears that:
 - Excess cost of INR 293 was submitted to the lenders as per the PIM compared to the bid submitted to MPRDC.

- PDF / PMF cost incurred on the project amounted to INR 223 crs; however, the same did not form a part of the bid submitted to MPRDC.
- Further, we were not provided the basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 223 crs by ITNL and Spanco Limited to MPBCDCL.

▪ Responses from the representatives of the company:

The constructions related cost as per PIM seems to be inclusive of PDF/PMF since as per the agreements for construction awarded for the project, total construction cost works out to Rs 885 crs. Development cost as per PIM was Rs 1,165 crs.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided break-up/clarifications on pre-bid and post-bid services rendered by ITNL to its SPVs in the nature of PDF/PMF. Hence, it is not possible to ascertain the nature and quantum of PDF/PMF that pertained to the initial phase and later. As per representatives of ITNL, if the PDF/PMF were charged at the initial stages, then it seems unusual that a PDF/PMF was a significant contributor to the total project cost overruns. Further, it was also observed through multiple emails that PDF/PMF was used as a source to achieve the profitability of ITNL. (Refer Section 4.2.18)
- As per PIM, the budgeted PDF/PMF fees submitted to the lenders was INR 20 crs. Thus, it appears that the PDF/PMF did not form part of the constructed related cost. Further, the PDF/PMF amount charged to MPBDCL amounted to INR 111.50 crs, which helped ITNL achieve profitability for the period of which otherwise would have reduced the profits by INR 111.50 crs.(Refer section 4.2.18).
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that PDF / PMF cost incurred on the project amounted to INR 223 crs; however, the same did not form a part of the bid submitted to MPRDC.

4.2.17 Potential pre-booking of income by ITNL in the form of PDF / PMF

Observation

- As per an email dated 17 July 2014 sent by Prashant Agarwal to Mukund Sapre with a copy marked to George Cherian and Vijay Kini, it was stated that final signed MOUs for ‘*detailed engg fee*’ amounting to INR 100 crs for ‘Q1’ was not provided. Instead, the said fees were divided between the following entities:

#	Name of SPV	Amount (INR in crs)
1	BAEL	26.70
2	IRIDCL	22.25
3	KSEL	17.80
4	KNCEL	13.35
5	SBHL	8.90
Sub-Total		89.00
Add: Service Tax		11.00
Total		100.00

- Thus, from the above email, it appears that ITNL wanted to recognize PDF / PMF revenue of INR 100 crs during the quarter ended 30 June 2014; however, the documentation for the same was not prepared.
- Further, on review of books of accounts of ITNL and the said SPVs, we noted that ITNL had recognised PDF / PMF income, and the SPVs had capitalised the PDF / PMF expenses on 30 June 2014. The details of the same are as follows:

#	SPV	MOU Date	Amount inclusive of service tax (INR in crs)	Date of capitalization of PDF / PMF fee in books of SPV	Date of recognizing PDF / PMF fees as revenue in books of ITNL
1	BAEL	28 March 2014	30.00	30 June 2014	30 June 2014
2	IRIDCL	28 March 2014	25.00	30 June 2014	30 June 2014
3	KSEL	31 March 2014	20.00	30 June 2014	30 June 2014
4	KNCEL	20 March 2014	15.00	30 June 2014	30 June 2014
5	SBHL	04 March 2014	10.00	30 June 2014	30 June 2014
Total			100.00		

- It is also pertinent to note that the email also stated that statutory auditors required the documentation, and hence prior dated documents were prepared for the purpose of audit trial.
- Further, on reviewing the approvals for executing the aforementioned MOUs provided to us by the representatives of ITNL, it appears that no specific approval was taken, and only a copy of the email dated 17 July 2014 was provided.
- From the above points and on review of MOUs of aforementioned SPVs provided to us by the representatives of ITNL, it appears that:

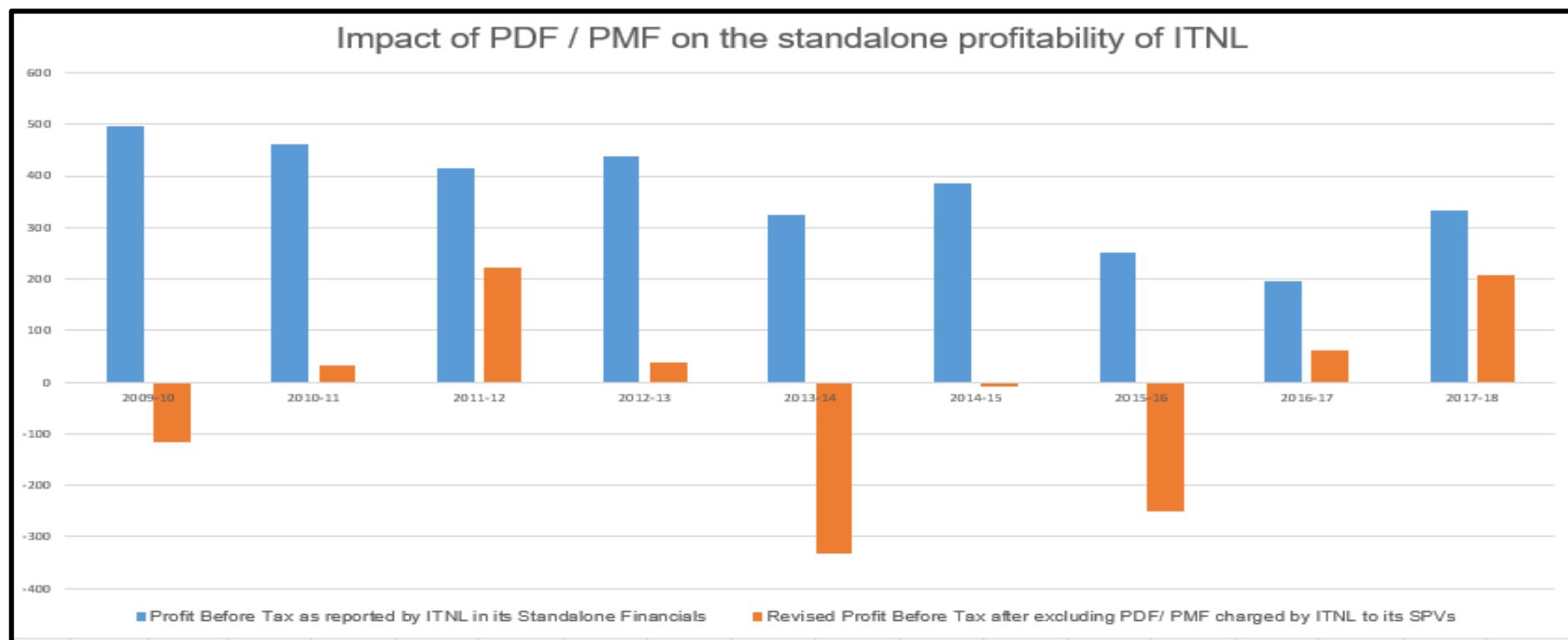
- PDF / PMF expenses capitalized by the SPVs and PDF / PMF income booked by ITNL on 30 June 2014 were potentially done without any documentation being in place initially.
 - MOUs were prepared on a back-date basis to enable ITNL to recognize income in Quarter 1 of FY 2014-15 as the said MOUs were dated March 2014; however, the email indicates that MOUs were not executed at least until July 2014.
 - Since the MOUs were not executed at least until July 2014 and since the capitalization and income entries were already passed in June 2014, it appears that no actual services were rendered by ITNL to the SPVs and that the MOUs were potentially utilized to inflate the assets and income of SPVs and ITNL respectively and also submit the same as supporting documentation to statutory auditors.
- Further, we were not provided with basis of computation of individual service-wise cost breakup and justification for charging PDF / PMF of INR 100 crs by ITNL to BAEL, IRIDCL, KSEL, KNCEL and SBHL.
 - **Responses from the representatives of the company:**

As ITNL had already provided/was providing services to the project for which a formal agreement was to be entered into between ITNL and the SPV. The documentation was completed later on for which emails were exchanged.
- GT Assessment:**
- The responses provided by the representatives of ITNL are in line with the observation highlighted above thus our assessment remains unchanged.

4.2.18 Impact of PDF / PMF on the standalone profitability of ITNL

Background and Observation

- ITNL is a company listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange of India ('NSE') with effect from 30 March 2010 and is subject to various regulations laid down by the regulatory authorities. Further, being a listed company ITNL is required to submit the standalone and consolidated financial statements to BSE and NSE. Investors consider financial results as a key decision-making factor to invest in the shares of a company.
- Diagrammatic presentation of the impact of PDF / PMF on standalone profitability of ITNL:



- Based on the review of audited standalone financial statements of ITNL, it was noted that ITNL had reported a total Profit before Tax ('PBT') of INR 3,296.88 crs during the period FY 2009-10 to FY 2017-18.
- Based on the details of the year-on-year fees charged by ITNL to various SPVs, provided to us by the representatives of ITNL, we noted that ITNL had charged a total PDF / PMF of INR 3,443.84 crs during the period FY 2009-10 to FY 2017-18.
- The below table highlights the impact on the standalone profitability of ITNL during the period FY 2009-10 to FY 2017-18 if revenue recognised by way of charging PDF / PMF is not considered⁴⁸ (INR in crs):

#	Name of the SPV	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Total
	PBT as per standalone financial statements (A)	497.12	461.74	413.65	439.28	322.91	384.13	250.55	195.71	331.79	3,296.88
	Less: PDF/PMF										
1	ACEL	-	-	-	-	-	-	173.57	-	-	173.57
2	BAEL	-	-	-	-	209.15	63.48	-	17.63	35.18	325.44
3	BKEL	-	-	-	56.10	30.00	39.99	-	-	-	126.09
4	CNTL	-	184.57	19.72	19.72	19.72	19.72	99.72	58.45	9.50	431.12
6	FSEL	-	-	-	-	-	-	131.30	-	-	131.30
7	GRBDCL	-	-	-	-	-	-	4.56	-	-	4.56
8	HREL	123.65	9.30	9.30	26.70	-	-	-	-	-	168.95
9	IRIDCL	-	11.00	-	107.55	28.45	25.00	-	-	-	172.00
10	JIICL	-	-	-	-	-	-	25.82	22.10	9.00	56.92
11	JRPICL	166.02	-	61.00	-	-	-	-	-	-	227.02
12	JSEL	-	46.90	11.20	11.20	8.40	14.00	9.36	-	-	101.06
13	KNCEL	-	-	34.37	68.73	-	60.22	22.80	13.23	35.18	234.53
14	KSEL	-	-	-	-	179.35	45.00	-	22.07	35.18	281.60
15	MPBCDCL	-	111.50	-	-	-	-	-	-	-	111.50
16	MBEL	103.95	24.62	20.10	13.26	13.26	9.95	-	-	-	185.14

⁴⁸ On comparison of PDF / PMF provided in a spreadsheet namely "Project costing summary" by the representatives of ITNL vide email dated 17 November 2021 with the SPV wise spreadsheets namely "Fees details" also provided to us by the representatives of ITNL, we noted that there was a discrepancy of INR 15.67 crs in PDF / PMF charged by ITNL to its SPVs. We were unable to reconcile the same and it is excluded from the table.

#	Name of the SPV	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Total
17	NKEL	-	4.63	-	-	-	-	-	-	-	4.63
18	PSRDCL	221.21	34.96	34.96	21.57	5.00	-	-	-	-	317.70
19	SSTL	-	-	-	-	161.94	90.00	34.20	-	-	286.14
20	SBHL	-	-	-	76.57	-	25.00	-	-	-	101.57
21	TRDCL	-	3.00	-	-	-	-	-	-	-	3.00
Total (B)		614.83	430.48	190.65	401.40	655.27	392.36	501.33	133.48	124.04	3,443.84
Profit / (Loss) (A-B)		(117.71)	31.26	223.00	37.88	(332.36)	(8.23)	(250.78)	62.23	207.75	(146.96)

- It can be noted from the above table-
 - ITNL had recognised total revenue of INR 3,443.84 crs by charging PDF / PMF to its SPVs during FY 2009-10 to FY 2017-18.
 - In case ITNL had not recognised the aforesaid revenue, it would have potentially suffered a loss of INR 146.96 crs (INR 3,296.88 crs – INR 3,443.84 crs).
- It was also noted that there were cost overruns in 21 SPVs due to excessive charging of PDF/PMF by ITNL on its SPVs, amounting to INR 2,125.42 crs (Refer Section 4.2 of the report).
- Further, as highlighted in our Report 1.0 on special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 21), our analysis of financial statements of ITNL indicated that though ITNL had reported a profit during the review period, there was significant stress in the company due to increased borrowings and related finance cost.
- We were not provided with the approval mechanism / SOP which justify the basis for computing and charging in the nature of PDF / PMF by ITNL to its SPVs.
- Further, we identified emails relating to increasing the profitability of ITNL by charging PDF/PMF on SPVs, the details of which are mentioned in the below table:

Date	Sender	Receiver	Particulars
01 October 2015	Prashant Agarwal (ITNL)	Hari Bhavsar (ITNL)	<p>It was noted that 'PDF' of INR 182 crs was proposed for Q2 ending September 2015 for the following three projects:</p> <ol style="list-style-type: none"> 1. ACEL - INR 94 crs 2. FSEL - INR 76 crs 3. RRR (Phase VII) - INR 12 crs <p>Documents were requested to be arranged. Further, it was mentioned that to comply with the RPT framework, MCAM would be required for each transaction.</p>
08 October 2015	Shrikant Kukade (ITNL)	Makarand Sahasrabuddhe (ITNL) and Tapan Parikh (ITNL)	<p>The following was mentioned in the email communication:</p> <p>Reports - he has already advised Rajesh/Tapan to keep it ready</p> <p>Activities - shall be discussed and finalized once he is back in India on Saturday'</p> <p>Further, it was advised to circulate the draft MoUs of ACEL and FSEL after making suitable modifications.</p>
12 October 2015	Prashant Agarwal (ITNL)	Tapan Parikh (ITNL)	<p>It was noted that draft MoUs for both the projects were shared on 12 October 2015 to get them signed.</p>
12 October 2015	Makarand Sahasrabuddhe (ITNL)	Tapan Parikh (ITNL)	<p>It was discussed on 12 October 2015 that deliverables of ITNL for ACEL and FSEL projects would be dated between 01 September 2015 to 30 September 2015 as the date of MoUs for both the projects was set on 01 September 2015.</p> <p>Further, it was also stated to change the dates of traffic survey reports mentioned in the deliverables.</p>

- **Responses from the representatives of the company:**

ITNL was in the business of development of transportation infrastructure. The team at ITNL identified business opportunities, evaluated, bided for the project and upon successful award of the project developed and operated the project during the concession period. The structure of BOT project – through concession agreement required each of the project to be domiciled in a Special Purpose Vehicle (SPV). All the expertise, technical – design, construction and operations & maintenance related, financial, legal were domiciled in ITNL at HoldCo level and services during all stages of projects, prebid, bid, development, construction and operations were provided by ITNL to the SPVs. ITNL had an experienced professional team of senior managers having vast experience of management and operational in the surface transportation sector. It also had an in-house design team, advanced capabilities in terms of designing of projects and technology used, quality control. The benefits of all these expertise and capabilities was provided by the HoldCo to the SPVs. It would not have been practical and feasible to replicate that across all the SPVs. PDF/PMF were charged for all those

services provided by ITNL to SPVs. Hence PDF/ PMF cannot be ignored and had to be charged to the SPV. Charging PDF / PMF to SPVs by the promoters, who end up doing all the work, used to be a standard industry practice in BOT projects. The % of PDF/PMF may have varied from project to project and was decided by the then Senior Management (MD and ED).

GT Comments on the responses provided by the representatives of the company:

- The observation highlights the profitability of ITNL in case the PDF/PMF revenue was not recorded in the books of accounts. Further, multiple mail correspondences were highlighted where it was stated that PDF/PMF revenue was to be recorded in order to achieve desired profitability in ITNL. Also, the break-up/components of PDF/PMF was not made available for our review, which would help us understand the basis of computation of PDF/PMF.
- Also, there was no justification provided by the representative of ITNL for charging such higher PDF/PMF by ITNL to SPVs. Further, it seems that the employee expenses were the major cost incurred by ITNL for providing PDF/PMF. Analyses of annual employee cost vis-à-vis the PDF/PMF charged by ITNL indicate that the PDF/PMF fees charged was significantly higher than the annual employee cost. Also, the details/break-up of employee costs incurred or other costs incurred for providing PDF/PMF services were not available for our review. Thus, our assessment remains that the PDF/PMF fees charged by ITNL were significantly high compared to the cost incurred by ITNL to provide the said PDF/PMF services.

GT Assessment:

- Thus, our assessment remains unchanged that in case ITNL had not recognised PDF/PMF, it would have potentially suffered a loss of INR 146.96 crs (INR 3,296.88 crs – INR 3,443.84 crs).

4.2.19 Potential non-compliance of Related Party Framework with regard to PDF/PMF charged by ITNL to its SPVs

- Based on the review of Audit Committee ('AC') Meeting minutes dated 12 August 2014, it was noted that a draft policy and framework for Related Party Transactions ('RPTs') were presented to the AC (approved by Board of Directors on 13 August 2014). The said related party framework described the process pertaining to the RPTs such as identifying coverage of transactions, approval process, reporting of transaction to the audit committee, approach for dealing with RPTs etc.
- The said related party framework also provided percentage range for PDF/PMF to be charged by ITNL to SPVs. It was stated that the PDF/PMF would be in range of 7% to 9% of the total project cost for services which included engineering services, project management charges, detailed design & drawings, establishment & administrative cost, safety environmental & quality control charges, pre-construction activities, etc. However, we were not provided with the documentation which provides justification of charging PDF/PMF fees by ITNL to its SPVs.
- During our review, we noted few instances where the percentage of budgeted PDF/PMF charged by ITNL to its SPVs exceeded the benchmark/approval stated in the related party framework. The below table provides a comparison of budgeted PDF/PMF fees to the budgeted total project cost where it can be noted that in seven SPVs the budgeted PDF/PMF exceeded 9% of the budgeted total project cost: (INR in crs)

#	SPV	Date of PIM	Budgeted Total Project cost ('TPC') (A)	Budgeted PDF & PMF (B)	% of Budgeted PDF to Budgeted Cost (B/A)	Budgeted PDF/PMF (As per RPTs Policy and Framework) (i.e. 9% of TPC) (C) = (A*9%)	Excess PDF/PMF Charged (B-C)
1	IRIDCL I	May-13	349.40	55.49	15.88%	31.45	24.04
2	JSEL	Aug-10	823.99	103.40	12.55%	74.16	29.24
3	JIICL	Dec-15	615.00	72.22	11.74%	55.35	16.87
4	JRPICL	Sep-11	2,141.00	212.00	9.90%	192.69	19.31
5	HREL	Dec-09	869.18	85.87	9.88%	78.23	7.64
6	KSEL	Aug-15	1,880.00	180.00	9.57%	169.20	10.80
7	PSRDCL	Dec-09	1,376.70	130.00	9.44%	123.90	6.10
Total			838.98			724.97	114.00

(Note: We have considered the highest % i.e. 9% from the range of 7% - 9% approved in RPT framework for charging the PDF/PMF by ITNL to its SPVs)

- Further, on comparison of the actual project cost vis-à-vis the actual PDF/PMF fees charged by ITNL to its SPVs, it was noted that in 12 SPVs, the percentage of actual PDF/PMF charged by ITNL to its SPVs had exceeded the benchmark/approval stated in the related party framework. The below table provides details of the same: (INR in crs)

#	SPV	Date of PIM	Actual Project Cost as on 31 March 2018 (A)	Actual PDF & PMF (B)	% of Actual PDF to Actual Cost (B/A)	Actual PDF/PMF (As per RPTs Policy and Framework) (i.e. 9% of TPC) (C) = (A*9%)	Excess PDF/PMF Charged (B-C)
1	GRBDCL	Oct-15	21.05	4.56	21.67%	1.89	2.67
2	IRIDCL I	May-13	351.09	66.15	18.84%	31.60	34.55
3	BKEL	Jul-12	725.71	126.09	17.37%	65.31	60.77
4	HREL	Dec-09	1,161.12	180.53	15.55%	104.50	76.03
5	JRPICL	Sep-11	2,551.73	383.86	15.04%	229.66	154.20
6	PSRDCL	Dec-09	2,125.16	317.71	14.95%	191.26	126.44
7	JIICL	Dec-15	419.93	56.92	13.55%	37.79	19.13
8	BAEL	Jul-15	2,443.37	324.99	13.30%	219.90	105.09
9	KSEL	Aug-15	2,451.64	281.60	11.49%	220.65	60.95
10	SBHL	Sep-12	967.38	101.57	10.50%	87.06	14.51
11	KNCEL	Apr-12	2,288.07	234.52	10.25%	205.93	28.60
12	TRDCL	Aug-09	385.63	35.28	9.15%	34.71	0.58
Total				2,113.78		1,430.27	683.52

(Note: We have considered the highest % i.e. 9% from the range of 7% - 9% approved in RPT framework for charging the PDF/PMF by ITNL to its SPVs)

- Also, the said related party framework was revised and approved by Board of Directors on 29 May 2017. As per the revised framework, the PDF/PMF to be charged by ITNL to SPVs should be in the range of 2% to 5%. However, we were not provided with the documentation which provides justification of charging PDF/PMF fees by ITNL to its SPVs.
- Based on our review of the projects whose PIM was executed post 29 May 2017, it was noted that in three SPVs the percentage of actual PDF/PMF fees to the actual total project cost exceeded the benchmark/approval stated in the revised related party framework. The below table provides details of the same (INR in crs):

#	SPV	Date of PIM	Actual Project Cost as on 31 March 2018 (A)	Actual PDF & PMF (B)	% of Actual PDF to Actual Cost (B/A)	Actual PDF/PMF (As per RPTs Policy and Framework) (i.e. 5% of TPC) (C)	Excess PDF/PMF Charged (B-C)
1	ACEL	May-17	441.84	173.57	39.28%	22.09	151.48
2	SSTL	Jun-17	821.57	286.14	34.83%	41.08	245.06
3	FSEL	Jun-18	1,286.77	131.30	10.20%	64.34	66.96
Total			591.00			127.51	463.49

- Thus, it appears that there is a potential non-compliance of the related party framework with regard to the percentage of the PDF/PMF charged by ITNL to its SPVs.

4.3 Instances indicating potential issues in construction cost incurred by ITNL and its SPVs

Background

- Based on an email dated 04 May 2019, the representatives of ITNL had provided us with a document explaining the process of ITNL from the point of bidding to billing.
- On the review of the document described above, it was noted that post-award of the project and signing of the concession agreement with the Authority, ITNL entered into a development agreement with the SPV for executing the construction activities on behalf of the SPV. Further, ITNL appoints subcontractors to post the bidding process to carry out the construction activities⁴⁹.
- Based on the email dated 17 November 2021, the data provided by the representatives of ITNL pertaining to the details of cost overruns/savings of 23 SPVs as on 31 March 2018.
- Further, it was noted that there were cost overruns in 14 SPVs (out of 26 SPVs/projects covered under our scope) due to excess construction cost amounting to INR 2,776.87 crs. Further, there were cost savings in construction cost in 9 SPVs, amounting to INR 393.24 crs. Data pertaining to cost overruns/savings of the remaining 3 SPVs / projects were not available for our review⁵⁰.
- The below table provides the summary of cost overruns in 15 SPVs amounting to INR 2,737.88 crs due to excess construction cost incurred:

#	Name of SPV	Completion status of the project as on 31 March 2018 (A) (%)	Budgeted Construction Cost (B) (INR in crs)	Proportionate budgeted Construction Cost (C=A*B) (INR in crs)	Actual Construction Cost (D) (INR in crs)	Cost overruns due to Construction Cost (E=D-C) (INR in crs)
1	MBEL	100%	1,709.50	1,709.50	2,178.60	469.10
2	JSEL	100%	598.70	598.70	1,006.46	407.76
3	KSEL	82%	1,605.00	1,316.10	1,714.62	398.52
4	CNTL	100%	2,740.00	2,740.00	3,123.84	383.84
5	PSRDCL	100%	1,140.20	1,140.20	1,484.81	344.61
6	KNCEL	63%	1,948.55	1,227.59	1,555.67	328.08
7	HREL	100%	697.00	697.00	845.30	148.30
8	JRPICL	100%	1,510.50	1,510.50	1,593.49	82.99
9	TRDCL	100%	293.00	293.00	358.30	65.30
10	NKEL	100%	450.00	450.00	492.72	42.72
11	ACEL	10%	2,226.00	222.60	246.69	24.09
12	KSFL	100%	292.00	292.00	313.00	21.00
13	WGEL	100%	190.30	190.30	201.40	11.10

⁴⁹ For detailed process refer to Section 3.3 of the report titled “Process understanding”

⁵⁰ Data pertaining to cost overruns / savings in construction cost incurred by 3 projects viz. CMRL, BHRP and MPSRDC was not considered since these were EPC/Item rate contracts .

#	Name of SPV	Completion status of the project as on 31 March 2018 (A) (%)	Budgeted Construction Cost (B) (INR in crs)	Proportionate budgeted Construction Cost (C=A*B) (INR in crs)	Actual Construction Cost (D) (INR in crs)	Cost overruns due to Construction Cost (E=D-C) (INR in crs)
14	FSEL	58%	1,852.00	1,074.16	1,084.28	10.12
15	GRBDCL	7%	207.00	14.49	14.83	0.34
	Total		17,459.75	13,476.14	16,214.02	2,737.88

- Also, it was noted that the total contract value awarded to subcontractors on the projects under review was INR 24,258.16 crs
- Below is the list of major subcontractors who have been awarded contracts:

#	Name of vendors	Total value of contracts awarded (INR in crs)	% of total contracts awarded (%)
1	GHV (India) Private Limited	2,827.97	11.66%
2	APCO Infratech Private Limited (including JV partners)	2,967.14	12.23%
3	Beigh Construction Company Private Limited (including JV partners)	767.55	3.16%
4	G R Infraprojects Limited	2,001.57	8.25%
5	IL&FS Engineering & Construction Company Limited	2,567.47	10.58%
6	Oriental Structural Engineers Private Limited	1,868.98	7.70%
7	Leighton Contractors India Private Limited	2,627.00	10.83%
8	Montecarlo Limited	646.2	2.66%
9	Ramky Infrastructure Limited	1,120.10	4.62%
10	New India Structures Private Limited	527.75	2.18%
11	Punj Lloyd Limited	574.59	2.37%
12	Roadway Solution Private Limited	350.79	1.45%
13	Others	5,411.04	22.31%
	Total construction cost of the contracts under review	24,258.16	100.00%

Potential irregularities noted in dealings with GHV India Private Limited

- We had highlighted multiple anomalies in relation to the close nexus of the then KMPs of IL&FS group and dealings with GHV India Private Limited ('GIPL') in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 202 for detailed observations).
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.

Date	Sender	Receiver	Particulars
19 August 2016	Mukund Sapre	SC Mittal, K R Khan, Ajay Menon, Prashant Agarwal	<p>It was noted that then representatives of ITNL had to release the payment of INR 5 crs with the intent of routing the said funds through the GIPL (vendor) for the FSEL project.</p> <p>However, the fact was raised by Hiren Gor that GHV had not issued any RA Bill or sought the Mobilisation Advance for the FSEL Project.</p> <p>Upon this, it was suggested by Mukund Sapre to "Create Some Items" in new contracts to justify the payment made to the contractor.</p>

- **Responses from the representatives of the company:**

No comments

GT Assessment:

- The representatives of ITNL have not provided any responses on the said observation and hence our assessment remains unchanged.

4.3.1 Potential anomalies in advances extended to GIPL in the KNCEL project

Background and Observation

- ITNL vide agreement dated 01 August 2013 had subcontracted a contract worth INR 219 crs to GHV (India) Private Limited ('GIPL') for the KNCEL project.
- During our review, we had identified an email dated 07 July 2014, which was sent by Ashutosh Chandwar (ITNL) to SC Mittal (ITNL) wherein it was discussed that:
 - In December 2013, bills raised by GIPL amounting to INR 25 crs were accounted in the books of ITNL in order to attain 10% financial progress in the KNCEL project.
 - GIPL would complete the work corresponding to the above-mentioned bills in the next 4-6 months, for which the invoices were already raised to ITNL.
 - GIPL would recognise bills raised on ITNL as an income in its books of accounts. Further, GIPL would, in turn, arrange bills from its vendors and record them as expenses to avoid paying taxes on the profit. The vendors would charge 2%-3% of the bill amount as commission and repay the funds in cash to GIPL.
 - Further, GIPL would charge price escalation to ITNL for the work performed in 4-6 months since the bills were already booked by ITNL, but the work was executed later.
 - Accordingly, GIPL had requested 10% of the INR 25 crs as compensation for incurring the above expenses and forgoing the price escalation.
 - Ashutosh had further stated that since the beginning of the project, there were quality issues in work executed by GIPL.
- Based on the review of the monthly progress report of KNCEL, it was noted that the project had physical progress of 0.30% for the month of December 2013 with the financial progress of INR 5.41 crs.
- Based on the review of the agreements dated 18 January 2017 and 24 April 2017, it was noted that ITNL had awarded contracts worth INR 1,598.48 crs and INR 68.56 crs respectively to GIPL for the FSEL and GRBDCL projects.
- Thus, based on the details mentioned above, it appears that:
 - ITNL had potentially recorded invoices/expenses of GIPL even though actual work had not been carried out at the project site to show project progress.
 - GIPL had charged compensation for supporting ITNL in designing the above scheme.

- ITNL had awarded contracts worth INR 1,667.04 crs (INR 1,598.48 crs + INR 68.56 crs) to GIPL even after knowing that there were quality issues in the previous projects executed by GIPL.

- **Responses from the representatives of the company:**

This was done at the instructions of senior management (MD and ED). GIPL was one of the contractor, who had completed the works in time for previous projects, hence based on the past performance, the contractor was awarded additional projects.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. The observation highlights that mail communications indicates that actual work was not performed, yet payments were made to GIPL who was aware of the said arrangement and had charged compensation. The mail communication also indicates that there were quality issues in work executed by GIPL.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had recorded invoices of GIPL even though work was not carried out and had charged compensation for the said arrangement.

Potential irregularities noted in dealings with IL&FS Engineering and Construction Company Limited

- We had highlighted multiple anomalies in relation to the close nexus of the then KMPs of IL&FS group and dealings with IL&FS Engineering and Construction Company Limited ('IECCL') in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 305 for detailed observations).
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.

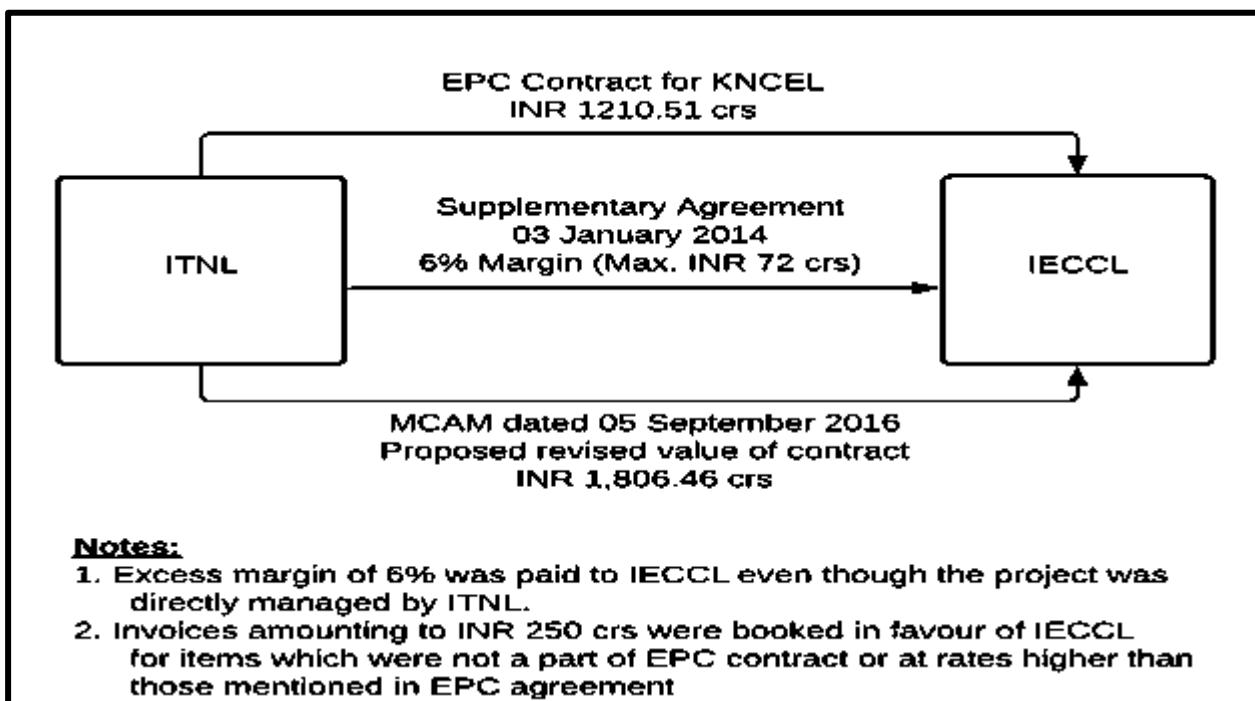
Date	Sender	Receiver	Particulars
28 September 2017	Vaibhav.Saraf	Shankar Lokapure	<p>It was observed that the mobilisation advance of INR 28 crs received from ITNL by IECCL was to be utilised to pay interest on the loan taken from ITNL to the extent of INR 6.69 crs (net of interest).</p> <p>Responses from the representatives of the company: <i>This pertains to IECCL</i></p>
10 November 2017	Nagaraj B N	S K Srivastava	<p>It was observed that IECCL sub-contracted the same scope of work for INR 272.50 crs to SIEPL, which IECCL had taken for INR 293.89 crs from ITNL for ACEL Project, thereby earning a margin of INR 19 crs (i.e. 7.28%)</p> <p>Responses from the representatives of the company: <i>This pertains to IECCL.</i></p>
07 February 2012	Mukund Sapre	M D Khattar	<p>It was noted that ITNL had entered into an EPC contract with IECCL in relation to the PSRDCL project in order to potentially assist IECCL in booking profits.</p> <p>Further, it was estimated that IECCL would be able to achieve a profit margin of 5%, amounting to INR 39.94 crs through the said arrangement. It was also noted that the PSRDCL project would be directly administered and managed by ITNL, and payments to subcontractors appointed by IECCL would be directly made through the escrow account.</p> <p>Responses from the representatives of the company: <i>Since the project was delayed due to NHAI's event of default, IECCL was planning to take its resources back due to losses incurred. Hence, ITNL ED suggested to get the works executed by ITNL with IECCL resources so as to complete the project in time and IECCL would get some profit without incurring losses. This was done on the basis of decision taken by the Senior Management.</i></p> <p>GT Comments on the responses provided by the representatives of the company:</p> <p>Considering the responses provided by the representatives of ITNL, it can be noted that ITNL has</p>

Date	Sender	Receiver	Particulars
			paid a profit margin of 5% to IECCL based on the decision of senior management.

4.3.2 Potential anomalies in contracts awarded to IECCL for KNCEL project

Background

- During our review, we noted an agreement dated 06 September 2013 between ITNL and IL&FS Engineering and Construction Company Limited ('IECCL') through which ITNL had subcontracted EPC works relating to the KNCEL project amounting to INR 1,210.51 crs.
- Further, we identified a supplementary agreement between ITNL and IECCL dated 03 January 2014 wherein it was noted that IECCL would work under the instructions of ITNL and ITNL would pay a margin of 6% to IECCL subject to a maximum of INR 72 crs.
- Diagrammatic presentation of anomalies noted:



Observation

- We identified an email dated 01 February 2014 sent by MD Khattar (Managing Director at IECCL) to Mukund Sapre (ITNL) wherein it was mentioned that IECCL would record revenue on the KNCEL project even though all activities were performed by ITNL. The same was later confirmed by Mukund Sapre (ITNL) that documentation would be done in such a way that revenue is recognised in the books of IECCL.
- Further, we identified an email dated 29 August 2016 sent by Dilip Bhatia (ITNL) to Ashutosh Chandwar (ITNL) wherein it was mentioned that IECCL had raised invoices worth more than INR

250 crs for items that were not a part of the EPC contract or in excess of the rates specified in the agreement. In an email dated 30 August 2016 sent by Dilip Bhatia (ITNL) to Mukund Sapre (ITNL), it was mentioned that recognising such invoices containing items that are not part of the EPC contract is a control lapse and further necessary documentation has to be done in relation to the same. Further, in an email dated 30 August 2016, Karunakaran Ramchand (ITNL) mentions that the project's cost overruns are due to mismanagement of the ITNL project team.

- During our review of the Management Committee Approval Memorandum ('MCAM') dated 05 September 2016, it was noted that the cost of the said project had increased due to major variations in the cost of package awarded to IECCL and hence, it was proposed to revise the value of IECCL contract to INR 1,806.46 crs from INR 1210.51 crs.
- Thus, based on the above-mentioned details, it appears that
 - Potential excess payments were made by ITNL to IECCL in the form of margin to assist IECCL to record revenue in its books of accounts even when the KNCEL project was being directly managed by ITNL.
 - ITNL had potentially recorded excess bills from IECCL of INR 250 crs for items that did not form a part of the EPC agreement.
- Further, based on an email dated 17 July 2020, we requested the relevant supporting documentation and other information from the representatives of the ITNL to ascertain the basis of the amendment in the existing MCAM by the ITNL for the KNCEL project. However, to date, we have not received any documents or clarifications for the same.
- **Responses from the representatives of the company:**

Paying a margin to IECCL for KNCEL project was a decision of MD and ED

Due to handing over of land in bits & pieces, progress of IECCL was not satisfactory. Hence, ITNL had taken over the control of the project with usage of resources i.e. manpower, machinery & material etc. Hence the management of the resources was done by IEECL and also the taxation on the work done was borne by IECCL. Hence, to compensate IECCL due to the taxation & other overheads, a notional margin of 6% was provided to IEECL. As per the standard data book of MoRTH, generally for a road project, 10% margin & 8-10% overheads are permitted.

Based on the review of the available documents (Management Committee Approval Memo No. 32A), the reasons for such cost of Rs. 250 Cr. for items that were not part of the EPC contract could be attributable to various items replaced from BOQ items considering the changes in the design. Further, following reasons were already stated in the management committee approval memo.

Contract was awarded based on samples surveys at pre-bid stage while execution was carried out based on actual ground conditions ascertained during detailed geotechnical investigations. The

project involved 5 Tunnels and there was no mechanism to exactly predict the geology which resulted in variation in quantities. Similar was the case for Bridge foundations. As an example given, was of the change in concrete grade or change in soft/hard rock quantities in tunnel excavation. These became non BOQ items (not part of the EPC Contract), but in best engineering sense it was replacement of BOQ item.

During detailed design stage it was noted that 5 number of major bridges required deep pile foundation instead of open foundation which was not anticipated during pre-bid; hill to be excavated for construction of road in Greenfield alignment consisted of loose soil mass as against expectation of soft/hard rock; and the rock mass encountered during tunneling was of poorer class than estimated. The variation in Geology necessitated the huge protection work in cut & fill section. As a result there was huge variation in quantities of many items/introduction of new items and consequently the cost to construction of the project had increased. Due to the major changes in the design and BOQ of contractors, the specialised works (such as high bridges, high protection) was being executed either through IECCL as it was also under the control of ITNL or directly from ITNL.

No separate billing was made by IECCL towards salaries to staff.

GT Comments on the responses provided by the representatives of the company:

- As per the representatives of ITNL, it can be noted that ITNL has paid margin to IECCL based on the decision of senior management. No supporting documents were provided to justify the response provided by the representatives of ITNL in regards to excess bills recorded of INR 250 crs which were not forming a part of the EPC agreement. ITNL had charged a total of INR 234.52 crs as PDF/PMF for providing pre-bid and post-bid services, which include services undertaken for geotechnical works.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had paid margin to IECCL as well as ITNL had potentially recorded excess bills from IECCL of INR 250 crs.

Potential irregularities noted in dealings with Ramky Infrastructure Limited

- We had highlighted multiple anomalies in relation to the close nexus of the then KMPs of IL&FS group and dealings with Ramky Infrastructure Limited ('RIL') in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 365 for detailed observations).
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.

4.3.3 Potential financial assistance provided to RIL

Background and Observation

- Narketpally-Addanki-Medarametla Expressway Limited ('NAMEL') is an SPV of ITNL sponsored by ITNL and RIL in the ratio of 50:50, which was awarded a BOT project to construct the road in the state of Andhra Pradesh. It was noted that RIL was also one of the subcontractors of the NAMEL project.
- During our review, we had identified an email dated 07 November 2012, which was sent by VB Katti (Vice President at ITNL) to Harish Mathur (Former Technical Director at ITNL) where it was noted that:
 - RIL had requested monetary assistance;
 - There were constraints due to lack of materials, and there was no progress on the project site due to the same.
 - Excess bills of INR 110 crs of RIL were recorded in the books of ITNL till October 2012 and were required to be settled/adjusted at the earliest.
 - A grant from the Government of India was supposed to be received in escrow accounts, and there were discussions between KR Khan (Senior Vice President at ITNL), Narayanan Doraiswamy (Vice President at ITNL) and Ajay Menon (Vice President at ITNL), to transfer full/part of the funds to RIL.
 - VB Katti (ITNL) had requested Harish Mathur (ITNL) to ensure that the funds provided by ITNL to RIL were utilized towards the project.
- Further, during the review of KR Khan (ITNL) user files, we identified a spreadsheet titled 'NAMEL' that contained the billing details pertaining to the NAMEL project. Based on the review of the spreadsheet, it was noted that-

- RIL had raised bills of INR 541.09 crs, whereas the actual value of the bills corresponding to the project progress was only INR 448.45 crs.
- ITNL made upfront payments to RIL against the bills raised for the month of December 2012, which were still pending certification.

Data pertaining to the upfront payments made by ITNL to RIL against the bills raised for the month of December 2012 for the JSEL project were not made available for our review.

- Thus, based on the above details, it appears that-

- ITNL had provided potential financial assistance to RIL by recording excess bills/expenses of INR 110 crs till October 2012. Further, the representatives of ITNL were aware of the financial assistance provided to RIL by recording excess bills.
- Excess bills of INR 92.64 crs (INR 541.09 crs – INR 448.45 crs) were raised by RIL, which were recorded by ITNL as on 31 December 2012 even though the corresponding work was not being carried out at the project site to potentially support RIL in achieving higher turnover for December 2012 quarter.

- **Responses from the representatives of the company:**

There were email exchanges between V.B.Katti and Narayan Doraiswamy and copied to Ajay Menon, K.R.Khan, Harish Mathur, Swapnil Bhalekar, George Cherian, Satish Suvarna, Chandrakant Jagasia on 30.11.2012 regarding distribution of grant from Govt. of India.

To maintain the progress of the project, payments were made by the project team to the contractor based on the certified work done + the work in progress. However, after taking charge by Mr Khan as Regional Head, he had asked for the reconciliation and referred user file might be the one received from the site and therefore the difference amount had been adjusted subsequently.

As per email dated 07.01.2013 from K.R.Khan to M.B.Bajulge (CCU Head, ITNL), a mail from the project site was forwarded to M.B.Bajulge reporting that an amount of Rs. 4.32 Cr. was overpaid to RIL in NAMEL as per the status as on 31.12.2012. This was later on found to be discrepancy in certified and uncertified works and later on adjusted in subsequent payments.

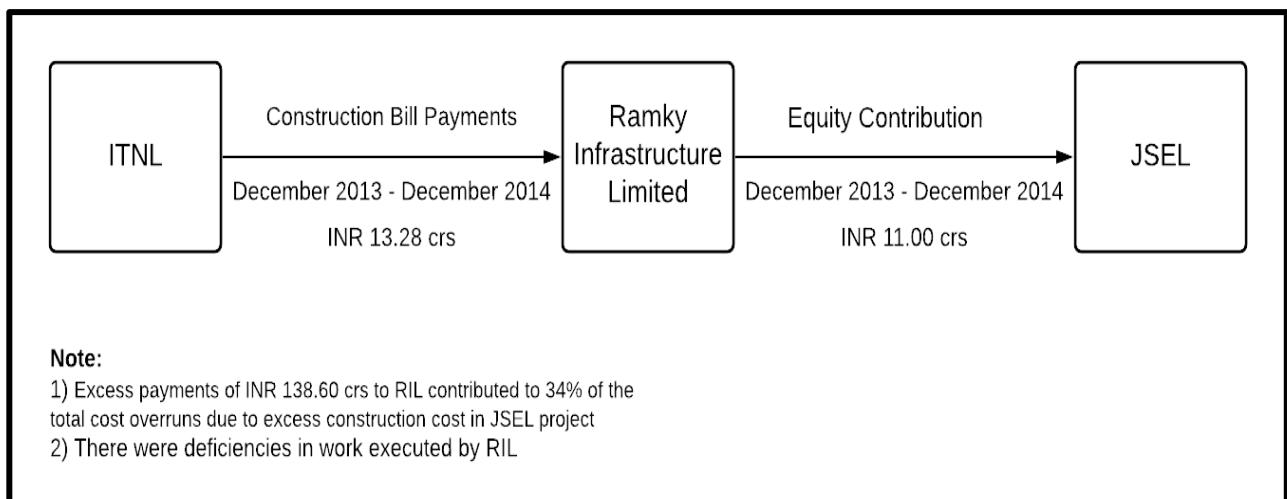
GT Assessment:

- No supporting documents were provided to justify the response provided by the representatives of ITNL in regards to the reconciliation made. Thus, our assessment remains unchanged that ITNL had provided RIL financial assistance by recording excess bills amounting to INR 202.64 crs (INR 110 crs + INR 92.64 crs).

4.3.4 Potential anomalies noted in the contracts awarded by ITNL to RIL in the JSEL project

Background

- JSEL is an SPV of ITNL sponsored by ITNL and RIL in the ratio of 50:50, which was awarded a BOT project to construct the road in the states of Assam and Meghalaya.
- ITNL vide agreement dated 11 January 2011 had sub-contracted Engineering, procurement, and construction ('EPC') works worth INR 550 crs to RIL for the JSEL project.
- Diagrammatic presentation of potential anomalies identified:



Observation

Financial assistance provided by ITNL to RIL to make equity infusion in JSEL

- During our review, we identified an email dated 25 July 2013, which was sent by Sanjay Minglani (Senior Vice President at ITNL) to Mukund Sare (ITNL), wherein it was mentioned that
 - ITNL had made excess payments of INR 47 crs to RIL compared to the actual work done for the JSEL project.
 - ITNL had assured a cost escalation of INR 80 crs to RIL.
- Further, in the trail mail, Sanjay Minglani (ITNL) stated that Vijay Kini (ITNL) confirmed the excess amount of INR 47 crs did not form part of the agreement with RIL, and a breakup of the same was provided in said mail.
- Based on the review of the said breakup, it was noted that the ITNL had paid INR 5 crs to RIL to support the equity contribution from RIL to JSEL.
- Further, we identified an email dated 30 June 2016 sent by Mukund Sare (ITNL) to Ayodhya Rami Reddy (Chairman of RIL) wherein it was discussed that ITNL on behalf of RIL had infused equity

contribution of INR 5 crs in JSEL, and the said funds were transferred to RIL from the joint bank accounts of JSEL without informing ITNL.

- Based on the review of books of accounts of JSEL, it was noted that RIL had made an equity contribution of INR 11 crs in JSEL during the period December 2013 to December 2014.
- Further, on the review of the bank statements of ITNL and JSEL, it was noted that ITNL had made payments to RIL against construction bills at or about the time when RIL had made equity investments in JSEL. The below table provides details of the same:

#	Date of RIL's equity contribution in JSEL	Amount of equity contribution (INR in crs)	Date on which ITNL had made payments to RIL (construction contract)	Amount of ITNL's construction bill payment to RIL (INR in crs)
1	23 December 2013	3.00	24 December 2013	3.05
2	24 January 2014	2.00	23 January 2014	4.23
3	25 February 2014	3.00	25 February 2014	3.00
4	22 May 2014	2.00	21 May 2014	2.00
5	28 October 2014	0.50	27 October 2014	0.50
6	11 December 2014	0.50	11 December 2014	0.50
Total		11.00	Total	13.28

Excess payments made to RIL

- Based on the review of the letter dated 19 August 2013 sent by RIL to ITNL, it was noted that as per meeting dated 13 August 2013 held between the representatives of RIL and ITNL, RIL would handover the project at the existing stage to ITNL and would not continue further as a subcontractor on JSEL project.
- Further, based on the review of monthly progress reports, the JSEL project had a completion status of 49.95% till August 2013.
- Based on the above, it was noted that the proportionate cost of the amount agreed to be paid to RIL till August 2013 was INR 274.73 crs (i.e. 49.95% * INR 550 crs, i.e. amount agreed as per EPC dated 11 January 2011). Further, based on the review of the data provided to us by the representative of ITNL pertaining to details with regard to project-wise actual work performed by the subcontractors, it was noted that ITNL had incurred a cost of INR 413.33 crs against the work done by RIL on the JSEL project. Based on the same, it was noted that there were cost overruns of INR 138.60 crs due to excess payments to RIL.
- As of 31 March 2018, JSEL had cost overruns of INR 407.76 crs due to excess construction costs. It was noted that excess payments of INR 138.60 crs to RIL contributed to 34% of the total cost overruns due to excess construction costs.

Potential anomalies in work executed by RIL

- During our review, we identified an email dated 04 June 2012, which was sent by Virindra Raina (Employee of IL&FS) to VB Katti (ITNL), Virinder Kaul (Chief Operating Officer of RIL), Divakar Thakur (Associate Vice President at RIL), and others where he had highlighted:
 - Deficiencies in design and construction work carried out by RIL and other issues in work executed by RIL.
 - The deficiencies pointed out by Virindra Raina (IL&FS) were not rectified even after highlighting the same multiple times.
- Thus, based on the above-stated details, it appears that-
 - ITNL had potentially made excess payments of INR 47 crs to RIL for the work, which was not forming part of the EPC agreement for the JSEL project, and in actual the said work was not performed at the project site.
 - The equity infusion of INR 5 crs made by RIL in JSEL was funded by ITNL, and the same was transferred back by JSEL to RIL.
 - It is unusual that RIL had made equity infusion in JSEL on or around the same day when ITNL had made payments to RIL against construction bills from December 2013 to December 2014.
 - Excess payments of INR 138.60 crs to RIL contributed to 34% of the total cost overruns of INR 407.76 crs due to excess construction costs.
 - There were potential quality issues in work performed by RIL.

- **Responses from the representatives of the company:**

As per mail from Regional Head, the amount was paid to RIL/ YFC was an advance against the BG, which was recovered later. Also there were some works which were undertaken directly by ITNL through local vendors and the amount was paid to the vendors. RIL was in financial crunch and was not able to infuse the equity and the same was badly hampering the project. Hence, to keep the project work moving, ITNL had provided such additional help and all the advances provided had been recovered. There were few quality issues and the same were pointed out by ITNL representative. However, the same were rectified later and the company received the final completion certificate.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by representatives of ITNL are in line with the observations highlighted above. As per the email correspondences, ITNL had made excess payments of INR 47 crs to RIL

when compared to the actual work performed. ITNL has provided financial support to RIL in order to infuse equity in the JSEL project.

GT Assessment:

- Thus, our assessment remains unchanged with regard to ITNL providing financial assistance as well as making an excess payment to RIL, and there were quality issues in work performed by RIL.

Potential anomalies were noted with regard to other subcontractors

4.3.5 Potential instances of dummy contracts in Warora Chandrapur Ballarpur Toll project

Background and Observation

- Warora Chandrapur Ballarpur Toll Road Limited ('WCBTRL') is SPV promoted by ITNL, Vishvaraj Infrastructure Limited ('VIL'), and Diva Media Private Limited. A concession agreement dated 18 March 2010 was entered between WCBTRL and NHAI for 30 years to develop the road in the state of Maharashtra. The project cost of WCBTRL was INR 687.62 crs as per the PIM dated December 2010.
- During our review of Vijay Kini's (ITNL) user files, we had identified a document that contained details and draft representation for the Income Tax Authorities in the matter pertaining to the Vishvaraj Group, which also involved WCBTRL.
- Based on the review of the said document, it was noted that the Assessing Officer ('AO') of the Income Tax Authority had conducted search and seizure activity u/s. 132 of the Income Tax Act, 1961 on the Vishvaraj Group and WCBTRL. The facts of the case were as follows:
 - The AO had alleged that the value of contracts entered by WCBTRL with various entities, including VIL and ITNL, was inflated by INR 180 to INR 225 crs.
 - Arun Lakhani (Chairman and Managing Director of Vishvaraj Group) had disclosed an additional income of INR 25 crs on behalf of various entities under Vishvaraj Group, which was not disclosed in the books of accounts for various years to cover up previous mistakes or omissions.
 - The contract awarded by ITNL to VIL was increased by INR 171 crs to adjust the equity contribution and expenses.
 - The AO had then concluded that contracts of INR 162.14 crs were bogus, and there was no execution of work. Further, many sub-contractors of VIL could not be found, or sub-contractors had agreed that they did not execute work.
 - There were discussions about booking additional undisclosed income to pay the pending income tax to the authorities.

- Further, based on the review of the draft representation made to the income tax authorities, it was noted that:
 - Dummy contracts were awarded by WCBTRL where the parties played the following roles:
 - WCBTRL – Inflated the value of contracts to enable the contribution of share capital from VIL.
 - VIL – The funds received from WCBTRL in inflated contracts were introduced as share capital in WCBTRL.
 - VIL had introduced share capital in WCBTRL through multiple shell companies based out in Kolkata, India. It was also stated that the source of said funds was the inflated value of contracts.
 - The project cost was inflated by INR 127.32 crs by recording dummy/illusory contracts.
- Thus, based on the above-mentioned details, it appears that-
 - The equity contribution of VIL in WCBTRL was funded through shell companies to whom excess payments of INR 127.32 crs were made by recording potentially dummy contracts in the books of WCBTRL.
 - The actual project cost of WCBTRL was inflated due to excess payments of INR 127.32 crs.

- **Responses from the representatives of the company:**

The issue was in relation to the equity infused by VIL and ITNL had no role to play in the equity contribution of VIL. ITNL was a minority partner in the project and had no management control / involvement.

GT Comments on the responses provided by the representatives of the company:

- As ITNL was a minority shareholder in the project, ITNL was indirectly impacted by the increase in cost by INR 127.32 crs due to the recording of dummy contracts.

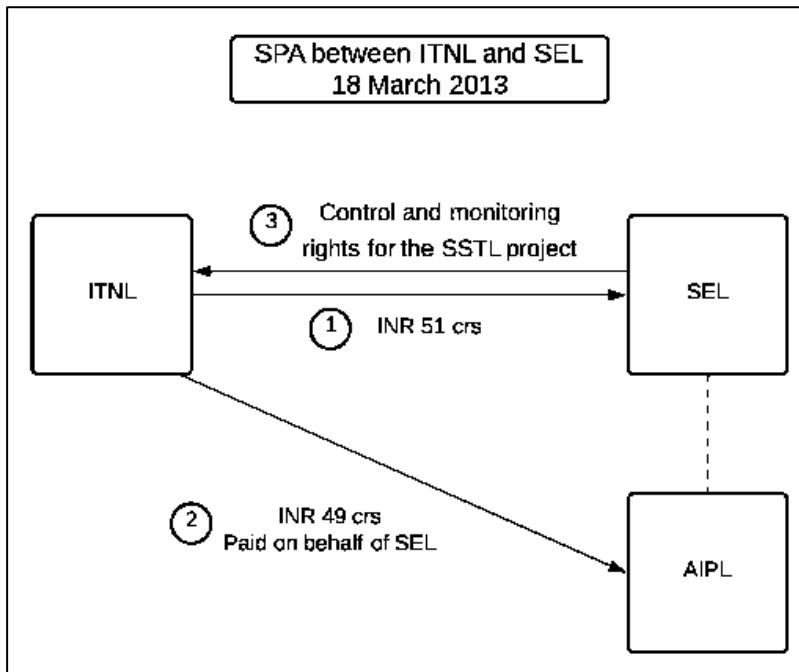
GT Assessment:

- Thus, our assessment remains unchanged that potentially dummy contracts were issued to assist VIL in funding its equity contribution, and hence the cost of the project was increased by INR 127.32 crs.

4.3.6 Potential excess payments to Soma Enterprise Limited by ITNL in SSTL project

Background and Observation

- Diagrammatic presentation of potential anomalies identified:



- NHAI vide Letter of Award ('LoA') dated 12 March 2013 had awarded the contract for construction, operation, and maintenance of Z-Morph Tunnel to Soma Enterprise Limited ('SEL').
- Based on the review of the Share Purchase Agreement ('SPA') dated 18 March 2013 between ITNL and SEL, it was noted that-
 - SEL was desirous of admitting a JV partner and hence offered the equity shareholding in SSTL to ITNL.
 - ITNL would subscribe 14.50% equity stake in SSTL.
 - SEL had levied a premium of INR 100 crs on ITNL for granting control and monitoring rights for the SSTL project.
 - It was also noted that ITNL would acquire an additional 34.50% equity stake in SSTL at a later stage after requisite approvals from NHAI.
- It was also noted that ITNL was supposed to pay INR 100 crs as a premium to SEL before 31 March 2013 against the transfer of all rights of the SSTL project by SEL to ITNL. The said amount was to be paid by ITNL in two tranches of INR 50 crs each. Based on the review of bank statements of ITNL, it was noted that ITNL paid INR 50 crs on 23 March 2013 to SEL.

- However, for the balance INR 50 crs payable to SEL, we identified a letter sent by SEL to ITNL dated 28 March 2013 wherein it was mentioned that ITNL had to pay INR 49 crs on behalf of SEL to Airspace Infrastructure Private Limited ('AIPL') (one of the companies of Ahuja Group) as an advance for its business transactions.
- Based on the review of the bank statements of ITNL, it was noted that ITNL had made payments of INR 49 crs and INR 1 cr to AIPL and SEL, respectively, on 28 March 2013.
- It was also noted that the appointed date (start date) of SSTL as declared by the authority was 01 May 2015. Further, as of 31 March 2018, SSTL had a completion status of only 18%.
- Thus, based on the above-stated details, it appears that-
 - The payment of INR 100 crs to SEL as a premium for transferring the rights of the SSTL project was made in March 2013, even before the date of the start of the project on 01 May 2015.
 - The SSTL project had achieved a completion status of only 18% from 01 May 2015 to 31 March 2018, i.e. in a time span of approx. 3 years.
- We were not provided with relevant supporting documentation to ascertain the basis for paying a premium of INR 100 crs to SEL for the SSTL project.
- **Responses from the representatives of the company:**

The basis for payment of Rs 100 Cr premium was a business call taken between the buyer (ITNL) & seller (SOMA) and based on the negotiation between Management of ITNL & Soma, the amount must had been arrived. The COD approval for the same is already shared. The project was delayed due to the unrest in J&K state. Moreover, the project site the available to work only for 8-9 months in a year. Please also note that for a tunnel project, the initial activities like preparation of portal & commencement of the tunnel excavation is critical and time consuming and the work peaks once the initial ground works are done.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged that the premium was paid before the start of the project and there was insignificant progress in the project even after a span of approximately three years.

Potential anomalies identified in the bidding process and contracts awarded to subcontractors

- We had highlighted multiple anomalies identified in relation to the potential close nexus of vendors with the then KMPs of IL&FS group and anomalies noted in dealings with them in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer Page 202 for detailed observations).
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.

4.3.7 Potential anomalies in the bidding process for the ACEL project

Background and Observation

- Amravati Chikhli Expressway Limited ('ACEL') is one of the SPVs of ITNL that was awarded a BOT project for developing a four-lane highway in the state of Maharashtra.
- Based on the review of the work orders issued by ITNL for the ACEL project, the following was noted:

#	Particulars	Number of work orders	Amount (INR in crs)
1	Supporting documentation provided for our review	12	33.00
2	Supporting documentation was not provided for our review	23	150.00
	Work orders requested for our review	35	183.00

- Further, based on a review of the supporting documentation of the work orders, we noted instances of potential conflicts of interest between the bidders participating in the bid process. The details are provided below:
- The contract for shifting of water supply lines worth INR 7.60 crs was awarded to M/s. Gopichand Panjwani:
 - **Bidders:** M/s. Gopichand Panjwani; M/s. AP Saste Construction Company; and M/s. Ashish Contractor and Engineer.
 - **Bid awarded to** M/s. Gopichand Panjwani
 - Details of the work order awarded: A work order of INR 7.60 crs was awarded to M/s. Gopichand Panjwani (FY 2016-17: INR 5.25 crs and FY 2017-18: INR 2.35 crs). The work order worth INR 2.35 crs was approved by KR Khan (ITNL) vide email dated 15

December 2017. We were not provided with approvals pertaining to the work order of INR 5.25 crs awarded in FY 2016-17.

- **Finding:** It was noted that M/s. Gopichand Panjwani and M/s. Ashish Contractor and Engineer shared the same contact number. Based on public domain searches, it was noted that the said contact number was identified as 'Ashish Panjwani'. The email ID is mentioned on the letterhead of M/s. Ashish Contractor and Engineer was 'panjwani.ashish@gmail.com'. It appears that both M/s. Gopichand Panjwani and M/s. Ashish Contractor and Engineer appear to be owned and managed by Ashish Panjwani. Thus, it seems that out of 3 bidders, 2 bidders were potentially connected, indicating lapses in the bidding process.
- **Responses from the representatives of the company:**

The 3 quotation received were from different vendors. And there looked no interconnection between them as per the quotations. As per set procedure quotations were invited from local vendors with experience of working with the concerned department. Further details like PAN card, Bank details etc. (which are more unique identity trackers) were collected from the short listed vendor only. The responsibility of verification of unsuccessful bidders was not covered nor required by the company. The successful bidder would be the one who had quoted the least price. Further the work was awarded to the successful bidder if he submitted his documents like PAN etc. Only such submitted documents by only the successful bidder were considered for taxation.

GT Assessment:

- The representatives of ITNL have not commented on the fact that two out of three bidders shared the same contact numbers, which appear to be managed by the same person. Thus, our assessment remains unchanged that out of three bidders, two bidders were potentially connected, indicating lapses in the bidding process.
- The contract for shifting of water supply lines worth INR 0.68 crs was awarded to M/s. Shilansh Corporation:
 - **Bidders:** M/s. Shilansh Corporation; M/s. Real Tech Engineers; and M/s. Akshay Pote.
 - **Bid awarded to:** M/s. Shilansh Corporation
 - Details of the work order awarded: A work order of INR 0.68 crs was awarded during FY 2018-19. The work order worth INR 0.68 crs was approved by KR Khan (ITNL) vide email dated 18 June 2018.

- **Finding:** It was noted that the bids submitted by M/s Shilansh Corporation and M/s Real Tech Engineers were signed by TS Laddha and SS Laddha, respectively. It was also noted that both M/s Shilansh Corporation and M/s Real Tech Engineers belong to the city of Amravati. Thus, it appears that out of 3 bidders, 2 bidders might be potentially connected.
- **Responses from the representatives of the company:**

These works were not a part of the main highway construction. These were additional works like obstructions which needed to be done/cleared to generate work fronts for the main works under the supervision of local bodies and departments. Hence vendors having such local experience and good repo with the local departments were scouted.

GT Assessment:

- The representatives of ITNL have not commented on the fact that bids submitted by two vendors were signed by TS Laddha and SS Laddha, which indicates that the said bidders may be potentially connected. Thus, our assessment remains unchanged.
- The contract for construction wall, kitchen room, toilet unit, and school building amounting to INR 0.82 crs:

Bidders: M/s. Amit Wasnik; M/s. Deepak Degole; and Vansh Infrastructure Private Limited ('VIPL').

- **Bid awarded to:** M/s. Amit Wasnik
- Details of the work order awarded: A work order of INR 0.82 crs was awarded during FY 2017-18. The work order worth INR 0.82 crs was approved by KR Khan (ITNL) vide email dated 22 March 2018.
- **Finding:** It was noted that Amit Wasnik, proprietor of M/s Amit Wasnik, has also been a director of VIPL since the inception of the company. Based on public domain searches, it was noted that contact numbers mentioned in the quotations received from M/s Deepak Degole and VIPL were identified as 'Samrat Madame. Thus, it appears that all three bidders who had participated in the bidding process were potentially connected. Thus, based on the above-mentioned details, it appears that-
- There were potential lapses in the bidding process carried out by ITNL for the ACEL project to award contracts of INR 9.10 crs (INR 7.60 crs + INR 0.68 crs + INR 0.82 crs) to the vendors as there was a potential conflict of interest between 2 or more vendors who were participating in each bid.

- **Responses from the representatives of the company:**

As mentioned above, the investigation of bidders was not in the scope of the company. Unless any point becomes very obvious and attracts enquiry/scrutiny. Only the L-1 bidder invited the attention of the company. The 2 agencies being in the same locality as per the address on their letter head was a flag. But was not as prominent as this being a small town. As mentioned above, further documents were called for from only the agency which had quoted the least price.

GT Assessment:

- The representatives of ITNL have not commented on the fact that two out of three bidders shared same contact numbers, which appear to be managed by the same person. Thus, our assessment remains unchanged that all the three bidders were potentially connected, indicating lapses in the bidding process.

4.3.8 Potential anomalies in contracts awarded to YFC Projects Private Limited and NKC Projects Private Limited for JSEL project

Background and Observation

- October 2009:
 - Based on the review of Approval Memorandum of Committee of Directors of ITNL dated 09 October 2009, prepared before the submission of a bid to NHAI, it was noted that ITNL had executed a pre-bid arrangement with RIL. It was mentioned that ITNL and RIL should jointly bid for the project, and the construction works shall be undertaken either jointly by ITNL and RIL or individually by RIL.
 - ITNL vide agreement dated 11 January 2011 had awarded a contract worth INR 550 crs to Ramky Infrastructure Limited ('RIL') as a sub-contractor for the JSEL project.
 - Thus, it appears that ITNL had awarded a contract of INR 550 crs to RIL without conducting a bidding process.
- July 2013:
 - ITNL, vide its letter of termination dated 15 July 2013, had terminated the contract awarded to YFC Projects Private Limited ('YFC') pertaining to the construction of MP Border Checkposts Development Company Limited ('MPBCDCL') Project. The contract was terminated on the grounds that the quality of work executed by YFC and non-compliance with the terms of the contract.
- August 2013:
 - Based on the review of the letter dated 19 August 2013 sent by RIL to ITNL, it was noted that the contract with RIL was terminated. Further, RIL would hand over the project at the existing stage to ITNL and would not continue further as a subcontractor on the JSEL project.
 - Later, ITNL vide agreements dated 26 August 2013 had awarded the balance work of JSEL project to NKC Projects Private Limited ('NKC') and YFC Projects Private Limited ('YFC') at INR 119.89 crs and 133.51 crs, respectively. However, we were not provided with the management approvals and KYC details related to the selection of YFC and NKC as subcontractors for the JSEL project.
- The below table mentions the summary of financial statements of NKC and YFC for FY 2012-13 and FY 2013-14; the details are given as below were noted (INR in crs):

#	Particulars	NKC		YFC	
		FY 2012-13	FY 2013-14	FY 2012-13	FY 2013-14
1	Total Assets	235.84	264.66	140.19	149.91
2	Net Worth	40.86	49.93	34.89	38.88
3	Revenue from operations	204.72	271.50	158.85	160.17

- It can be noted from the above table that the NKC had a net worth of only INR 40.86 crs in FY 2012-13 and was awarded a contract worth INR 119.89 crs, i.e. almost 3 times the net worth. Similarly, YFC, whose net worth was INR 34.89 crs in FY 2012-13, was awarded a contract of 133.51 crs, i.e. almost 4 times the net worth.
- April 2015:
 - Based on public domain searches, we identified a media article dated 18 April 2015, where it was mentioned that a First Information Report was filed before the Central Bureau of Investigation ('CBI') alleging that ITNL had awarded contracts to inexperienced companies such as YFC and NKC and that no adequate procedures were carried out before awarding contracts to these companies.
- November 2017:
 - Based on public domain searches, we identified a media article dated 03 November 2017, where it was mentioned that NHAI had terminated the contracts of several companies since 2014 due to faulty bidding of Public-Private Partnership ('PPP') and Engineering Procurement Construction ('EPC') projects. It was noted that NKC was barred from participating in PPP and EPC projects bids until January 2020 and January 2019, respectively.
- Thus, based on the above-stated details, it appears that–
 - ITNL had terminated the contract with YFC in July 2013 on the grounds of quality issues and poor performance at the MPBCDL project, yet in the next month, August 2013, another contract worth INR 133.51 crs was awarded to YFC for the execution of the JSEL Project.
 - YFC and NKC were awarded contracts of INR 253.40 crs by ITNL without conducting a bidding process.
 - Further, NKC was also barred by NHAI in November 2017 from undertaking new projects due to involvement in the faulty bidding process of PPP and EPC projects.
- We were not provided with the management approvals and KYC documents in relation to the selection of the subcontractors YFC and NKC for the JSEL project. As per the email dated 14 July 2020 sent by the representatives of ITNL, it was noted that the ITNL team was unable to locate the management approvals for the same.

Responses from the representatives of the company:

Net worth criteria was not the requirement for the selection of the construction contractor, since ITNL provided the mobilization advance to the subcontractors against the bank guarantee and thereafter the monthly bills were paid to the subcontractors against the work done. Moreover, it is to clarify that even NHAI has net worth criteria for HAM/ BOT operators (not for contractors) to have net worth of more than 25% of awarded cost and both these contractors satisfied the same. Copy of MORTH communication is attached.

YFC was already working on the project as subcontractor of RIL. Hence on termination of RIL, the contractor already working on the project was preferred and his quality of work was found satisfactory. Also considering the higher value of the work, instead of relying on one contractor (YFC), management decided to award the work to 2 contractors.

As per observation made by GT NKC was barred by NHAI in November 2017. The same cannot form the basis for the work which was awarded to them in year 2013 and hence is irrelevant. Moreover, it may be noted that NHAI has withdrawn the said notice (Ref HT article dated Nov 4, 2017 –copy attached)).

GT Comments on the responses provided by the representatives of the company:

- YFC being a sub-contractor of RIL and was already working on the site does not mean that ITNL should not conduct the bidding process for the appointment of the sub-contractor on the termination of the contract with RIL.

GT Assessment:

- Thus, our assessment remains unchanged that contracts worth INR 253.40 crs were awarded to YFC and NKC without conducting a bidding process.

4.3.9 Potential anomalies in contracts awarded to Gajra Infra Private Limited and M/s. S.S. Enterprises in KSEL project

Background and Observation

- Based on the review of work orders provided to us by the representatives of ITNL, we noted that ITNL had awarded multiple work orders worth INR 8.86 crs to Gajra Infra Private Limited ('GIPL') for the KSEL project. The below table highlights the same:

#	Date of the work order	Nature of the work assigned	Amount of the work order (INR in crs)
1	06 July 2015	Fabrication and Erection of Bus Shelters	1.33
2	14 October 2015	Design and Construction of Toll Plaza Office Buildings, Construction of Secured Walkway, Landscaping of Toll Plaza area	4.03
3	14 October 2015	Design and Construction of Toll Plaza Canopy and Toll Booths	3.50
Total			8.86

- Based on the review of the Ministry of Corporate Affairs ('MCA') records of GIPL, it was noted that-
 - GIPL was incorporated on 23 February 2015. However, the date on which work order relating to EPC works was issued by ITNL was dated 06 July 2015, which indicates that a work order was given to GIPL within 5 months from the date of its incorporation.
 - The total turnover of GIPL reported in the financial statements for FY 2015-16 was 9.98 crs.
- Based on the above details, it appears that -
 - ITNL had awarded the contract to GIPL, which was recently incorporated in the same year.
 - ITNL was the key customer of GIPL as 89% (as out of the total revenue of INR 9.98 crs, INR 8.86 crs was from KSEL and FSEL projects) of the total revenue of GIPL was contributed by ITNL.
- **Responses from the representatives of the company:**

M/s GIPL had turned out to be promising during the negotiations and discussions of project work understanding. The resultant was the successful completion of the 'State of Art' Toll Plaza building and bus shelters awarded to the agency in all work fronts provided by NHAI. The design and workmanship was appreciated at all forums specially by top officials of IE and NHAI. The timely completion of Toll plaza well ahead of provision completion lead to the award of COD by the Authority and collection of Toll/revenue by the company.

GT Assessment:

- No supporting documents were provided to justify the claims made in the responses provided by the representatives of ITNL. Further, the responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged that the contract was awarded to GIPL in the first year of its incorporation, which formed 89% part of its total revenue earned for the year.

- Based on the review of work orders provided to us by the representatives of ITNL, we noted that ITNL had awarded two work orders worth INR 5.95 crs to M/s. S.S Enterprises ('SSE') for the KSEL project. The below table highlights the same:

#	Date of the work order	Nature of the work assigned	Amount of the work order (INR in crs)
1	04 June 2015	Plantation of Flowering Plants & Shrubs in Median	4.68
2	22 July 2017	Avenue Plantation and Maintenance	1.27
Total			5.95

- Based on our public domain searches, it was noted that SSE was engaged in the business of products and services, namely cement block, RCC poles, cement door frame, and cement window and not plantation and maintenance for which contracts were awarded by ITNL.
- It appears that ITNL had appointed SSE to execute the work, which may not have been in accordance with their core business activities.
- Based on the above details, it potentially appears that ITNL had awarded work orders to subcontractors who do not appear to have adequate experience to execute the works for the KSEL project.
- **Responses from the representatives of the company:**

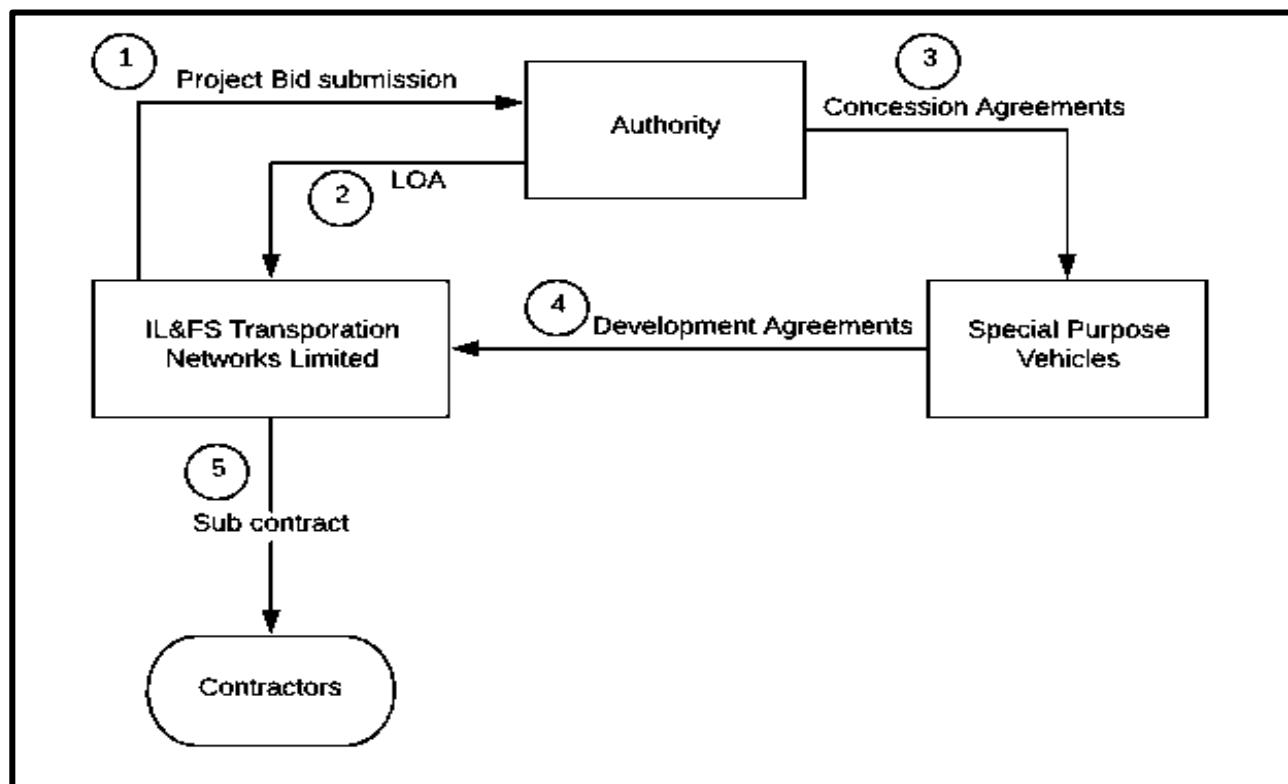
Here too the vendor potential for completing the job was promising. And also fulfilled the company policy of vendor development. The result here too was successful completion of works and award of COD by the Authority which was one of the important feature of a project under BOT.

GT Assessment:

- No supporting documents were provided to justify the claims made in the responses provided by the representatives of ITNL. Further, the responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged that ITNL had awarded work orders to subcontractors who do not appear to have adequate experience to execute the works for the KSEL project.

4.3.10 Potential margin earned by ITNL in sub-contracting Construction/Development work across the SPVs

Background



- Mechanism: NHAI would select ITNL as a successful bidder post which ITNL used to create an SPV. SPV would enter into a concession agreement with the Authority. After execution of the concession agreement, SPV would enter into a Construction/Development agreement with ITNL for executing the construction activities on behalf of the SPV. ITNL used to be a single contractor for SPV. Post which, ITNL entered into Engineering, Procurement and Construction ('EPC') contract with EPC contractors.

Observation

- Based on the review of the development agreements entered by SPVs with ITNL and comparison of the same with further EPC contracts entered by ITNL, it was noted that the agreement amount proposed by ITNL from SPV's was higher than the amount proposed by EPC Contractor. Thus, it appears that ITNL had potentially earned a margin over and above the cost incurred for constructing/developing the project. Following is the summary of the same (INR in crs):

#	SPVs	Budgeted Margins Earned				Actual Margins				% Completion
		Development contract between ITNL and the SPV (A)	EPC Contract between ITNL and the EPC Contractor (B)	Margin (A – B) (C')	Margin (%) (C / A)	Construction Cost raised by ITNL to its SPV (as of 31 March 18) (D)	EPC Cost raised by EPC Contractor to ITNL (30 September 18) (E')	Margin (D – E) (F)	Margin (%) (F / D)	
1	IRIDCL	1,260.60	988.34	272.26	22%	527.00	441.00	86.00	20%	100%
2	JSEL	598.70	550.00	48.70	8%	1,006.46	852.26	154.20	18%	100%
3	MBEL	1,401.29	1,292.09	109.20	8%	2,178.60	1,817.14	361.46	20%	100%
4	BKEL	520.00	425.08	94.92	18%	485.85	457.99	27.86	6%	100%
5	PSRDCL	964.59	775.00	189.59	20%	1,484.81	1,176.15	308.66	26%	100%
6	SBHL	741.83	588.57	153.26	21%	726.73	643.16	83.57	13%	100%
7	CNTL	2,740.00	2,627.00	113.00	4%	3,123.84	3,084.88	38.96	1%	100%
8	HREL	697.00	545.82	151.18	22%	840.31	739.94	100.37	14%	100%
9	KSEL	1,605.00	1,330.37	274.63	17%	1,714.62	1,493.59	221.03	15%	82%
10	MPBCDCL	715.00	638.22	76.78	11%	905.00	776.76	128.24	17%	81%
11	BAEL	1,969.35	1,613.99	355.36	18%	1,566.89	1,374.58	192.31	14%	80%
Total		13,213.36	11,374.48	1838.88	15%	14,560.11	12,857.45	1702.66	15%	

*(Note - For WGEL, EHEL, KSFL, JIICL, JRPICL, TRDCL, and NKEL SPVs, contracts were directly entered with EPC Contractors and hence there is no margin earned by ITNL. Further, to understand the actual margin earned by ITNL, we have considered only those projects which are completed more than 80% as of 31 March 2018).

- Also, based on the review of the development agreements between SPV and ITNL vis-à-vis sub-contracts executed by ITNL, it was noted that development and construction work was passed to sub-contractors on a back-to-back basis. (Note: Budgeted development cost also includes ITNL Scope of Work).
- Further, it was observed that ITNL was also charging Project Development / Project Management Fees for providing various project development and management services in addition to the margin earned by ITNL on construction/development costs.
- Thus, the margin charged by ITNL increased the project's construction/development cost, which correspondingly increased the number of borrowings that SPV availed from the lenders.

- Thus, based on the above-mentioned points, it appears unusual that:
 - ITNL was charging a margin from the SPVs in the construction/development contract even though the contracts were awarded on a back-to-back basis;
 - In addition to the said margin, ITNL was also charging PDF / PMF separately.

- **Responses from the representatives of the company:**

It was as per the business model of the company that the margin was charged over the construction cost and the various services provided by the company to SPV were charged as PDF/ PMF. Similar business plan was adopted by most of the companies in such type of businesses in the country. ITNL had charged PDF/ PMF against the various services provided by ITNL to SPV for successful completion of the project, while the margin was charged in Development agreement as the profit of ITNL.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. ITNL had earned a margin from the SPVs on sub-contracting the development works and charging PDF/PMF to its SPVs, which led to an increase in the project's construction/development cost. Thus, our assessment remains unchanged.

4.3.11 Potential issues with regard to margins earned by ITNL on development cost in SBHL project

Background

- During our review of documentation executed for the SBHL project, we observed multiple revisions in development costs before the same was finalized in PIM. The details of the same are stated as below:

Revision in Development Cost					
#	Date	Document	Particulars	Amount (INR in crs)	Cumulative Increase (INR in crs)
1	-	Cost Estimate	Submitted to Government of Rajasthan	600.00	
2	29-Oct-12	MCAM	As per Cost details mentioned in MCAMs	640.84	40.84
3	-	Summary Sheet ⁵¹	As per Bids details mentioned in Summary Sheet	682.30	82.30
4	23-Jul-12	IFIN Mandate	As per details mentioned in IFIN Mandate	698.00	98.00
5	01-Sep-12	PIM	As per details mention in PIM	765.00	165.00

Observation

- During our review of MCAM, it was noted that as per the bids received by ITNL from EPC contractors, the development cost estimated was INR 588.57 crs, which was lesser than the cost estimate of INR 600 crs initially submitted by SBHL to GoR.
- Further, it was observed that from the date of IFIN Mandate to the date of preparation of PIM, the EPC Contractor had not revised its estimated development cost; however, ITNL estimates of development cost were revised by INR 165 crs.
- Further, on comparing the cost estimates as stated in MCAMs vis-à-vis PIM, we observed that the margin earned by ITNL was INR 124.17 crs which was approximately the same as the amount of equity contributed by ITNL in SBHL, amounting to INR 124.05 crs. The details of the same are stated as below:

Analysis on the basis of which ITNL has determined its Development Cost				
#	Date	Document	Particulars	Amount (INR in crs)
1	29-Oct-12	MCAM	EPC Agreement with GRICL	437.56
			EPC Agreement with ABCI - Dreamax JV	151.01

⁵¹ As provided to us by the representatives of ITNL.

Analysis on the basis of which ITNL has determined its Development Cost				
#	Date	Document	Particulars	Amount (INR in crs)
			Total EPC Agreement	588.57
			ITNL Scope of Work	16.92
			Escalation	45.85
			Probable Savings in BOQ	-10.50
			Total Cost to ITNL (A)	640.84
2	23-Nov-12	PIM	EPC Cost	732.43
			Safety Fund, Supervision Costs, and Contingency*	32.58
			Total cost to ITNL (B)	765.01
3			Margin (Amount) ((B)-(A))	124.17
4			Equity to be invested by ITNL in SPV	124.05

*(Safety Fund, Supervision Costs, and Contingency are included in development cost as the same is directly related to construction activity).

- Further, it is unusual that even though there was no revision in EPC Contractors' quotes, ITNL revised the construction cost by INR 165 crs from the amount estimated in the bids submitted to GoR vis-à-vis the amount stated in PIM.
- Further, during our review, we identified the following email correspondence regarding discussion on potentially increasing the margin and potentially adjusting the same into various other components of the cost:

Date	Sender	Receiver	Particulars
27 September 2012	Ravi Sreehari (Employee of ITNL)	Kuljit Alhuwalia, M B Bajulge, Parag Phasne and SC Mittal (Employees of ITNL)	It was noted that for the SBHL project, the margin was proposed to be reduced and instead to be included in the PDF or to take the same from the EPC contract as an upfront milestone payment. Further to this, it was mentioned that PDF could not be increased beyond 8.5% and rather something would be required to be built in as actual work and not service in the EPC work.

- Thus, based on the above-mentioned details, it appears that:
 - ITNL had increased the estimated development cost in the PIM for the SBHL project by INR 165 crs to potentially increase its margin even though the estimated development cost of the EPC contracts was not changed.
 - The said increased development cost stated in the PIM of the SBHL project led to a proportionate increase in the funds borrowed from the lenders.
 - Further, based on the comparison of the MCAM dated 29 October 2012 vis-à-vis PIM, it appears that the construction margin was budgeted to INR 124.17 crs to potentially meet the requirement of funds by ITNL to infuse equity amounting to INR 124.05 crs in SBHL.

- **Responses from the representatives of the company:**

The cost considered by GT from some internal report of ITNL of 600 Crs as base cost of the project is factually incorrect. The cost considered in the bid model was Rs 682.30 Cr. The bid cost was based on the initial working done during the prebid stage by the bidding team in ~15 days time before the bid and the same was based on the DPR provided by the authority. Post ITNL winning the bid, a detailed exercise was undertaken and the cost went into revision based on the actual designs received and based on the anomalies found in the DPR provided by authority. EPC cost as stated of Rs. 588.87 Cr. was the civil construction cost excluding ITNL scope, escalation, designs, contingency etc. Hence the same cannot be compared with Development cost. The increase in cost was ~83 crs compared to what was estimated at the time of bid on account of the above and not Rs 165 crs as mentioned by GT. Further, as mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure.

GT Comments on the responses provided by the representatives of the company:

- The observation highlights the difference between cost estimates provided to the directors in MCAM and the lenders in PIM, whereas the representatives of ITNL have provided their responses on the difference between cost estimates provided in the bid and to the lenders in PIM.

GT Assessment:

- Thus, our assessment remains unchanged that the increase in the cost estimate as compared to MCAM and PIM was equal to the amount of equity to be infused by ITNL in the project i.e INR 124.05 crs.

4.3.12 Potential issues with regard to amendment in development agreement executed by PSRDCL with ITNL

Background

- During our review, we observed that there were multiple amendments in the Development Agreement entered between ITNL and PSRDCL. The below table provides the said details:

#	Date	Particulars	Reasons for Amendments	% of Physical Progress*	Amendment Value (INR in crs)	Total Contract Value (INR in crs)
1	01-Oct-09	Initial Development Agreement ('D.A')	The contract value is inclusive of Escalation Price of INR 87.69 crs)	0%	87.69	964.59
2	10-May-13	1 st Amendment in D.A	Escalation in the price of Bitumen, PMB, Steel and Cement.	83.90%	46.47	1,011.07
3	11-Sep-15	2 nd Amendment in D.A	Additional cost incurred due to abnormal delay in providing the land by NHAI.	99.10%	411.00	1422.00
4	04-May-16	3 rd Amendment in D.A	Change in Scope of Work, Maintenance of existing roads, increase in royalty and Increase in cost due to increase in quantities than projected	100%	106.57	1528.57
Total					651.73	

*Note: % of Physical Progress is as per Lenders Independent Engineer ('LIE') as of March 2013 & March 2015 and as per Completion Certificate issued by Independent Engineer ('IE') as of 03 February 2016.

Observation

- During our review, we observed that PSRDCL had filed claims of INR 759.52 crs against NHAI, and as per the arbitration order dated 30 November 2017, claims of INR 433.49 crs were awarded in favor of PSRDCL.
- Based on the review of the Arbitral Tribunal order dated 30 November 2017 and claim documentation provided by the representatives of ITNL, it was observed that a claim of INR 325.79 crs out of a total claim of INR 759.52 crs was pertaining to the construction-related cost, whereas INR 651.73 crs was the amended the development cost.
- On further review of documentation, the following points were noted:
 - Amendments in development costs were made after the project was more than 80% completed.

- As per a document containing details of the EPC contractor as provided by the representatives of the Client, the cost charged by the EPC contractor on ITNL for the construction work in the PSRDCL project was INR 1,176.15 crs, whereas the cost charged by ITNL on PSRDCL for the said services was INR 1,484.81 crs. Thus, the same indicates that ITNL had potentially earned a margin of INR 308.66 crs in the PSRDCL project.
- Based on the review of the claims filed by PSRDCL to NHAI, it was noted that claims relating to construction cost amounted to INR 325.79 crs. On comparing the said claim vis-à-vis the total amendment made in the development agreement executed between ITNL and PSRDCL, it appears that ITNL had charged an excess cost of INR 325.94 crs.
- Further, the construction cost overruns in PSRDCL also amounts to INR 344.61 crs.

#	Construction cost as per PIM (A) (INR in crs)	Actual construction cost incurred (B) (INR in crs)	Construction cost overrun (B) – (A)
1	1,140.20	1,484.81	344.61

- The extract of claims filed relating to construction-related cost as stated in the Arbitral Tribunal order dated 30 November 2017 is as below (INR in crs):

#	Particulars	Cost related to	Amount Claimed	Amount Awarded
1	Damages under clause 4.2 of the CA (i.e. Damages due to delay by Authority)	Construction	8.35	-
2	Damages under clause 10.3.4 of the CA (i.e. Damages due to delay in handover of land)	Construction	3.18	-
3	<u>Compensation under clause 35.2 of the CA</u>	-		
A	Loss on account of Escalation	Construction	97.12	88.38
B	Cost of Under utilised & Idle Resources			
	- Prior to declaration of Appointment date	Construction	96.73	46.98
	- Post declaration of Appointment date	Construction	115.12	70.85
C	Cost of Construction of additional diversion	Construction	1.31	-
D	Cost of Maintenance of Existing Lanes	Construction	1.67	-
E	Additional premium paid on Insurance policy	Construction	2.31	1.44
Total Construction related claims (A)			325.79	207.65
F	Loss of Interest During Construction	Interest Cost	141.88	140.12
G	<u>Loss of Toll Revenue</u>			
	- Partial Commercial Operation of the project	Revenue	232.10	66.30
	- Delay in issue of Provisional Certificate	Revenue	19.65	7.42
H	Additional PMF fees incurred	PDF/PMF	40.10	12.00
Total other than the construction-related claim (B)			433.73	225.84
I	Total Claim (A+B)		759.52	433.49

- Thus, based on the above-mentioned details, it appears that:

- Amendments were made in the development agreement even though 80% of the PSRDCL project was completed.
- It was unusual that no claim was filed by PSRDCL to NHAI for amendment made in the development agreement amounting to INR 325.94 crs, which suggests that the said amendments were potentially pertaining to the margin to be earned by ITNL in the PSRDCL project.
- Further, we were not provided with the amendment contracts entered with EPC Contractors.

▪ **Responses from the representatives of the company:**

The claims filed by SPV on NHAI were based on the standard documents i.e. NHAI escalation formula, resources rates were as per standard data book etc., However the actual losses were more than that. Moreover there were few items, which were not considered in the award as follows:

- Additional escalation which was not covered under NHAI escalation formula
- Finance charges of maintaining inventory of material
- Additional cost due to royalty rates increased
- Change of scope

The project was delayed by long period due to default of authority i.e. providing hindrance free land for the project and environmental clearance. Inspite of that ITNL had executed the project and incurred additional cost to complete the provisional completion of the project. After achieving the provisional completion also the land was not acquired by NHAI for the Tembhurni town and hence the proposal for Tembhurni bypass was approved by NHAI. After final completion of the project, ITNL had filed arbitration claim to NHAI to compensate the actual cost incurred by the company, which was partially accepted by the arbitration tribunal. However, the claims filed by ITNL were based on the standard procedures of government i.e. NHAI escalation formula, rates of resources as per standard data book etc. and the same did not compensate the actual expenditure/losses incurred by ITNL. The actual margin charged by ITNL was only Rs 144.55 crs which was within the limits. Since the agreement with EPC contractor was based on the Bill of Quantities, where in the risk of increase in quantities lied with ITNL and the rates of the contractors remained constant in spite of any changes in the quantities, the EPC agreements were not amended.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by representatives of ITNL states that ITNL used to claim the maximum amount. However, there is a difference in claiming maximum amount and a correct amount.
- Further, the amount claimed by ITNL was less than the amount of cost actually incurred based on NHAI formula as stated in the response given by the representatives of ITNL the delay in project was due to the fault of authority and hence ITNL should have claimed the actual amount incurred.

Further, as stated by the representatives of ITNL in responses of section 4.3.13, ITNL used to claim the maximum possible claim amount however, in PSRDCL it seems unusual that ITNL had claimed a lesser amount than the actual cost incurred. Further, on reviewing the documents provided by ITNL with respect to Tembhuni bypass it was noted that change of scope was only for INR 1.00 crs whereas the amount not claimed was INR 325 crs.

GT Assessment:

- Considering the findings/anomalies highlighted above and the responses provided by the representatives of ITNL, our observation remains unchanged.

4.3.13 Construction expense invoices raised by ITNL on IRIDCL potentially before the commencement of the project construction

Background and Observation

- During our review of the development agreement executed between IRIDCL and ITNL for the construction of the project, it was noted that the contract was worth INR 1,000.33 crs.
- Further, in the Project Information Memorandum ('PIM') dated May 2013 for the IRIDCL Phase II project, the total estimated construction cost was INR 1,075 crs.
- Also, during our review of the monthly progress reports and board minutes, it was noted that physical progress reported thereunder was as follows:

#	Time frame	Physical progress as per Monthly Progress Reports
1	June 2013	03.00%
2	September 2013	04.00%
3	December 2013	11.00%
4	March 2014	29.00%
5	March 2015	23.00%
6	March 2016	24.00%
7	March 2017	27.10%

- However, it was unusual to note that ITNL had raised an invoice titled 'RA Bill 1' of INR 19.03 crs on 30 March 2013, which potentially appears to be dated even before the finalisation of PIM.
- Also, the said invoice was raised when the project had potentially not yet commenced, and the physical progress was also possibly zero.
- Thus, based on the above-mentioned details, it appears that ITNL had raised an RA bill of INR 19.03 crs on IRIDCL before the finalization of PIM and commencement of the project.
- **Responses from the representatives of the company:**

IRIDCL project was already under operations, when the 4 lane works commenced. Hence, the works were commenced before finalization of PIM and was funded through the equity infusion of ITNL.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.3.14 Potential anomalies in the booking of expenses for pre-construction activities without adequate supporting documentation

Background and Observation

- Based on the review of the development agreement dated 19 February 2010 executed between MBEL and ITNL, it was noted that ITNL was to undertake construction works of roads for a total consideration/contract value of INR 1,699.38 crs. The said contract value included INR 193 crs towards 'Pre-Construction Activities', which was further increased to INR 198 crs vide an amendment agreement dated 18 March 2010.
- Further, it was noted that had ITNL subcontracted the said constructions works to the following subcontractors:

#	Name of Sub-Contractor	Date of contract	Contract Amount (INR in crs)	Pre-Construction Activities included in Contract Amount (INR in crs)
1	Ramky Infrastructure Limited	22	675.10	105.00
2	GR Infraprojects Limited	February	511.00	93.00
3	Apcot Infratech Limited	2010	304.00	-
			1490.10	198.00

- On review of the development agreement as well as the sub-contract agreements as mentioned above, the basis for ITNL as well as the EPC contractors to charge the said amounts for 'Pre-Construction Activities' could not be ascertained.
- Thus, based on the above-mentioned points, it appears that an amount of INR 198 crs was paid to the sub-contractors as Pre-construction Activities, potentially without adequate supporting documentation.

Responses from the representatives of the company:

There were various pre-construction activities involved in the project, which were to be executed by the contractors. The same were paid to ITNL and back to back to the subcontractors.

GT Comments on the responses provided by the representatives of the company:

- No supporting documents were provided in respect of various pre-construction activities involved and executed by the contractors.

GT Assessment:

- Thus, our assessment remains unchanged that an amount of INR 198 crs was paid to the sub-contractors as Pre-construction Activities, potentially without adequate supporting documentation.

4.3.15 Potential excess payments made to ITNL and its sub-contractors in the KSEL project

Background

- As per the development agreement dated 08 February 2014 executed between KSEL and ITNL, KSEL appointed ITNL as an EPC Contractor to undertake construction works relating to Four Laning of Khed Sinnar Section in Maharashtra. The total contract price was INR 1,605 crs which was later increased to INR 1,955.41 crs vide amendment agreement dated 28 March 2017 and further increased to INR 2,030.41 crs vide another Amendment Agreement dated 26 March 2018.
- ITNL, in turn, sub-contracted the said construction works to the following entities:

#	Name of Sub-Contractor	Date of Sub-Contract Agreement	Contract Price (INR in crs)
1	Montecarlo Limited	12 February 2014	646.20
2	Roadway Solution India Private Limited	12 February 2014	350.79
3	GHV (India) Private Limited	12 February 2014	333.38
Total			1,330.37

- Further, as per the Monthly Progress Report of September 2018 submitted by KSEL, it was noted that the physical progress achieved till September 2018 was 83.86%.

Observation

- During our review, it was noted that the expenses incurred by KSEL and ITNL were in excess of the contract price as mentioned in the Development Agreement and the Sub-Contract Agreements. The following table provides the details of the excess expenditure incurred (INR in crs):

Name of Entity / Sub-contractor	Leg 1 - KSEL and ITNL					Leg 2 - ITNL and Subcontractor				
	Final Contract Price (A)	Prop. Contract Price** (B)	Construction Cost as per AS-7 Workings** (C)	Excess Expenditure (C-A)	Excess Overruns Expenditure (C-B)	Contract Price (D)	Prop. Contract Price** (E)	Actual Expenses up to 30.09.18* (F)	Excess Expenditure (F-D)	Excess Overruns Expenditure (F-E)
ITNL	2,030.41	1,705.54	2,124.06	93.65	418.51	-	-	-	-	-
Montecarlo Limited	-	-	-	-	-	646.20	542.81	730.77	84.57	187.96
GHV (India) Private Limited	-	-	-	-	-	333.38	280.04	549.38	216.00	269.34
Total	2,030.41	1,705.54	2,124.06	93.65	418.51	979.58	822.85	1,280.15	300.57	457.30

*Figures provided by ITNL representatives have been relied upon.

**Proportionate Contract Price is computed based on the project achieving ~84% physical progress as per the Monthly Progress Report of Sep 2018.

- Based on the above points, it appears unusual that expenditure in excess of the contract price was incurred by KSEL and ITNL.
- Responses from the representatives of the company:**

There was substantial increase in the rock cutting for the ghat section in KSEL project. The same was explained in the Management committee approval (MCAM).

GT Comments on the responses provided by the representatives of the company:

- The responses stated by the representatives of ITNL are not in line with the above observation. Hence, our observation remains unchanged.

4.3.16 Potential excess claim from MPRDCL

Background and Observation

- MPBCDCL is an SPV promoted by ITNL, which was awarded a BOT project for developing 24 Border Check Posts in Madhya Pradesh.
- Based on the review of claim-related workings provided by the representatives of ITNL, it was noted that MPBCDCL had raised claims on NHAI ('Authority') worth INR 1820.13 crs.
- On further review of the claims filed with MPRDCL, the following was noted:
 - INR 23.47 crs were filed as 'Damages on account of Authority's default';
 - INR 173.05 crs were filed as 'Compensation for direct costs; and
 - INR 1,623.61 crs were filed as 'Compensation in user fee'.
- Further, based on the review of the legal opinion for the MPBCDCL project, it was noted that the probable amount of claim receivable from MPRDCL was only INR 594.74 crs, i.e. 32.68% of the total claim amount of INR 1820.13 crs. The below table provides the details of the same:

#	Description	Amount (INR in crs)	Opinion (probability of acceptance of claims)	Claim amount that could be realised (Amount * Probability)
I	Damages on account of Authority's default			
1	Damages on account of the Authority's default/ delay in fulfilling the Conditions Precedent under Article 4.2 of the Concession Agreement	11.00	10%	1.10
2	Damages on account of the Authority's default/ delay in handing over ROW under Article 10.3.4 of the Concession Agreement	12.47	10%	1.25
	Sub-Total (A)	23.47	10%	2.35
II	Compensation for direct costs (other than loss in toll revenue)			
1	Increase in interest payment on debt	33.61	50%	8.50
2	Inflation	64.29	70%	0.38
3	Idling of manpower and machinery	63.93	60%	123.54
4	Additional IE fees payment (IE fees paid for 24 checkposts, 19 completed)	4.50	70%	0.33
5	Compensation for Additional Premium paid During the extended period for Insurance (CAR/ AloP) along with Rate of Interest at 13.25%	6.72	60%	0.87
	Sub-Total (B)	173.05	62%	107.35
III	Compensation in User Fee			
1	Loss due to delay in COD	461.16	75%	345.87

#	Description	Amount (INR in crs)	Opinion (probability of acceptance of claims)	Claim amount that could be realised (Amount * Probability)
2	Loss due to ambiguity in Gazette notification w.r.t provisions of Concession Agreement	10.01	80%	8.01
3	Loss in Parking Charges for Vehicles not being sent to Godown area	5.77	20%	1.15
4	Loss due to Commercial Vehicles Bypassing from Alternate Routes near Check Posts	22.19	20%	4.44
	Loss in loading/unloading fee due to escaping of commercial vehicles from alternate routes near check posts	163.79	10%	16.38
	Loss of time value of revenue due to delay in COD	480.81	0%	0
	Additional revenue due to extension of concession period	323.88	0%	0
	Claim due to non-diversion of overloaded vehicles for unloading	156.00	70%	109.20
Sub-Total (C)		1623.61	34%	485.05
Grand Total (A+B+C)		1820.13	32.68%	594.74

- Thus, based on the above-mentioned details, it appears that:
 - Out of the total claims of MPBCDCL amounting to INR 1,800 crs (approx.,), it was unusual to note that claims amounting to only 1/3rd of the total claims, i.e. INR 594.74 crs were probable for approval by MPRDCL, which was yet to be received from MPRDCL.
 - Further, out of the total claim amounting to INR 1,800 crs filed with MPRDCL, INR 173 crs (approx.,) were attributable to the direct costs incurred by ITNL / MPBCDCL. Further, INR 65.70 crs, which was less than 40% of the aforesaid INR 173 crs claimed for direct costs incurred, was categorized as 'Amount incurred but appears to be non-recoverable.

- **Responses from the representatives of the company:**

The observation is incorrect. It is not a Change of Scope but claim for cost overrun due to delay. As observed in practice across industries, the claims of the contractors are always short certified by the authorities. Moreover, there is always difference between the perspective of client & contractor regarding cost overrun claims as per CA v/s actual. Hence it was general practice to claim to maximum extent even if the realisation might be lower than that. Hence independent opinion was taken from the experts and probability of approval of each claim was considered accordingly. This reflected the opinion of independent expert and actual evaluation might be higher or lower than that.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by representatives of ITNL states that the ITNL used to claim the maximum amount. However, there is a difference between claiming the maximum amount and a correct amount. Further, as per representatives of ITNL in their response, it has not been clarified whether the delay in the project was due to the fault of NHAI or ITNL, which resulted in cost overruns. As per an Independent valuer, the claims that can be realised was only 32% which itself justifies that the ITNL had claimed higher than actual realisation. Further, the responses provided by representatives of ITNL was based on general practice adopted in the industry for claims and not specific to the observation.

GT Assessment:

- Considering the findings/anomalies highlighted above and the responses provided by the representatives of ITNL, our observation remains unchanged.

Other irregularities noted construction cost overruns incurred by SPVs

4.3.17 Potential excess construction cost incurred by CNTL

Background and Observation

- CNTL is an SPV promoted by ITNL, which was awarded a BOT project to construct the road in the Udhampur district of Jammu and Kashmir.
- Based on the review of a claim letter dated 19 April 2018 sent by CNTL to NHAI, it was noted that CNTL had raised claims on NHAI worth INR 370.80 crs for additional works executed on the CNTL project against which CNTL received no order in relation to change of scope from NHAI.
- On further review of the said letter, it was noted that CNTL had executed the said additional works on the directions and recommendation of Independent Engineers ('IE') and Project Director ('PD') of NHAI in good faith even before receiving any order in relation to change of scope.
- It was also noted that IE and PD NHAI had either partially accepted or rejected the claim letters pertaining to said additional works, which were executed by CNTL.
- Further based on the review of the claim opinion for the CNTL project by Advocate Krishnan Venkatraman, it was noted that the probable amount of claim receivable from NHAI for additional works executed was only INR 228.06 crs, i.e. 61.50% of the total claim amount of INR 370.80. The below table provides the details of the same:

#	Description of Change of scope	Amount (INR in crs)	Opinion (probability of acceptance of claims)	Claim amount that could be realised (Amount * Probability)
1	Unavoidable Geological over breaks	135.44	50%	67.72
2	Pile foundation for south bridge	1.95	75%	1.46
3	PMGSY Road Junction	11.33	75%	8.50
4	Road maintenance	2.50	15%	0.38
5	Slope protection works at the approach road	176.49	70%	123.54
6	Shotcreting at North Portal	2.20	15%	0.33
7	Variable Frequency Drive (VFD)	5.80	15%	0.87
8	Dry-type Transformers instead of oil type transformer inside the tunnel	0.24	15%	0.04
9	Additional Fan monitoring sensors	0.30	15%	0.05
10	Increase in fan rating	33.33	75%	25.00
11	Additional Tunnel lighting	1.22	15%	0.18
Grand Total		370.80		228.06

- It was noted that the budgeted construction cost of CNTL was INR 2,740 crs; however, the actual construction cost incurred on the project till 31 March 2018 was INR 3,123.84 crs leading to cost overruns of INR 383.84 crs (INR 3,123.84 crs – INR 2,740 crs) due to excess construction cost.
- Thus, based on the above-mentioned details, it appears that
 - ITNL had carried out additional works of INR 370.80 crs on CNTL without receiving any formal change of scope order from NHAI.
 - The claim of INR 370.80 crs was potentially rejected by NHAI, and it was probable that ITNL would only receive 61.50% of the same, i.e. INR 228.06 crs.
 - The additional works of INR 370.80 crs were potentially one of the reasons for cost overruns of INR 383.84 crs on CNTL.

- **Responses from the representatives of the company:**

The COS works as per the report, were mainly the works which were required to be executed considering the safety & good industry practices. Particularly this being a large value tunnel project and with the intention to complete the project and start annuities the required work was carried out without waiting for the approval of the COS from the Authority. The project would not have completed if the same would not have executed and the SPV could have incurred further losses on the project. Hence independent opinion taken from the experts and probability of approval of each claim was considered accordingly.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations stated above with regards to the fact that work was carried out without taking approval for the COS from the authority. Thus, our assessment remains unchanged.

4.3.18 Potential non-recoverability of mobilization advance from subcontractors in JSEL

Background

- During our review of the development agreements executed for the JSEL project, it was noted that ITNL, vide an agreement dated 11 January 2011, had sub-contracted works for execution of Four Laning of Jorabat – Shillong (Barapani) Section of NH-40 from Km 0.000 to Km 61.800 to Ramky Infrastructure Limited ('Ramky') for a contract price of INR 550 crs.
- As per the agreement, ITNL was to pay INR 53.90 to Ramky as an interest-free mobilization advance.

Observation

- On review of books of accounts of ITNL and JSEL, we noted that an amount of INR 42.57 crs was paid to Ramky as Mobilization Advance in FY 2013-14. Further, an amount of INR 17.47 crs was recovered in FY 2016-17.
- Further, it was pertinent to note that as per a letter dated 19 August 2013 sent by Ramky to ITNL for the JSEL project, it was decided that the project be handed over by Ramky to ITNL on "AS IS WHERE CONDITION", effectively terminating Ramky as a sub-contractor from the JSEL project.
- However, the balance mobilization advance of INR 25.10 crs was not recovered from Ramky and is still outstanding in the books of ITNL as of 31 March 2019.
- Thus, based on the above-mentioned points, it appears that even though the contract with Ramky was terminated in the year 2013, the outstanding mobilization advance amounting to INR 25.10 crs was not recovered from them.
- **Responses from the representatives of the company:**

The entire negotiations with Ramky were done by the Senior management (MD and ED). The contract was terminated in 2013 and there were no records / communications to explain why the mobilisation advance was not recovered from Ramky.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.3.19 Potential Anomalies regarding Mobilisation Advance paid to IECCL for ACEL Project:

Background

- Based on our review, it was noted that ITNL had subcontracted construction works of the ACEL project to IECCL vide contract dated 23 November 2017 for a contract value of INR 581.96 crs.
- Based on our review of the said contract, it was noted that as per Clause 12.8 pertaining to mobilisation advance, ITNL would pay IECCL interest-free mobilisation advance against the guarantee valid till the end of Scheduled Project Section Completion Date ('SPSCD'). Further, as per Appendix 3 of the said contract, it was mentioned that bill discounting method would be required for the first 12 months of the contract for payment of mobilisation advance which ITNL and IECCL will endeavour jointly using corporate guarantees.

Observation

- During our digital evidence review, we identified the following email correspondences that suggested that ITNL had potentially drawn down mobilisation advance to IECCL without the receipt of corporate guarantee against such advance.

Date	Sender	Receiver	Particulars
28 March 2018	Rajesh SK (IECCL)	Sushil Kumar Dudeja	It was noted that the corporate guarantee towards mobilisation advance was pending to be submitted by IECCL to ITNL with regard to the ACEL project.
29 March 2018	Nagaraj BN (IECCL)	Sushil Kumar Dudeja	It was mentioned that 4% out of 10% of the mobilisation advance had already been drawn by IECCL, and the balance was to be claimed in the bill.
12 April 2018	Ajit Singh (ITNL)	Sumesh AS (ITNL)	It was noted that the draft corporate guarantee submitted by IECCL for ITNL's review with regard to the ACEL project was not valid as IECCL had mentioned itself as the obligator as well as the guarantor, which should be different parties as per the Indian Contract Act, 1872. (On review of Clause 12.8 of the Concession Agreement, it was mentioned that ITNL should pay to IECCL interest-free mobilisation advance against the guarantee.)

- Thus, based on the above-mentioned points, it appears unusual that ITNL had provided mobilisation advance to IECCL for the ACEL project without receiving corporate guarantee against such mobilisation advance.
- **Responses from the representatives of the company:**

The guarantee from IECCL is not available on record. It was the decision of ED who was also MD of IECCL to release mobilisation advance without seeking the corporate guarantee.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.3.20 Potential anomalies identified in claims filed to NHAI:

Background and Observation

- During our digital evidence review, we identified the following email correspondences that highlighted potential issues with regard to claims filed by the SPVs with NHAI:

Date	SPV	Sender	Receiver	Particulars
09 December 2015	PSRDCL; MBEL; JSEL	Sumesh AS (ITNL)	Ajay Menon (ITNL)	<p>It was noted that a table stating details of claims filed/to be filed vis-à-vis internal assessment of the same was shared. On comparison of amounts claimed/to be claimed vis-à-vis internal assessment of the same mentioned categorized into IDC, escalation cost and others, it was noted that INR 665.49 crs appeared to be in excess of amounts claimed/to be claimed:</p> <p>i. Potential excess claims in the case of PSRDCL: Escalation cost: INR 98.51 crs; Others: INR 344.29 crs Total: INR 442.80 crs</p> <p>ii. Potential excess claims in the case of MBEL: IDC: INR 176.20 crs; Escalation cost: INR 13.98 crs; Others: INR 189.02 crs Total: INR 379.20 crs</p> <p>iii. Potential excess claims in the case of JSEL: IDC: INR 37.52 crs; Escalation cost: INR 49.19 crs; Others: INR 132.18 crs Total: INR 218.89 crs</p>
11 January 2014	JSEL	Aalok Anandmani	Vijay Kini (SPV Accounts Head)	<p>Internal audit queries raised by the auditors pertaining to the construction work of JSEL were being responded to in the email. The auditors were concerned about the slow progress of construction work, resulting in estimated cost overruns of INR 100 crs and an EOT of 2 years. However, despite some delay due to natural causes, it appears that even post the natural events, and there was no onus taken to push up the work and complete the same in the agreed time.</p> <p>It was further mentioned that thus, it appears that the claims filed with the authority have no reasonable basis for being lodged.</p>

Date	SPV	Sender	Receiver	Particulars
24 February 2016	JSEL	Kaushik Laik (Supreme Court advocate representing MBEL)	Sanjay Minglani (ITNL) and Alok Anandmani (ITNL)	<p>It was noted that there were potential anomalies in the claims to be submitted by JSEL to NHAI. The following was mentioned in the email communication:</p> <ol style="list-style-type: none"> 1. It was proposed to mention milestones achieved at the time of submission of claims to show that JSEL was efficient in construction works; however, it was also highlighted that Monthly Progress Reports (MPRs) might be contradictory. 2. Further, it was proposed to file claims under Clause 35.2 of the Concession Agreement instead of Clause 16 since procedures laid down in Clause 16 was not followed. <p>(Based on the review of the Concession Agreement, it was noted that clause 16 pertained to 'Change of Scope' and Clause 35.2 pertained to 'Compensation for default by the Authority' under 'Compensation for Breach of Agreement'.)</p>
07 September 2016	PSRDCL	Amol Tondlekar (ITNL)	Subhash Sachdeva (ITNL)	<p>It was noted that a document titled 'Kaushik-Claim_Presentation_030916-commented AKT.ppt' was attached to the email communication.</p> <p>Based on the review of the attached document, it was noted that claims amounting to INR 760 crs were filed in the case of PSRDCL, out of which INR 380 crs (50% of total claims) was eligible for accounting.</p> <p>However, the same was not done in FY 2015-16 since the auditors had raised concern over its progress. The same was noted to be in discussion with auditors to get it accounted for in June 2016.</p>

- Thus, based on the above-mentioned points, it appears unusual to note that:
 - Potentially excess claims amounting to INR 1,040.89 crs were filed in the case of PSRDCL, MBEL, and JSEL as noted from the internal assessment of claims conducted by the employees of ITNL;
 - Certain claims with regard to the JSEL project were potentially wrongfully filed against NHAI, which was highlighted by the internal auditors by stating that there were no reasonable grounds for the claims filed by JSEL as ITNL and JSEL were potentially responsible for the slow progress of the project and cost overruns;

- The basis of filing claims in the case of the JSEL project was potentially misrepresented to NHAI, for instance, mentioning the milestones achieved to show the efficiency in the work performed even though the Monthly Progress Reports suggested otherwise;
- Claims were not accounted for in the books of accounts of PSRDCL due to concerns raised by auditors.

- **Responses from the representatives of the company:**

As per standard industry practice, the claims of the contractors are always short certified by the authorities. Moreover, there is always difference between the perspective of client & contractor regarding the scope of the work as per CA v/s actual. Hence it was general practice to claim to maximum extent even if the realisation might be lower than that. Hence independent opinion was taken from the experts and probability of approval of each claim was considered accordingly. PSRDCL, the claims were accounted in 2017 as auditors were of the view that required progress in settlement of claims was not made till March 2016.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL does not provide the reasons for filling excess claims or wrongful claims. Further, the responses provided by representatives of ITNL was based on general practice adopted in the industry for claims and not specific to the observation.

GT Assessment:

- Considering the findings/anomalies highlighted above and the responses provided by the representatives of ITNL, our observation remains unchanged.

Potential anomalies noted in Operations and Maintenance

4.4 Potential margin earned by ITNL in sub-contracting Operations and Maintenance work to Elsamex

Background

Mechanism: SPVs used to award the Operations and Maintenance ('O&M') contracts to ITNL, and ITNL further used to sub-contract the said O&M work to Elsamex Maintenance Services Limited ('EMSL') (in the majority of the SPVs).

Observation

- Based on the review of the O&M invoices raised by ITNL on SPV's and comparison of the same with the bills actually raised by EMSL on ITNL, it was noted that ITNL had billed an additional amount to SPV's over and above than what was invoiced by EMSL.
- Thus, it appears that ITNL had potentially earned margins from its SPVs for the O&M contracts by sub-contracting to EMSL.
- Thus, it appears that ITNL had potentially earned margins from its SPVs for the O&M contracts by sub-contracting to EMSL. Following is the summary of the same (INR in crs):

#	Particulars	O&M Contract between ITNL and SPV (A)	O&M Contract between EMSL and ITNL (A)	Margin (B – A) [C]	Percentage (C / A)
1	IRIDCL	21.41	19.77	1.64	8%
2	JRPICL	44.38	38.29	6.09	14%
3	TRDCL	3.77	3.59	0.18	5%
4	JSEL	51.37	27.33	24.03	47%
5	MBEL	55.23	45.12	10.10	18%
6	BKEL	81.81	39.44	42.37	52%
7	PSRDCL	39.62	34.42	5.20	13%
8	SBHL	26.28	23.16	3.12	12%
9	KSEL	25.54	9.62	15.92	62%
10	HREL	19.85	16.09	3.75	23%
Total		369.26	256.83	112.40	25%

- Also, supporting documentation to understand the basis of selection of ITNL as O&M and Toll Management contractor, bidding documents, and MCAMs for the same is not provided; hence further analysis can be done once the said data is available.
- Further, we were not provided with any supporting documentation, which indicates that the additional services were rendered by ITNL over and above what was provided by Elsamex. Thus, based on the above details, it appears unusual that ITNL charged a margin in the O&M contract.

- Thus, based on the above-mentioned points, it appears that ITNL had potentially earned a margin of INR 112.40 crs from multiple SPVs as their O&M and Toll Management contractor by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services.

- **Responses from the representatives of the company:**

ITNL provided turnkey services to the SPVs including services during pre-development, development and operations stages of projects. ITNL took full responsibility of the projects and entered into development agreement and O&M agreement for a fixed price with escalation for the entire concession period which got finalised before start of project and forms basis of PIM.

All the risks and responsibilities including finding of suitable sub-contractor was assumed by ITNL. Though, most of the works was sub-contracted ITNL continued to remain responsible for the delivery and quality of services and deployed its resources for supervision and monitoring. There were also part of scope of works and costs which were taken up by ITNL and not contracted outside. The margin earned by ITNL represented the additional costs incurred by ITNL, risks taken by it and margin towards risks undertaken.

EMSL which is a 100% subsidiary of ITNL provided O&M services for road projects. As per the business plan of the Group O&M was sub-contracted to EMSL for all ITNL projects. However, quotes were invited to discover the price.

GRBDCL, SSTL, FSEL, ACEL and KNCEL have not been completed and projects have been terminated/handed over/sold.

KSFL is not a road project but a sports infrastructure project requiring different expertise and skill sets for its O&M. O&M for the same was thus awarded directly to a contractor. MPBCDCL project also involved different nature of services and was contracted directly. JIICL was awarded post October 2018 and it was decided in consultation with the New Board to award the contracts directly.

NKEL O&M contract was awarded directly to the JV partner as per the agreed arrangement. All available supporting documents and access to accounting records have been provided. The expenses for ITNL also included in addition to EMSL billing payment of utility bills (electricity bills), insurance premium and special repairs including toll system related expenses.

The income shown in the table on Pg 165 also included the O&M start-up fee charged by ITNL for preparation of O&M manual, preparation of reporting formats and local liaison for start of toll operations etc. This scope lied with ITNL, not with EMSL.

Moreover contracts were entered between SPV and ITNL on long term basis at fixed price with annual escalation. During the initial operations the variable cost incurred was lesser which increased with numbers of years operations. Thus, the O&M income and expenses and margin shown are not

represented correctly and do not reflect the true margin earned by ITNL. In view of the same, observation made is not justified.

GT Comments on the responses provided by the representatives of the company:

- It was noted that in all the cases, the O&M contract was awarded by ITNL to Elsamex. Further, we were not provided with the data as to what additional scope of work and the actual cost incurred by ITNL. Also, we were not provided with the data for the additional expenses incurred by ITNL in regard to utility bills. No documentation was provided in respect of O&M start-up fees which were charged by ITNL in addition to the O&M fees charged by ITNL on its SPVs. We do not have visibility with regard to actual expenses incurred by Elsamex.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had potentially earned a margin of INR 112.40 crs from multiple SPVs as their O&M and Toll Management contractor by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services.

4.4.1 Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in BKEL project

Background and Observation

- During our review of the Operations and Maintenance ('O&M') contracts awarded by Baleshwar Kharagpur Expressway Limited ('BKEL'), it was noted that 100% of the contracts were awarded to ITNL vide O&M Contract dated 14 December 2012.
- Further, ITNL had sub-contracted 100% of the O&M work to Elsamex India Private Limited ('EIPL').
- Based on the review of the O&M bills raised by ITNL on BKEL and comparison of the same with the bills actually raised by EIPL on ITNL, it was noted that ITNL had billed an additional amount from BKEL over and above what was invoiced by EIPL; however, no basis / supporting documentation for the same was provided. Thus, it appears that ITNL had potentially added margin in the O&M bills over and above the cost incurred in paying EIPL. Following is the summary of the same (INR in crs):

#	F.Y	O&M Bills raised by ITNL on BKEL	O&M Bills raised by EIPL on ITNL	Potential margin earned by ITNL
1	2013-14	12.24	5.46	6.78
2	2014-15	12.85	8.10	4.75
3	2015-16	13.49	8.24	5.25
4	2016-17	14.17	7.62	6.55
5	2017-18	16.12	10.03	6.10
Total		68.87	39.45	29.43

- Also, details regarding on what basis ITNL was selected as O&M and Toll Management contractor, bidding documents, and MCAMs for the same are not provided; hence further analysis can be done once the said data is available. Further, similar data with regard to EIPL were also not made available.
- Further, we were not provided with any supporting documentation, which indicates that the additional services were rendered by ITNL over and above what was provided by EIPL. Thus, based on the above details, it appears unusual that ITNL charged a margin in the O&M contract.
- Thus, based on the above-mentioned points, it appears that:
 - ITNL had potentially earned a margin of INR 29.43 crs from BKEL as its O&M contractor by charging over and above the amount invoiced by EIPL (ITNL's subcontractor) for the said services.

- It is unusual to note that the said amount of margin potentially earned by ITNL was 15% higher than the total amount of O&M invoices raised by EIPL on ITNL, i.e. INR 39.44 crs.

- **Responses from the representatives of the company:**

As explained above, the expenses were not fully captured. Over and above the bills raised by EMSL i.e utility bills, insurance premium payments and other repair cost etc. were incurred by ITNL. Moreover, income for the year 2014-15 included O&M start-up fee of Rs 16 Cr. towards services provided for starting operations which were not contracted to EMSL. Thus, margin worked out is incorrect.

GT Comments on the responses provided by the representatives of the company:

- Based on the responses provided by the representatives of ITNL, we have modified the observations to the extent of the O&M start-up fee of INR 16 crs, yet it was noted that ITNL had earned a margin on sub-contracting. Further, we were not provided with the data with regard to the additional scope of work and the actual cost incurred by ITNL. Also, we were not provided with the data regarding expenses incurred by ITNL in regard to utility bills as part of O&M expenses. No documentation was provided in respect of O&M start-up fees which were charged by ITNL in addition to the O&M fees charged by ITNL on its SPVs. We do not have visibility with regard to actual expenses incurred by Elsamex.

GT Assessment:

- Thus, our assessment remains unchanged that the margin potentially earned by ITNL was 15% higher than the total amount of O&M invoices raised by EIPL on ITNL, i.e. INR 39.44 crs.

4.4.2 Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in SBHL

Background

Mechanism: SPVs sub-contract Operations and Maintenance ('O&M') contracts to ITNL and ITNL further sub-contracts the said O&M contracts to Elsamex Maintenance Services Limited ('EMSL').

Observation

- Based on the review of the books of accounts of ITNL, the O&M bills raised by ITNL on SBHL and a comparison of the same with the bills actually raised by EMSL on ITNL, it was noted that ITNL had billed an additional amount from SBHL over and above what was invoiced by EMSL. Thus, it appears that ITNL had potentially added margin in the O&M bills over and above the cost incurred in paying EMSL. Following is the summary of the same (INR in crs):

#	F.Y	O&M Bills raised by ITNL on SBHL	O&M Bills raised by Elsamex on ITNL	Potential margin earned by ITNL
1	2015-16	4.91	3.68	1.23
2	2016-17	11.25	6.20	5.05
3	2017-18	10.12	13.28	(3.16)
	Total	26.28	23.16	3.12

- Further, on reviewing of O&M Contract/Agreement dated 12 October 2015 entered between ITNL and SBHL, it was observed that ITNL had charged INR 15 crs as "O&M Start-up fees" for the purpose of mobilisation of manpower, machinery, plant, and other resources required for commencement of O&M work.
- Also, details regarding on what basis ITNL was selected as O&M and Toll Management contractor, bidding documents, and MCAMs for the same were not provided; hence further analysis can be done once the said data is available. Further, similar data with regard to EMSL was also not made available.
- Further, we were not provided with any supporting documentation, which indicates that ITNL rendered the additional services over and above what was provided by EMSL. Thus, based on the above details, it appears unusual that ITNL charged a margin in the O&M contract.
- Thus, based on the above-mentioned points, it appears as an O&M contractor, ITNL had potentially earned a margin of INR 3.12 crs from SBHL by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services.

- **Responses from the representatives of the company:**

As explained earlier O&M Agreement entered by ITNL with SBHL at pre agreed price before award of the contract to EMSL later on when project became operational. ITNL subcontracted to EMSL for O&M and Tolling services with separate work orders. There were additional expenses incurred by ITNL over and above the EMSL such as utility bills and insurance cost and other expenses towards toll plaza and system expenses. If all the expenses over and above bills of EMSL are included the margin earned by ITNL was less than the 10%.

GT Comments on the responses provided by the representatives of the company:

- We were not provided with the data with regard to the additional scope of work and the actual cost incurred by ITNL. Also, we were not provided with the data regarding expenses incurred by ITNL in regard to utility bills as part of O&M expenses. No documentation was provided in respect of O&M start-up fees which were charged by ITNL in addition to the O&M fees charged by ITNL on its SPVs. We do not have visibility with regard to actual expenses incurred by Elsamex.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had potentially earned a margin of INR 3.12 crs from SBHL by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services.

4.5 Other anomalies in the Operations and Maintenance contracts

4.5.1 Management committee approval for awarding Operations and Maintenance contracts for CNTL was dated before receiving the quotes

Background and Observation

- During our review of the documentation and approvals with regard to awarding the contracts for Operations and Maintenance ('O&M') of the CNTL project, it was noted that vide MCAM MC/40/2017-18 dated 03 November 2017, the Management Committee had approved to award the O&M contract to Elsamex Maintenance Services Limited ('EMSL') based on the reasons that:
 - Elsamex had quoted the lowest rates;
 - Proven track record and capability; and
 - Suitable and acceptable terms and conditions without much deviation.
- The quotes were received from three agencies:
 - Feedback Highway Infra OMT Private Limited ('Feedback')
 - Elsamex Maintenance Services Limited ('EMSL')
 - Egis Road Operations India Private Limited ('Egis Road')
- Further, during our review of the bid documents and email correspondences through which the bids were submitted, the following was noted:

#	Name of the agency	Date on which email correspondence was sent by the agency to submit the Bid	Date of submission of bid by the agency as mentioned in the MCAM
1	Feedback	14 November 2017	06 November 2017
2	EMSL	06 November 2017	04 November 2017
3	Egis Road	07 November 2017	06 November 2017

- However, it appears that even though the bids were received from the three agencies in the period between 06 November and 14 November 2017, the management committee approval is dated 03 November 2017 along with all the details of bid amounts, whereby EMSL was selected as the O&M sub-contractor.

- Further, it is pertinent to note that the date of submission of bids from the above-mentioned three agencies stated in the MCAM itself ranges from 04 November 2017 to 06 November 2017, whereas the management committee approval is dated 03 November 2017.
- Thus, based on the above-mentioned points, it appears that:
 - There were internal control lapses at the time of subcontracting the O&M contract by ITNL to EMSL for the CNTL project as the management committee approval for selection of EMSL was in place before the bids were received from the above-mentioned three agencies, including EMSL.

- **Responses from the representatives of the company:**

As per the records provided, the agencies were requested to submit their bids on 30th October, 2017. However, as per requests received, the company granted an extension till 06th November, 2017 for submission. During the process all three agencies had submitted their offers within extended stipulated timeline, the management committee approval/approval memorandum was prepared and floated after receiving of offers, that keeping date & control number blank so as to enable company secretarial department to insert date & control number sequentially based on the approvals of management committee members. The control number and date for MCAM were provided by the Secretarial department in which there was an error. As can be seen from the approvals received through email from the concerned Management Committee members the approvals received were after the date of quotes received from the agencies. Hence, there were no lapses in bidding process.

GT Comments on the responses provided by the representatives of the company:

- The observation highlighted above states discrepancies between the dates in which bids were submitted by the bidders and the dates stated in the MCAM. Further, there were also discrepancies between the submission dates mentioned in MCAM and the date of the MCAM itself – as the MCAM date was prior to the submission dates of bidders, which indicates multiple lapses in the O&M contracts awarded by ITNL.

GT Assessment:

- Thus, our assessment remains unchanged that there were internal control lapses at the time of subcontracting the O&M contract by ITNL to EMSL.

4.5.2 Potential increase of time and contract amount of O&M contract with EMSL

Background

- During our review of O&M contracts, a work order dated 25 May 2016 amounting to INR 15.15 crs was awarded by WGEL to EMSL for 'Bituminous Overlay for in C-2 Section'. As per the said work order, the commencement date was considered 25 May 2016, with the Completion Date being 31 October 2016.

Observation

- Further, as per a letter dated 31 October 2016 sent by ITNL to EMSL, the contract duration of the work was extended to 31 December 2017, and the amount was revised to INR 18.88 crs. i.e. increase of 3.73 crs. However, no justification in the letter was provided for the said extension of time as well as the increase in contract amount.
- Thus, it appears unusual that extension of time and revision in contract amount was done without any justification.

Anomalies in the selection process for Toll Collection:

- As per MCAM dated 21 February 2018, WGEL had received proposals from SGMS Maintenance Services, EMSL, and NPS Facilities for Toll Auction Amount / Toll Collection Services for FY 2018-19.
- The following table provides the details of the quotes received from the said entities:

#	Agency Name	Date of Quote	Amount Quoted (INR in crs)	Remarks
1	NPS Facilities	14 February 2018	65.90	H2
2	SGMS Maintenance Services	17 February 2018	61.50	H3
3	EMSL	21 February 2018	71.00	H1

- From the above, it appears unusual that the quote received from EMSL was received last, i.e. after quotes from the other two entities were received.
- Further, on review of the MCAM of WGEL and COD minutes of EMSL, it appears that there was a potential conflict of interest in awarding the contract to EMSL as Dilip Bhatia and Mukund Sapre

formed a part of the approving authority for submission of O&M bid from EMSL as well as for accepting the said bid for WGEL.

- Additionally, as per the COD minutes of EMSL dated 21 February 2018, the proposal to submit the offer was inter-alia for enhancing EMSL's turnover and profits.
- Thus, based on the above-mentioned points, it appears that that the selection of EMSL as the O&M sub-contractor for the WGEL project was potentially pre-determined to assist EMSL in increasing turnover and profitability.

Loss in Toll Revenue of WGEL due to Toll Collection being sub-contracted to EMSL:

Background

- On review of the PIM, we noted that the projected toll revenue to be collected by WGEL for FY 2017-18 and FY 2018-19 amounted to INR 188.50 crs.
- On review of MCAM dated 21 February 2018, WGEL had authorized EMSL to collect Toll / User Fee for FY 2017-18 on behalf of WGEL, with EMSL paying WGEL a consideration of INR 65.50. Further, as per the Agreement dated 25 March 2018, a similar arrangement was entered into for FY 2018-19 with consideration being revised to INR 72.42 crs.

Observation

- Due to the above arrangement with EMSL, WGEL incurred potential losses on toll revenue as follows (INR in crs):

#	FY	Projected Toll Revenue as per PIM	Amount to be paid by EMSL to WGEL towards authority given to collect Toll / User Fee	Toll Revenue Loss to WGEL
1	2018-19	99.00	72.42	26.58
2	2017-18	89.50	65.50	24.00
Total		188.50	137.92	50.58

- Thus, based on the above-mentioned points, it appears that WGEL incurred a potential loss of INR 50.58 crs by subcontracting the toll collection activity to EMSL.

- **Responses from the representatives of the company:**

The contract was awarded to EMSL on BOQ basis for the overlay work of C2-Section. As there was delay in completion of the works extension was granted. The work was awarded on BOQ basis and the increase in cost was due to the increased quantities. There was no change in quoted unit rates of various items by EMSL.

GT Comments on the responses provided by the representatives of the company:

- The representatives of ITNL have not provided relevant supporting documentation justifying the extension/delay of the project. Further, the representatives of ITNL have not responded to the other points stated in the observations.

GT Assessment:

- Thus, our assessment remains unchanged that potential preferences were given in awarding O&M contracts to EMSL in order to increase its profitability.

4.5.3 Potential anomalies noted in obtaining quotations from EMSL for O&M of KSEL Project:

Background and Observation

- Based on our review of the Internal Audit report dated 24 May 2017 for the period 1 December 2016 to 31 March 2017, it was noted that an issue was highlighted by the internal auditor with respect to the quotation requested from O&M contractors concerning the bidding process for the operation and maintenance work of the KSEL project.
- As per the existing bidding process in place for receiving quotations from O&M contractors, there is a due date within which all the quotations shall be received. In exceptional cases due date can be extended, and any quotations received after the extended due date shall not be entertained.
- In the below-mentioned cases, the due dates for obtaining quotations from vendors were extended:

#	Vendor Name	Due Date	Extended Date	Date of receipt of Quote
1	Elsamex Maintenance Services Limited	09 January 2017	25 January 2017	02 February 2017
2	Skylark	09 January 2017	25 January 2017	20 January 2017
3	Markoline	09 January 2017	25 January 2017	20 January 2017

- From the above information, it can be noted that the quotations from third parties were obtained within the due date, but the quotation from EMSL was obtained after the extended due date.
- Further, the necessary approvals from the competent authority were not received, and the communications of extension of the due date were not documented. There were no approvals received from the competent authority, and the communications for the extension of the due date were not documented.
- Thus, it appears that EMSL was potentially favoured while obtaining quotations from the vendors.
- **Responses from the representatives of the company:**

The said delay & consideration of EMSL proposal was due to clarifications sought by EMSL in order to submit their final proposal. Hence, the same was considered. The bids were opened in the presence of BDU, Finance team of ITNL and SPV and O&M department. The contract was awarded on lowest cost basis after approval of the Management Committee.

GT Comments on the responses provided by the representatives of the company:

- We have not been provided with the data in regard to the clarification sought by EMSL and which justified the delayed submission of bids by EMSL. Further, we have not been provided with the

documentation which highlights that the bids were opened in the presence of BDU, the Finance team of ITNL and SPV, and the O&M department.

GT Assessment:

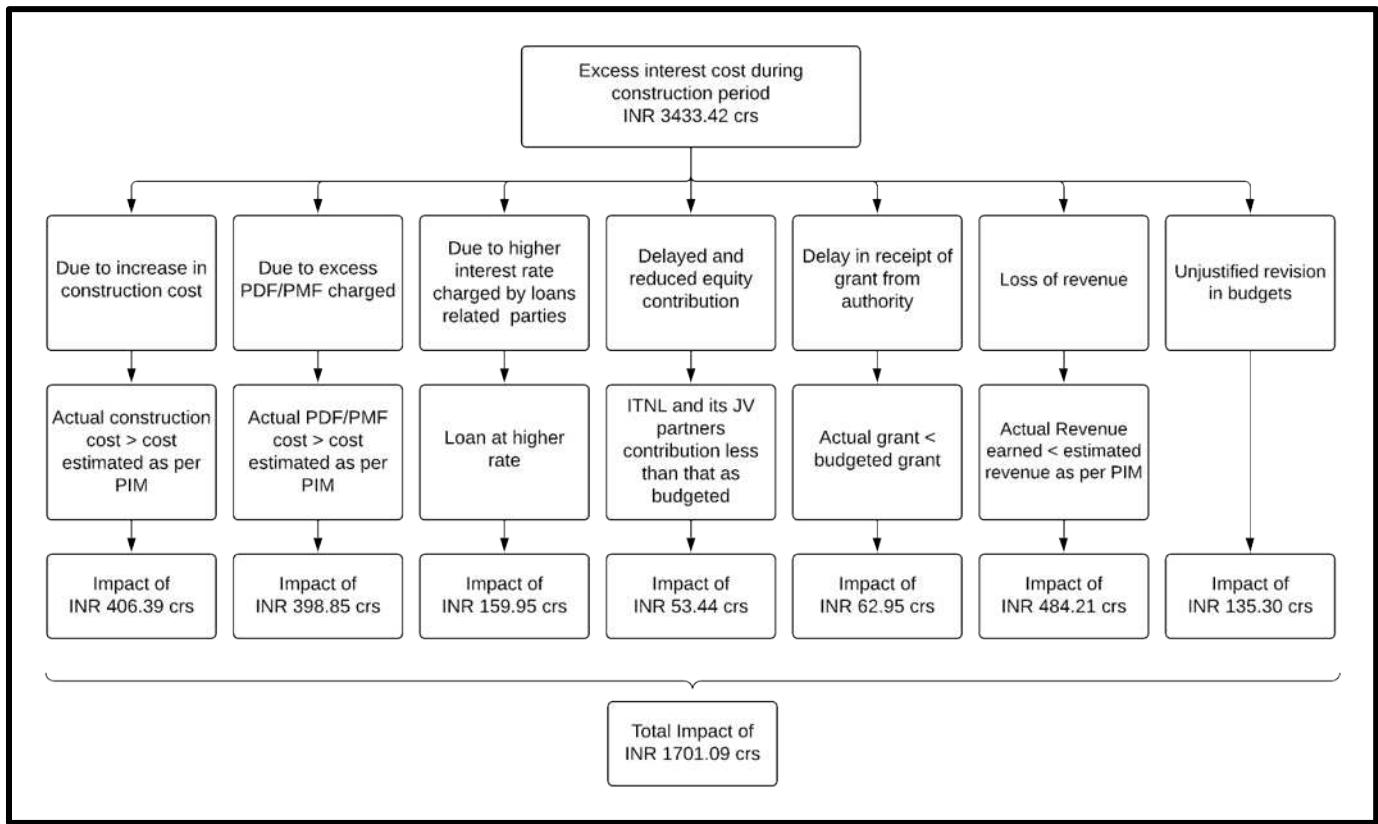
- Thus, our assessment remains unchanged that EMSL was potentially favoured while obtaining quotations from the vendors.

4.6 Potential issues with regard to excess interest cost on borrowings

Note - We were not provided with the majority of relevant supporting documentation and other critical data with regard to year-on-year borrowing details (including interest expense details) for SPVs of ITNL. This is based on the review of the limited information shared with us.

Background

- Diagrammatic presentation of potential reasons for cost overruns due to excess interest cost:



- Based on the email dated 17 November 2021, the data provided to us by the representatives of ITNL pertaining to the details of cost over-runs/savings of 23 SPVs as on 31 March 2018.
- On the review of the said data, it was noted that there were overruns in 16 SPVs (out of 23 SPVs), amounting to INR 3,484.52 crs due to excess interest cost. Further, it was noted that in the case of 07 SPVs, there were savings in the interest cost amounting to INR 129.89 crs. Hence, there were net cost overruns due to excess interest cost of INR 3,433.42 crs (INR 3,563.31 crs – INR 129.89 crs).
- Further, it was noted that interest cost overruns of INR 3,433.42 crs were one of the significant components of project cost overruns contributing 42% of the total project cost overruns (after adjustment of cost savings) of INR 8,077.36 crs.

- On further review, we noted that the following factors were the potential reasons for cost overruns due to excess interest cost in SPVs:
 - **Construction cost incurred in excess of the budgets:**
 - Significant variations were noted in the cost estimated per the PIM vis-à-vis the actual cost incurred during the construction period.
 - The increase in actual construction cost over and above the budgeted construction cost per the PIM potentially led to an increase in borrowings by SPVs from the third/related parties, which further led to an increase in interest cost.
 - **PDF / PMF charged by ITNL from the SPVs in excess of the budgets:**
 - PDF and PMF charged by ITNL in excess of the budgeted amount led to an increase in the borrowings taken by the SPVs to pay the fees charged by ITNL.
 - Eventually, this contributed towards an increase in the interest cost during the construction period, further leading to cost overruns.
 - **Loans taken from related parties at interest rates higher than the rate at which funds were borrowed from Banks & Financial Institutions:**
 - It was noted that several SPVs had availed loans from the IL&FS group companies at rates higher than the interest rate at which funds were borrowed from the Banks & Financial Institutions, thereby leading to an increase in interest cost.
 - **Delayed and/or reduced equity contribution from the Sponsors:**
 - It was noted that there was considerable delay in equity contributed in the SPVs by the sponsors / joint venture partners.
 - Further, it was noted that ITNL and/or its joint venture partners had contributed less equity as compared to the PIM in a few instances.
 - The delayed and reduced equity contribution led to an increase in borrowings, thereby leading to an increase in the interest cost.
 - **Delay in receipt of a grant from the authority:**
 - During our review, we noted that there was substantial variation in the grant actually received by SPV of ITNL against the grant budget scheduled to be received, as per the PIM.
 - It appears that the shortfall in the grant actually received as against the grant budgeted to be received was one of the potential reasons which led to an increase in the interest cost.
 - **Loss of revenue:**

- It was noted that revenue earned by SPVs was significantly less than the revenue budgeted as per PIM.
- This led to increased borrowings to manage project expenses, consequently leading to excess interest expense and cost overruns.
- **Unjustified revision in interest cost budgeted:**
 - During our review, we noted that there was a revision in the interest cost initially budgeted as per the PIM in KSEL.
 - Further, it potentially appeared that there was no proper justification for the above revision. This was one of the potential reasons that led to an increase in the interest cost.
- The below table provides the summary of cost overruns in 16 SPVs (out of 23 SPVs) amounting to INR 3,563.31 crs due to excess IDC (INR in crs):

#	Name of the SPV	(A)	(B)	(C= A*B)	(D)	(E= D-C)	(F)	(G= E/F)
		Budgeted IDC cost	% of project completion	Proportionate Budgeted IDC	Actual IDC Cost	IDC Cost Overruns	Total Project Cost Overrun	% of Project cost overrun
1	CNTL	674.93	100%	674.93	1,612.71	937.79	1,563.31	59.99%
2	MBEL	114.65	100%	114.65	741.81	627.16	1,084.90	57.81%
3	KSEL	54.30	82%	44.53	367.87	323.34	910.04	35.53%
4	KNCEL	167.54	63%	105.55	412.11	306.56	844.74	36.29%
5	PSRDCL	90.10	100%	90.10	385.53	295.43	748.46	39.47%
6	JSEL	101.78	100%	101.78	305.65	203.87	663.25	30.74%
7	BAEL	130.33	80%	103.61	448.24	344.63	566.65	60.82%
8	JRPICL	209.08	100%	209.08	431.10	222.02	410.73	54.06%
9	HREL	74.38	100%	74.38	117.79	43.41	291.93	14.87%
10	MPBCDCL	121.32	81%	97.99	152.06	54.07	251.49	21.50%
11	SBHL	45.01	100%	45.01	117.58	72.57	66.01	109.94%
12	BKEL	59.05	100%	59.05	83.83	24.78	65.71	37.70%
13	KSFL	37.00	100%	37.00	74.00	37.00	57.00	64.91%
14	EHEL	49.05	100%	49.05	70.02	20.97	44.93	46.68%
15	FSEL	93.25	58%	54.09	63.66	9.58	26.69	35.87%
16	TRDCL	35.42	100%	35.42	75.56	40.14	8.36	480.00%
		Total		1,896.20	5,459.51	3,563.31	7,604.21	46.86%

- The below table provides a summary of excess interest cost incurred by SPVs due to construction cost overruns, PDF/PMF overruns, interest on loan facilities, etc. (INR in crs):

#	Name of Entity	Excess Construction Cost	Excess PDF/PMF	Loss of Revenue	Delay in Grant	Delay in Equity Contribution	Unjustified Revision in Budgets	Excess Interest charged by Related Parties	Unidentified components ⁵²	Total
1	CNTL	128.14	17.70	117.16	-	-	-	33.31	641.47	937.79
2	KSEL	103.05	16.92	18.54	-	-	135.30	-	49.53	323.34
3	BAEL	0	147.00	93.77	-	32.32	-	-	11.52	284.61
4	PSRDCL	93.87	71.95	45.91	-	-	-	36.39	47.31	295.43
5	MBEL	32.76	26.71	79.28	62.95	-	-	23.31	402.15	627.16
6	JSEL	26.99	4.98	28.71	-	-	-	9.89	133.30	203.87
7	KNCEL	21.58	50.72	36.26	-	-	-	-	198.00	306.56
8	BKEL	-	12.02	39.38	-	-	-	3.61	-30.23	24.78
9	SBHL	-	25.07	25.20	-	-	-	-	22.30	72.57
10	JRPICL	-	-	-	-	-	-	45.61	176.41	222.02
11	HREL	-	25.78	-	-	3.82	-	-	13.81	43.41
12	MPBCDCL	-	-	-	-	17.30	-	7.83	28.66	53.79
13	TRDCL	-	-	-	-	-	-	-	58.70 ⁵³	58.70
14	EHEL	-	-	-	-	-	-	-	20.97 ⁵⁴	20.97
15	FSEL	-	-	-	-	-	-	-	9.52 ⁵⁵	9.52
Total		406.39	398.85	484.21	62.95	53.44	135.30	159.95	1,783.43	3,484.52

- Out of total cost overruns of INR 3,484.52 crs due to excess interest cost, cost overruns of INR 1,701.09 crs (INR 3,484.52 crs –INR 1,783.43 crs, i.e. unidentified components) were incurred by SPVs due to the above-mentioned components.
- The below-mentioned assumptions have been taken into consideration while performing our computations:

⁵² Unidentified components are those factors for cost overruns due to excess interest cost in SPVs which we are unable to ascertain in our computations due to data limitation which is referred to in Section 1 titled ‘Limitations with regards to data shared’.

⁵³ Data pertaining to year on year construction cost incurred as not made available for our review.

⁵⁴ Data pertaining to PIM is not made available for our review.

⁵⁵ Data pertaining to year on year budgeted construction cost was not made available for our review.

- The cost overruns in SPVs are assumed to have been funded as per the original funding ratio of debt and equity as mentioned in the PIM (resulting in cost overruns of INR 1,830.05 crs). In case the cost overruns are assumed to be funded by ITNL in the form of loans and advances to SPVs, the excess interest cost as per our computation would have been INR 2,189.19 crs.
- The cost overruns are assumed to have been funded at the rate mentioned in the common loan agreement of the SPVs. Data pertaining to loans and advances availed by SPVs for funding the cost overruns in the projects was not made available for our review.
- It was noted that in the case of certain projects, the start date of the project was delayed from the original schedule due to various reasons. The year-on-year comparison of actual cost with budgeted cost has been made from the year when actual cost started incurring instead of the year of the start of the project as per the original schedule.

- The detailed SPV wise computations are provided in subsequent pages.
- Further, certain SPVs do not form part of the workings under this section on account of the following reasons:

#	Name of the SPV	Reason
1	TRDCL	Data pertaining to year-on-year construction cost incurred during construction is not made available for our review.
2	EHEL	Data pertaining to PIM is not made available for our review.
3	KSFL	Data pertaining to year-on-year construction cost incurred is not available for our review.
4	WGEL	There were no cost overruns due to excess interest costs.
5	GRBDCL	
6	NKEL	
7	IRIDCL	
8	ACEL	

- Responses from the representatives of the company:**

Construction cost incurred in excess of the budget:

In most of the cases, due to right of way not made available by the Authority, there was time overrun and ultimately cost overrun, for which claims had been filed with the Authority.

The time overrun was also accepted by the Authority and hence they also approved the Extension of Time (EOT).

SPV	EOT
CNTL	231 days approved
KSEL	366 days (approved by NHAI) + 685 days recommended by PIU, NHAI
BAEL	15+15 months recommended by RO, NHAI
PSRDCL	736 days approved by NHAI
MBEL	739 days approved by NHAI
JSEL	463 days recommended by IE
KNCEL	883 days recommended by RO, NHAI
MPBCDCL	49 months

PDF / PMF charged by ITNL from the SPVs in excess of the budgets

In respect of PSRDCL & BAEL, though separate PDF & PMF cost was not disclosed in PIM, those were the part of the overall development cost considered in PIM.

Based on requirement of project, the services were provided by ITNL from time to time. These were approved by ED / MD. Though no written specific approval from ED / MD on the records, there were emails communication where this matter was noted by them

Loans taken from related parties at higher interest rates than senior lenders

1. Senior loans were secured
2. Loans availed from related parties were un-secured and availed at short notice.
3. The loans taken from related party were not covered by termination payment liability of NHAI and hence were in the nature of quasi equity
4. They were available on Tap as and when needed by the SPVs
5. These loans were not rated and hence carry much higher risk.
6. These lenders were not part of consortium and hence have no say in the operations of the SPVs
7. The ROI levied were within the approved RPT policy and frame-work for Company as well as for the Group Co
8. As per agreement with Senior Lenders, Sponsor was responsible for arranging funds in case of cost overrun. There was no requirement of pre-approval from senior lenders

Delayed and reduced equity Contribution from the Sponsor

1. The equity and loans were the means of finance to the project.
2. There was predetermined debt/equity ratio for any project as per financial closure
3. Loans from senior lenders were drawn-down based on this debt/equity ratio
4. Equity and loan were availed by SPV based on the progress of construction
5. In case of HREL, there was delay in equity funding by JV partner viz. PLL.
6. Though there was delay by JV partner, the project was completed before SPCD and claimed bonus from NHAI
7. In case of BAEL, the equity funding was done based on the progress of the construction. Apart from Equity funding, ITNL had funded Rs 664 cr of sub-debt before drawn down from senior lenders

Delay in receipt of grant

Grant had been disbursed by NHAI based on the construction progress and disbursement of senior debt. There was certain delay in receipt of grant in MBEL due to procedural aspect at NHAI

Loss of Revenue (Toll Lower revenue compared to PIM)

During the course of finalisation of model and PIM for the project, traffic study report from independent consultant was obtained. Lenders also carried their own independent analysis of traffic on project road before sanctioning the loans.

The PIM numbers projections were done atleast 3-4 years before the project gets operational and toll revenue starts. During this large time gaps significant developments / changes had taken place resulting in actual revenue being lower than projection. Further, the estimates werer based on various factors which changed during the period project was being built and became operational.

The reasons for lower traffic compared to PIM were as under:

1. *Loss of toll was observed on various roads due to detours and alternate routes. Due to availability of Toll-free Alternate roads and due to initial resistance to payment of toll diversion were observed on some of the roads.*
2. *Economic slowdown in recent past also attributed for less traffic on the project roads.*
3. *In some of the projects, slowdown in mining activities also impacted the Traffic Growth.*
4. *The recent growth trend in trucks also impacted the overall vehicles on various roads, the 2-Axle and 3-Axle trucks were replaced by MAV's the decrease in number of 2-Axle and 3-Axle was higher whereas the increase in number of MAVs was not in same number due to higher load carrying capacity.*
5. *The actual WPI growth was less as compared to projections and even negative in two years. i.e 2015 and 2016 leading to lower growth in toll rates as compared to assumed/estimated WPI growth of 5 to 7%.*
6. *Actual % age of exemptions also increased as compared to original estimates due to local users demand as well resistance from local residents*
7. *Due to ongoing improvements of Road Network by Central Government and State Government traffic pattern changed which impacted the traffic growth on the various roads.*
8. *The growth projections generally arrived based on Transport Demand Elasticity arrived based on the correlation between Vehicle Registration growth and Economic Growth of Project Influence Areas*

In case of annuity project the loss of annuity happened in CNTL & JSEL

1. In case of JSEL there was loss of initial four annuities, for which claim was filed with NHAI
2. NHAI approved and paid the loss of such annuity along with interest
3. Assessment of auditors in case of CNTL is incorrect

Considering extension of time, the loss of annuity was Rs 101 cr Vs Rs 952 cr as mentioned.

Unidentified components

The analysis provided is incomplete. The auditors have not analysed the impact of variation in rate of interest, timing of borrowings compared to PIM which were the two major reasons for additional IDC

YoY CWIP data not provided: TRDCL/EHEL/MPBCDCL/JRPICL

1. These projects were completed prior to review period
2. This was never highlighted in pending list data
3. Can be compiled and provided

GT Comments on the responses provided by the representatives of the company:

- Construction cost incurred in excess of the budget - Irrespective of time overruns, the SPVs have suffered cost overruns as well. Based on responses provided by the representatives of ITNL, the time overrun is compensated with the approval of an extension of time. Yet, the fact remains that there was constant cost overrun, leading to an increase in IDC.
- PDF / PMF charged by ITNL from the SPVs in excess of the budgets - Please refer to 'section 4.2' for GT Comments.
- Loans taken from related parties at higher interest rates than senior lenders - All the factors mentioned above are valid. However, the fact remains that loans availed at a higher rate of interest lead to an increase in IDC.
- Delayed and reduced equity Contribution from the Sponsor - The delay highlighted by the representatives of ITNL had led to an increase in IDC by INR 54 crs.
- Delay in receipt of the grant - The delay highlighted by the representatives of ITNL had led to an increase in IDC.
- Loss of Revenue (Toll Lower revenue compared to PIM) - In each project mismatch between the revenue estimated in the PIM and the revenue actually earned was noted. Further, the same phenomenon has been noted from 2009 to 2018 projects.

- In the case of an annuity project, the loss of annuity happened in CNTL & JSEL - It is unusual to note that these reasons are applicable on all SPVs. Further, all the SPVs have reported huge variations between PIM and actuals.

GT assessment:

- As per the response provided by the representative of ITNL, it is noted that apart from the reasons identified by us, there were additional reasons due to which interest cost overruns was incurred. Further, it is important to note that based on our assumption as well as procedures performed to the best extent possible, we have tried to identify the reasons for the cost overrun, which is over and above the reasons provided by the representatives of ITNL. Further, the fact remains unchanged that there were excess interest cost overruns. Thus, over observations remains unchanged.

4.6.1 Chenani Nashri Tunnelway Limited ('CNTL')

- Excess construction cost and PDF / PMF charged⁵⁶ (INR in crs):

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
Actual Construction Cost + Actual PDF/PMF actually charged by ITNL (A)	458.95	553.60	671.96	386.93	254.54	544.68	684.67	3,555.33
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	364.42	208.24	674.04	591.84	564.44	583.62	-	2,986.60
Excess Construction Cost + PDF/PMF actually charged by ITNL [A-B] (C)	94.53	345.36	(2.08)	(204.91)	(309.90)	(38.94)	684.67	568.73
Debt Portion as per PIM (D)	90%	90%	90%	90%	90%	90%	90%	
Proportionate Excess Construction Cost and PDF/PMF charged corresponding to the debt portion (E) [C*D]	85.08	310.82	(1.87)	(204.91)	(309.90)	(35.05)	616.20	
Interest Rate as per the Common Loan Agreement (F)	10.25%	10.25%	10.25%	10.25%	10.25%	10.25%	10.25%	
Numbers of years for compounding (G)	7	6	5	4	3	2	1	
Excess Interest cost on account of Excess Construction Cost and PDF/PMF charged (E*F*G)	61.04	191.16	(0.96)	(75.61)	(85.76)	(7.18)	63.16	145.84

⁵⁶The excess interest cost on account of construction cost and PDF / PMF charged has been considered on totality on account of unavailability of the requisite data.

- Excess Interest cost incurred on loans availed from related parties (INR in crs):

#	Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G]
1	GIMCO	30-Sep-16	135.00	16.75%	10.25%	31-Mar-17	183	6.50%	4.40
2	IAL	28-Aug-17	83.60	16.00%	10.25%	27-Mar-18	212	5.75%	2.79
3	IAL	28-Aug-17	69.40	16.00%	10.25%	28-Mar-18	213	5.75%	2.33
4	ILFS Limited	30-Dec-17	525.00	16.00%	10.25%	31-Mar-18	92	5.75%	7.61
5	Livia	31-Dec-16	200.00	16.50%	10.25%	28-Aug-17	241	6.25%	8.25
6	NLPCL	30-Sep-16	113.00	16.25%	10.25%	31-Mar-17	183	6.00%	3.40
7	NLPCL	30-Sep-16	27.00	16.25%	10.25%	28-Mar-18	545	6.00%	2.42
8	RBEL	29-Sep-17	20.00	16.25%	10.25%	27-Mar-18	180	6.00%	0.59
9	Tierra	30-Sep-16	55.00	15.75%	10.25%	31-Mar-17	183	5.50%	1.52
Total			1,228.00						33.31

- Excess Interest cost incurred due to loss of revenue (INR in crs):

Particulars	FY 2015-16	FY 2016-17	Total
Annuity Income expected as per PIM (A)	317.52	635.04	952.56
Annuity Income actually received (B)	-	-	-
Loss of revenue due to delay in completion of the project (C) (A-B)	317.52	635.04	952.56
Debt portion as per Debt Equity Ratio (D)	90%	90%	
Proportionate revenue loss corresponding to the debt portion (C*D) (E)	285.77	571.54	857.30
Interest Rate as per the Common Loan Agreement (F)	10.25%	10.25%	
Numbers of years for compounding (G)	2	1	
Excess Interest cost on account of the loss of revenue (E*F*G)	58.58	58.58	117.16

4.6.2 Moradabad Bareilly Expressway Limited ('MBEL')

- Increase in construction cost (INR in crs):

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
Actual Construction Cost (A)	380.96	415.37	492.35	257.35	651.74	-	12.47	2,210.25 ⁵⁷
Less: Budgeted Construction Cost (B)	341.90	427.38	940.23	-	-	-	-	1,709.51
Excess Construction Cost [A-B] (C)	39.06	(12.01)	(447.88)	257.35	651.74	-	12.47	500.74
Debt Portion as per PIM (D)	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	
Proportionate Excess Construction Cost corresponding to the debt portion (E) [C*D]	25.97	(7.98)	(297.75)	171.09	433.28	-	8.29	
Interest Rate as per the Common Loan Agreement (F)	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	
Numbers of years for compounding (G)	6	5	4	3	2	1	-	
Excess Interest cost on account of Excess Construction Cost (E*F*G)	16.75	(4.29)	(128.03)	55.18	93.15	-	-	32.76

⁵⁷The actual construction cost excludes an amount of INR 32.25 crs on account of a NHAI change in scope order. The details of the said order were not made available for our review.

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2009- 10	FY 2010- 11	FY 2011- 12	FY 2012- 13	FY 2013- 14	FY 2014- 15	FY 2015- 16	Total
Actual PDF/PMF actually charged by ITNL (A)	103.96	24.62	20.10	13.26	13.26	9.15	-	185.14
Less: Budgeted PDF/PMF actually charged by ITNL (B)	-	61.21	46.76	28.07	-	-	-	136.04
Excess PDF/PMF actually charged by ITNL [A-B] (C)	103.96	(36.59)	(26.66)	(14.81)	13.26	9.15	-	42.30
Debt Portion as per PIM (D)	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	69.11	(24.33)	(17.72)	(9.85)	8.82	6.08	-	28.12
Interest Rate as per the Common Loan Agreement (F)	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	
Numbers of years for compounding (G)	7	6	5	4	3	2	1	
Excess Interest cost on account of PDF/PMF charged (E*F*G)	52.01	(15.69)	(9.53)	(4.23)	2.84	1.31	-	26.71

- Delay in receipt of grant (INR in crs):

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2014-15	FY 2015-16	Total
Actual Grant received (A)	-	194.99	312.32	407.96	438.72	444.32	444.32		
Budgeted Grant received as per PIM (B)	52.38	180.65	443.32	443.32	443.32	443.32	443.32	443.32	
Difference [A-B] (C)	52.38	(14.34)	131	35.36	4.60	1			-
Debt portion as per Debt Equity Ratio (D)	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	
Deficit due to loss of grant charged on debt portion (E) [C*D]	34.82	(9.53)	87.09	23.51	3.06	0.66	138.28		
Interest Rate as per Common Loan Agreement (F)	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	-
Numbers of years for compounding (G)	6	5	4	3	2	1			-
Excess Interest cost due to delay in receipt of grant from the authority (E*F*G)	22.46	(5.12)	37.45	7.58	0.66	-0.07	62.95		

- Excess interest cost incurred due to loss of revenue (INR in crs):

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	-	-	25.04	212.03	234.96	262.33	288.51	320.50	1343.37
Actual Toll Revenue earned (B)	0.64	11.38	13.72	14.29	45.88	169.62	168.81	196.71	621.05
Difference in toll revenue [A-B] (C)	-0.64	-11.38	11.32	197.74	189.08	92.71	119.70	123.79	722.32
Debt portion as per Debt Equity Ratio (D)	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	66.48%	

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Interest Rate as per Common Loan Agreement (E)	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	
Number of Years of compounding (F)	6	5	4	3	2	1			
Excess Interest cost due to shortfall in toll revenue (C*D*E*F)	-	-	3.24	42.40	27.03	6.63	-	-	79.28

- Excess interest cost incurred on loans availed from related parties (INR in crs):

#	Related Party	Date	Loan Amount (INR in Crs)	Interest Rate	Interest Rate as per CLA	Excess Interest Charged	Date Repayment	No of Days of Loan	Amount of Interest
1	IL&FS Limited	30-Jul-15	200	16%	10.75%	2.70%	30-Sep-15	63	0.93
		02-Aug-15	230	16%	10.75%	2.75%	30-Sep-15	35	0.61
		22-Jan-16	98.75	16%	10.75%	2.70%	30-Mar-16	69	0.50
		22-Jan-16	1.25	16%	10.75%	2.70%	31-Mar-16	70	0.01
		29-Sep-17	382.15	16%	10.75%	3.05%	30-Dec-17	93	2.97
		29-Sep-17	117.85	16%	10.75%	3.05%	18-Jan-18	112	1.10
		29-Sep-17	90	16%	10.75%	3.05%	24-Jan-18	118	0.89
2	IFIN	28-Oct-16	62.5	15%	10.75%	1.79%	31-Mar-17	155	0.48
		28-Oct-16	77.5	15%	10.75%	1.79%	Outstanding	519	1.97
		30-Jun-17	152.5	16%	10.75%	2.75%	Outstanding	274	3.15

#	Related Party	Date	Loan Amount (INR in Crs)	Interest Rate	Interest Rate as per CLA	Excess Interest Charged	Date Repayment	No of Days of Loan	Amount of Interest
3	Apptex Marketing	28-Sep-16	21	16%	10.75%	2.40%	24-Mar-17	178	0.25
4	SCOL	30-Sep-16	118	16%	10.75%	2.65%	30-Jun-17	274	2.35
		30-Sep-16	17	17%	10.75%	2.90%	30-Jun-17	274	0.37
		29-Aug-17	75	16%	10.75%	2.70%	Outstanding	214	1.19
5	RMGSL	30-Mar-16	98.75	16%	10.75%	2.95%	31-Mar-17	367	2.93
6	BEGL	31-Dec-16	75	17%	10.75%	3.20%	29-Aug-17	242	1.59
		31-Dec-16	24	17%	10.75%	3.20%	Outstanding	455	0.96
7	UWPCL	30-Sep-16	100	16%	10.75%	2.15%	31-Mar-17	183	1.08
	Total		1,941.25						23.31

4.6.3 Khed Sinnar Expressway Limited ('KSEL')

- Excess construction cost and PDF/PMF⁵⁸ (INR in crs):

Particulars	FY 2013- 14	FY 2014- 15	FY 2015- 16	FY 2016- 17	FY 2017- 18	Total
Actual Construction Cost + Actual PDF/PMF actually charged by ITNL (A)	377.08	423.44	592.94	534.68	68.08	1,996.22
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	27.35	233.54	855.52	668.59	-	1,785.00
Excess Construction Cost + PDF/PMF actually charged by ITNL [A-B] (C)	349.73	189.90	(262.59)	(133.91)	68.08	211.22
Debt Portion as per PIM (D)	65.74%	65.74%	65.74%	65.74%	65.74%	
Proportionate Excess Construction Cost and PDF/PMF charged corresponding to the debt portion (E) [C*D]	229.92	124.84	(172.63)	(88.03)	44.76	138.86
Interest Rate as per the Common Loan Agreement (F)	12%	12%	12%	12%	12%	
Numbers of years for compounding (G)	5	4	3	2	1	
Excess Interest cost on account of Excess Construction Cost and PDF/PMF charged (E*F*G)	137.95	59.92	(62.15)	(21.13)	5.37	119.97

⁵⁸ The excess interest cost on account of construction cost and PDF / PMF has been considered on totality on account of unavailability of the requisite data.

- Excess Interest cost incurred due to loss of revenue (INR in crs):

Particulars	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	6.82	61.73	68.55
Actual Toll Revenue earned (B)	83.77	142.84	226.61
Difference in toll revenue (C) (A - B)	76.95	81.11	158.06
Debt portion as per Debt Equity Ratio (D)	65.74%	65.74%	
Interest Rate as per CLA (E)	12.00%	12.00%	
Number of Years of compounding (F)	2	1	-
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	12.14	6.40	18.54

- Increase in interest due to unjustified revision in budgets in KSEL
- During our review, we identified an email dated 03 March 2014 sent by Vinay Nambiar to Sreelal K wherein he had forwarded a letter dated 06 February 2014 sent by NHAI to KSEL.
- It was noted that in the said letter, NHAI had mentioned that KSEL achieved its financial closure on 28 January 2014 with a delay of 85 days.
- Further, our review of the PIM dated August 2015 indicated that the lead bank was changed from Yes Bank to IDBI Bank.
- We also noted that the interest cost was initially estimated at INR 189.60 crs in the PIM, later revised to INR 54.30 crs. Further, we noted that there was no justification given for the said reduction of INR 135.30 crs.
- Further, we also noted that against total over-runs in IDC of INR 323.34 crs, the overruns on explainable components amounted to INR 138.51 crs. The below table summarizes the same:

Components causing over-runs in IDC	Amount (INR in crs)
Excess expenditure incurred during construction due to variation in the actual cost incurred vis-à-vis the cost estimated in the PIM	103.05
Excess Project Management Fees and Project Development Fees charged	16.92
Shortfall of Toll Revenue	18.54
Total Overruns in IDC	138.51

- Thus, it potentially appears that:
 - There is no proper justification for the above revision; and
 - The unidentified component of INR 184.83 crs (INR 323.34 crs – INR 138.51 crs) on account of interest cost overruns in KSEL includes the above revision of INR 135.30 crs.

4.6.4 Jharkhand Road Projects Implementation Company Limited ('JRPICL')

- Loans taken from Related Parties (INR in crs):

Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G]
IL&FS Limited	11-Sep-15	150.00	16.25%	11.00%	18-Jan-16	130	5.25%	2.80
IL&FS Limited	11-Sep-15	5.70	16.25%	11.00%	20-Jan-16	132	5.25%	0.11
IL&FS Limited	25-Jan-16	110.00	16.25%	11.00%	30-Mar-16	66	5.25%	1.04
ILFS Limited	25-Jan-16	40.00	16.00%	11.00%	31-Mar-16	67	5.00%	0.37
Nana Layja Power Company Limited	28-Jun-16	75.00	16.00%	11.00%	21-Apr-17	298	5.00%	3.06
IL&FS Airport Limited	29-Jun-16	60.00	16.00%	11.00%	31-Mar-17	276	5.00%	2.27
IFIN	25-Mar-14	155.70	15.00%	11.00%	29-Sep-15	554	4.00%	9.45
IFIN	29-Apr-14	120.00	15.00%	11.00%	27-Oct-14	182	4.00%	2.39
IFIN	30-Oct-14	120.00	15.00%	11.00%	23-Oct-15	359	4.00%	4.72
IFIN	05-Nov-14	7.25	15.00%	11.00%	28-Oct-15	358	4.00%	0.28
IFIN	29-Sep-15	156.00	15.00%	11.00%	03-Nov-16	402	4.00%	6.87
IFIN	28-Oct-15	53.00	15.00%	11.00%	03-Nov-16	373	4.00%	2.17
IFIN	29-Oct-15	49.50	15.00%	11.00%	03-Nov-16	372	4.00%	2.02
IFIN	27-Oct-15	75.00	15.00%	11.00%	31-Mar-17	522	4.00%	4.29
IFIN	08-Nov-16	70.00	15.00%	11.00%	31-Mar-17	144	4.00%	1.10
IFIN	17-Nov-16	75.00	15.00%	11.00%	31-Mar-17	135	4.00%	1.11
IFIN	25-Nov-16	20.00	15.00%	11.00%	31-Mar-17	127	4.00%	0.28
IFIN	28-Nov-16	93.00	15.00%	11.00%	31-Mar-17	124	4.00%	1.26
Total		1,435.15						45.61

4.6.5 Pune Sholapur Road Development Company Limited ('PSRDCL')

- Increase in construction cost (INR in crs):

Particulars	FY 2009- 10	FY 2010- 11	FY 2011-12	FY 2012- 13	FY 2013- 14	FY 2014- 15	FY 2015- 16	Total
Actual Construction Cost (A)	60.08	208.27	400.51	132.17	339.09	64.43	270.10	1,484.81 ⁵⁹
Less: Budgeted Construction Cost (B)	85.52	296.46	570.10	188.13	-	-	-	1,140.20
Excess Construction Cost [A-B] (C)	(25.44)	(88.19)	(169.59)	612.89	339.09	64.43	270.10	344.61
Debt Portion as per PIM (D)	68.28%	68.28%	68.28%	68.28%	68.28%	68.28%	68.28%	
Proportionate Excess Construction Cost corresponding to the debt portion (E) [C*D]	(17.37)	(60.22)	(115.80)	418.48	231.53	43.99	184.42	
Interest Rate as per the Common Loan Agreement (F)	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	
Numbers of years for compounding (G)	6	5	4	3	2	1	-	
Excess Interest cost on account of Excess Construction Cost (E*F*G)	(10.94)	(31.61)	(48.63)	131.82	48.62	4.62	-	93.87

⁵⁹ Based on the information shared with us by the representatives of ITNL, there was a difference of INR 10.17 crs in the actual construction cost as per the data provided to us and the detailed workings.

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2009- 10	FY 2010- 11	FY 2011- 12	FY 2012- 13	FY 2013- 14	FY 2014- 15	Total
Actual PDF/PMF actually charged by ITNL (A)	221.21	34.96	34.96	21.57	5.00	-	317.70
Less: Budgeted PDF/PMF actually charged by ITNL (B)	63.05	66.95	-	-	-	-	130.00
Excess PDF/PMF actually charged by ITNL [A-B] (C)	158.16	(31.99)	34.96	21.57	5.00	-	187.70
Debt Portion as per PIM (D)	68.28%	68.28%	68.28%	68.28%	68.28%	68.28%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	107.99	(21.84)	23.87	14.73	3.41	-	
Interest Rate as per the Common Loan Agreement (F)	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	
Numbers of years for compounding (G)	6	5	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	68.03	(11.47)	10.03	4.64	0.72	-	71.95

- Excess interest cost incurred on loans availed from related parties to repay loans borrowed from ITNL (INR in crs):

Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G]
IL&FS	24-Sep-15	50.00	16.00%	10.50%	14-Jan-16	113	5.50%	0.85
IL&FS	20-Jan-16	100.00	16.00%	10.50%	31-Mar-16	72	5.50%	1.08
IL&FS	31-Dec-16	290.00	16.60%	10.50%	30-Mar-17	90	6.10%	4.36
IL&FS	31-Dec-16	31.00	16.60%	10.50%	20-Apr-17	111	6.10%	0.58
IL&FS	30-Dec-17	250.00	16.00%	10.50%	Outstanding	91	5.50%	3.43
IFIN	23-Sep-16	34.00	15.50%	10.50%	09-Mar-17	168	5.00%	0.78
IFIN	20-Apr-17	100.00	15.00%	10.50%	Outstanding	345	4.50%	4.25
IFIN	21-Apr-17	171.55	15.00%	10.50%	Outstanding	344	4.50%	7.28
IL&FS Cluster	27-Sep-16	29.00	16.00%	10.50%	31-Jul-17	308	5.50%	1.35
IL&FS Cluster	03-May-17	22.00	16.00%	10.50%	05-May-17	3	5.50%	0.01
IL&FS Cluster	03-May-17	16.75	16.00%	10.50%	12-May-17	10	5.50%	0.03
IL&FS Cluster	03-May-17	81.25	16.00%	10.50%	Outstanding	332	5.50%	4.06
IL&FS Airport Limited	29-Sep-16	80.00	15.50%	10.50%	31-Mar-17	184	5.00%	2.02
RMGSL	31-Mar-16	100.00	15.50%	10.50%	31-Mar-17	366	5.00%	5.01
Sabarmati Capital One Ltd	29-Sep-17	52.00	15.50%	10.50%	Outstanding	183	5.00%	1.30
Total		1,407.55						36.39

- Excess interest cost incurred due to loss of revenue (INR in crs):

Particulars	FY 2012-13	FY 2013-14	FY 2014-15	Total
Toll Revenue as per PIM (A)	105.00	153.00	165.00	423.00
Actual Toll Revenue earned (B)	-	37.00	71.70	108.70
Difference in toll revenue (C) (A - B)	105.00	116	93.30	314.30
Debt portion as per Debt Equity Ratio (D)	68.28%	68.28%	68.28%	
Excess PDF/PMF charged on debt portion (C*D) (E)	71.69	78.52	51.89	
Interest Rate as per CLA (E)	10.50%	10.50%	10.50%	
Number of Years of compounding (F)	3	2	1	
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	22.58	16.63	6.69	45.91

4.6.6 Kiratpur Ner Chowk Expressway Limited ('KNCEL')

- Increase in construction cost and PDF/PMF fees⁶⁰ (INR in crs):

Particulars	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Actual PDF/PMF actually charged by ITNL (A)	34.37	68.73	-	40.00	22.80	13.23	35.18	234.53
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	-	-	-	22.05	38.85	33.87	-	94.77
Excess PDF/PMF actually charged by ITNL [A-B] (C)	34.37	68.73	-	17.95	(16.05)	(20.64)	35.18	119.54
Debt Portion as per PIM (D)	64.38%	64.38%	64.38%	64.38%	64.38%	64.38%	64.38%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	22.13	44.25	-	11.56	(10.33)	(13.29)	22.65	76.96
Interest Rate as per the Common Loan Agreement (F)	11.75%	11.75%	11.75%	11.75%	11.75%	11.75%	11.75%	
Numbers of years for compounding (G)	7	6	5	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	18.20	31.20	-	5.43	3.64	3.12	2.66	50.72

⁶⁰ Note: Borrowings were availed in 2014-15

- Excess interest expenditure incurred during construction due to increase in construction cost (INR in crs):

Particulars	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Actual Construction Cost (A)	297.50	228.44	382.57	499.98	147.17	1,555.67
Less: Budgeted Construction Cost (B)	248.04	372.06	467.46	140.03	-	1,227.59
Excess Construction Cost [A-B] (C)	49.46	(143.62)	(84.89)	359.95	147.17	328.08
Debt Portion as per PIM (D)	64.38%	64.38%	64.38%	64.38%	64.38%	
Proportionate Excess Construction Cost corresponding to the debt portion (E) [C*D]	31.85	(92.46)	(54.65)	231.74	94.75	211.21
Interest Rate as per the Common Loan Agreement (F)	11.75%	11.75%	11.75%	11.75%	11.75%	
Numbers of years for compounding (G)	5	4	3	2	1	
Excess Interest cost on account of Excess Construction Cost (E*F*G)	18.71	(43.46)	(19.26)	54.46	11.13	21.58

- Excess interest cost due to loss of revenue (INR in crs):

Particulars	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	97.94	283.41	381.35
Actual Toll Revenue earned (B)	-	-	-
Difference in toll revenue (C) (A - B)	97.94	283.41	381.35
Debt portion as per Debt Equity Ratio (D)	64.38%	64.38%	
Excess PDF/PMF charged on debt portion (C*D) (E)	63.05	182.46	245.51
Interest Rate as per CLA (E)	11.75%	11.75%	
Number of Years of compounding (F)	2	1	
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	14.82	21.44	36.26

4.6.7 Barwa Adda Expressway Limited ('BAEL')

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Actual PDF/PMF actually charged by ITNL (A)	209.15	63.48	-	17.63	35.18	325.44
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	-	-	-	-	-	-
Excess PDF/PMF actually charged by ITNL [A-B] (C)	209.15	63.48	-	17.63	35.18	325.44
Debt Portion as per PIM (D)	89.41%	89.41%	89.41%	89.41%	89.41%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	187.00	56.76	-	15.76	31.45	290.98
Interest Rate as per the Common Loan Agreement (F)	12.00%	12.00%	12.00%	12.00%	12.00%	
Numbers of years for compounding (G)	5	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	112.20	27.24	-	3.78	3.77	147.00

- Reduced and delayed equity contribution by ITNL (INR in crs):

FY	Equity inflow as per PIM (A)	Cumulative equity inflow as per PIM (B)	Actual Equity inflow (C)	Cumulative actual equity inflow (D)	Shortfall in Equity (E) [B - D]	Cumulative interest @12% (F)	Debt Ratio (G)	Cumulative interest @12% on Debt Equity Ratio (H) [F*G]
2013-14	-	-	28.25	28.25	(28.25)	(3.39)	89.41%	(3.03)
2014-15	85.00	85.00	56.75	85.00	-	-	89.41%	-
2015-16	165.00	250.00	-	85.00	165.00	19.80	89.41%	17.70
2016-17	-	250.00	20.00	105.00	145.00	17.40	89.41%	15.56
2017-18	-	250.00	125.50	230.50	19.50	2.34	89.41%	2.09
Total	250.00		230.50			36.15		32.32

- Excess Interest cost incurred due to loss of revenue (INR in crs):

Particulars	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	26.35	84.38	113.60	207.68	256.53	688.54
Actual Toll Revenue earned (B)	-	45.20	59.00	67.31	115.57	287.08
Difference in toll revenue (C) (A - B)	26.35	39.18	54.60	140.37	140.96	401.46
Debt portion as per Debt Equity Ratio (D)	89.41%	89.41%	89.41%	89.41%	89.41%	
Excess PDF/PMF charged on debt portion (C*D) (E)	23.56	35.03	48.82	125.50	126.03	358.95
Interest Rate as per CLA (E)	12.00%	12.00%	12.00%	12.00%	12.00%	
Number of Years of compounding (F)	5	4	3	2	1	
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	14.14	16.81	17.57	30.12	15.12	93.77

4.6.8 Jorabat Shillong Expressway Limited ('JSEL')

- Increase in construction cost (INR in crs):

Particulars	FY 2010- 11	FY 2011- 12	FY 2012- 13	FY 2013- 14	FY 2014- 15	FY 2015- 16	FY 2016- 17	FY 2017- 18	Total
Actual Construction Cost (A)	78.20	154.01	212.27	67.21	274.06	0.00	27.75	197.75	1,011.25
Less: Budgeted Construction Cost (B)	59.87	164.64	260.43	113.75	-	-	-	-	598.69
Excess Construction Cost [A-B] (C)	18.33	(10.63)	(48.16)	46.54	274.06	0	27.75	197.75	412.56
Debt Portion as per PIM (D)	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	
Proportionate Excess Construction Cost corresponding to the debt portion (E) [C*D]	16.50	(9.57)	(43.34)	(41.88)	246.65	0	24.97	177.98	
Interest Rate as per the Common Loan Agreement (F)	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	
Numbers of years for compounding (G)	6	5	4	3	2	1	-	-	
Excess Interest cost on account of Excess Construction Cost (E*F*G)	10.89	(5.26)	(19.07)	(13.82)	54.26	0	-	-	26.99

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	Total
Actual PDF/PMF actually charged by ITNL (A)	72.90	11.20	11.20	8.40	14.00	24.36	142.06
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	72.85	12.22	12.22	6.11	-	-	103.40
Excess PDF/PMF actually charged by ITNL [A-B] (C)	0.05	(1.02)	(1.02)	2.29	14.00	24.36	38.66
Debt Portion as per PIM (D)	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	0.05	(0.92)	(0.92)	2.06	12.60	21.92	
Interest Rate as per the Common Loan Agreement (F)	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	
Numbers of years for compounding (G)	6	5	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	0.03	(0.50)	(0.40)	0.68	2.77	2.41	4.98

- Excess interest cost incurred on loans availed from related parties (INR in crs):

Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G]
RMGL	30-Mar-16	185.00	16.00%	11.00%	31-Mar-17	366	5.00%	9.28
IL&FS Cluster	30-Mar-17	82.00	16.00%	11.00%	31-Mar-17	1	5.00%	0.01
IL&FS Cluster	30-Mar-17	0.70	16.00%	11.00%	02-Aug-17	125	5.00%	0.01
Rohtas Bio Energy Limited	29-Jul-17	4.00	16.00%	11.00%	27-Feb-18	213	5.00%	0.12
Rohtas Bio Energy Limited	29-Jul-17	14.00	16.00%	11.00%	31-Mar-18	245	5.00%	0.47
IL&FS Airport Limited	28-Aug-17	0.30	16.00%	11.00%	28-Feb-18	184	5.00%	0.01
Total		286.00						9.89

- Excess interest cost due to loss of revenue (INR in crs):

Particulars	FY 2014-15	FY 2015-16	Total
Annuity Income expected as per PIM (A)	72.51	145.02	217.53
Annuity Income actually received (B)	-	-	-
Loss of revenue due to delay in completion of project (C) (A-B)	72.51	145.02	217.53
Debt portion as per Debt Equity Ratio (D)	90.00%	90.00%	
Proportionate revenue loss corresponding to the debt portion (C*D) (E)	65.26	130.52	
Interest Rate as per the Common Loan Agreement (F)	11.00%	11.00%	
Numbers of years for compounding (G)	2	1	
Excess Interest cost on account of loss of revenue (E*F*G)	14.36	14.36	28.71

4.6.9 Sikar Bikaner Highways Limited ('SBHL')

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	Total
Actual PDF/PMF actually charged by ITNL (A)	76.57	-	25.00	-	101.57
Less: Budgeted PDF/PMF actually charged by ITNL (B)	-	-	-	-	⁶¹
Excess PDF/PMF actually charged by ITNL [A-B] (C)	76.57	-	25.00	-	101.57
Debt Portion as per PIM (D)	58.64%	58.64%	58.64%	58.64%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	44.90	-	14.66	-	
Interest Rate as per the Common Loan Agreement (F)	12.00%	12.00%	12.00%	12.00%	
Numbers of years for compounding (G)	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	21.55	-	3.52	-	25.07

- Excess interest cost due to loss of revenue (INR in crs):

Particulars	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	16.40	70.20	79.87	90.10	256.57
Actual Toll Revenue earned (B)	-	15.80	34.94	50.58	101.32
Difference in toll revenue (C) (A - B)	16.40	70.20	57.29	39.52	155.25
Debt portion as per Debt Equity Ratio (D)	58.64%	58.64%	58.64%	58.64%	
Excess PDF/PMF charged on debt portion (C*D) (E)	9.62	41.17	33.59	23.17	91.04
Interest Rate as per CLA (E)	12.00%	12.00%	12.00%	12.00%	
Number of Years of compounding (F)	4	3	2	1	
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	4.62	11.48	6.32	2.78	25.20

⁶¹ Based on the information shared with us by the representatives of ITNL, there was a difference of INR 32.58 crs in the Budgeted PDF/PMF cost charged by ITNL as per the data provided to us and the detailed workings.

4.6.10 Baleshwar Kharagpur Expressway Limited ('BKEL')

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2012-13	FY 2013-14	FY 2014-15	Total
Actual PDF/PMF actually charged by ITNL (A)	56.01	30.00	39.99	126.09
Less: Budgeted Construction Cost + Budgeted PDF/PMF actually charged by ITNL (B)	40.00	-	-	40.00
Excess PDF/PMF actually charged by ITNL [A-B] (C)	16.01	30.00	39.99	86.00
Debt Portion as per PIM (D)	69.09%	69.09%	69.09%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	11.06	20.73	27.63	59.42
Interest Rate as per the Common Loan Agreement (F)	11.75%	11.75%	11.75%	
Numbers of years for compounding (G)	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	3.90	4.87	3.25	12.02

- Excess interest cost due to loss of revenue (INR in crs):

Particulars	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Toll Revenue as per PIM (A)	61.92	77.61	94.18	107.61	123.92	465.24
Actual Toll Revenue earned (B)	38.00	46.50	56.77	62.59	85.08	288.94
Difference in toll revenue (C) (A - B)	23.92	31.11	37.41	45.02	38.84	176.30
Debt portion as per Debt Equity Ratio (D)	69.09%	69.09%	69.09%	69.09%	69.09%	
Excess PDF/PMF charged on debt portion (C*D) (E)	16.53	21.49	25.85	31.10	26.83	121.81
Interest Rate as per CLA (E)	11.75%	11.75%	11.75%	11.75%	11.75%	
Number of Years of compounding (F)	5	4	3	2	1	
Impact of Interest on account of shortfall in toll revenue (C*D*E*F)	9.71	10.10	9.11	7.31	3.15	39.38

- Excess interest cost incurred on loans availed from related parties utilized to repay loans borrowed from ITNL (INR in crs):

Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G] [G]
STAMP	29-Sep-17	60.00	16.00%	11.75%	30-Sep-17	365	4.25%	2.55
ICDIL	30-Sep-17	15.00	16.00%	11.75%	30-Sep-17	365	4.25%	0.64
HCPL	07-Oct-17	10.00	16.00%	11.75%	07-Oct-17	359	4.25%	0.42
Total		85.00						3.61

4.6.11 Hazaribagh Ranchi Expressway Limited ('HREL')

- Excess PDF/PMF fees charged (INR in crs):

Particulars	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	Total
Actual PDF/PMF actually charged by ITNL (A)	125.65	15.09	15.09	25.70	181.53
Less: Budgeted PDF/PMF actually charged by ITNL (B)	42.93	42.93	-	-	85.86
Excess PDF/PMF actually charged by ITNL [A-B] (C)	82.72	(27.84)	15.09	25.70	95.67
Debt Portion as per PIM (D)	85.00%	85.00%	85.00%	85.00%	
Proportionate Excess PDF/PMF charged corresponding to the debt portion (E) [C*D]	70.31	(23.66)	12.83	21.85	81.32
Interest Rate as per the Common Loan Agreement (F)	10%	10%	10%	10%	
Numbers of years for compounding (G)	4	3	2	1	
Excess Interest cost on account of Excess PDF/PMF charged (E*F*G)	28.12	(7.10)	2.57	2.18	25.78

- Delayed equity contribution by Punj Lloyd Limited ('PLL') (INR in crs):

FY	Equity inflow as per PIM (A)	Cumulative equity inflow as per PIM (B)	Actual Equity inflow (C)	Cumulative actual equity inflow (D)	Shortfall in Equity (E) [B - D]	Cumulative interest @10% (F) [E*10%]	Debt Ratio (G)	Cumulative interest @10% on Debt Equity Ratio (I) [F*G*H]
2009-10	66.00	66.00	65.50	65.50	0.50	0.05	85.00%	0.04
2010-11	-	66.00	7.00	72.50	(6.50)	(0.65)	85.00%	(0.55)
2011-12	47.00	113.00	24.00	96.50	16.50	1.65	85.00%	1.40
2012-13	18.00	131.00	-	96.50	34.50	3.45	85.00%	2.93
2013-14	-	131.00	34.50	131			85.00%	
Total	131.00		131.00			4.5		3.82

4.6.12 MP Border Checkposts Development Company Limited ('MPBCDCL')

- Excess interest cost incurred on loans availed from related parties utilized to repay loans borrowed from ITNL (INR in crs):

#	Entity	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Interest Rate as per Common Loan Agreement ('CLA') (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Rate of Interest charged in excess of the CLA (C - D) [G]	Excess Interest Cost (INR in crs) [B*F*G]
1	UWPCL	30-Sep-16	135.00	16.50%	12.00%	31-Mar-17	182	4.50%	3.03
2	IL&FS Limited	29-Sep-17	156.83	16.00%	12.00%	24-Jan-18	117	4.00%	2.01
		30-Dec-17	85.00	16.00%	12.00%	23-Feb-18	55	4.00%	0.51
3	Livia	29-Sep-17	101.00	16.50%	12.00%	Outstanding	183	4.50%	2.28
	Total		477.83						7.83

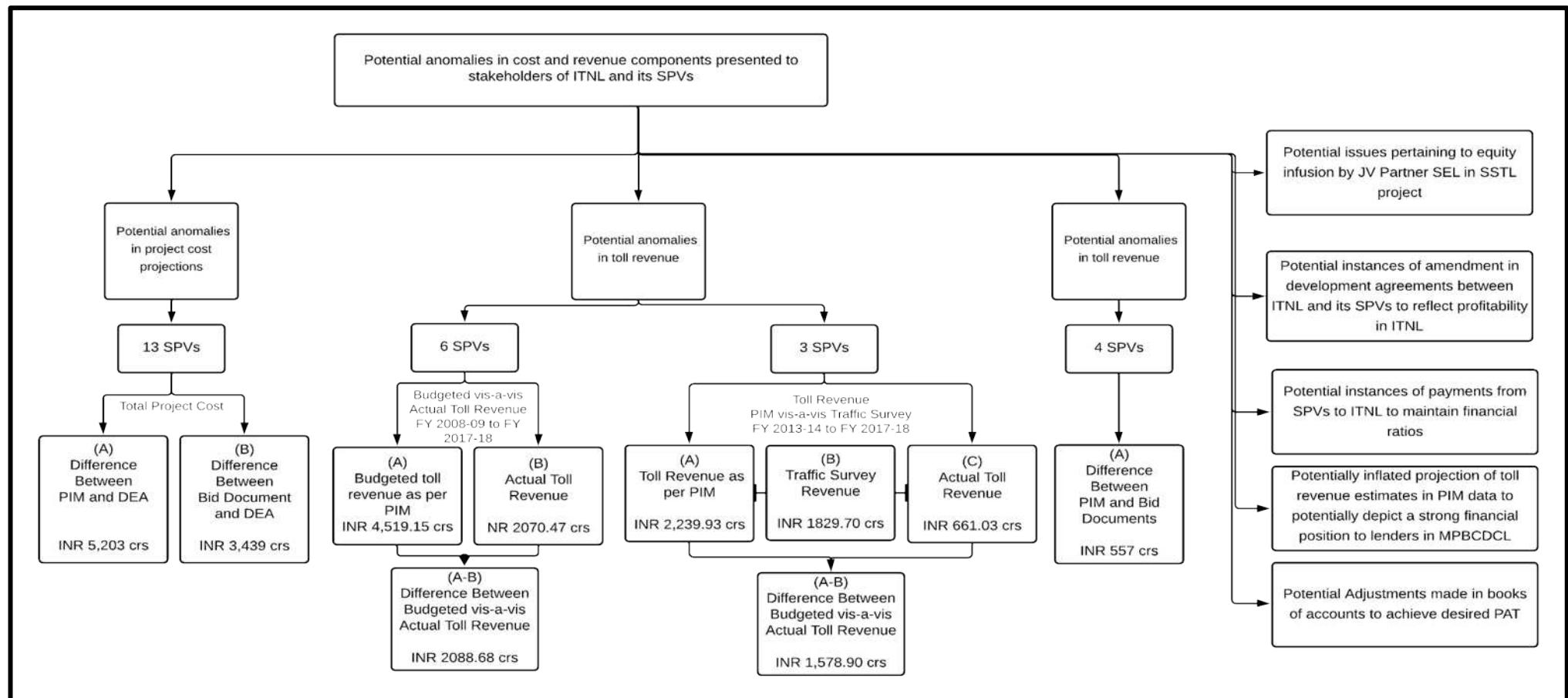
- Reduced equity contribution from JV partner Spanco Limited (INR in crs):

FY	Equity inflow as per PIM (A)	Cumulative equity inflow as per PIM (B)	Actual Equity inflow (C)	Cumulative actual equity inflow (D)	Shortfall in Equity (E) [B - D]	Cumulative interest @12% (F) [E*12%]	Debt Ratio (G)	Cumulative interest @12% on Debt Equity Ratio (H) [F*G]
2011-12	75.23	75.23	110.01	110.01	(34.78)	(4.17)	85.00%	(3.55)
2012-13	117.73	192.96	39.00	149.01	43.95	5.27	85.00%	4.48
2013-14	9.54	202.50	-	149.01	53.49	6.42	85.00%	5.46
2014-15	-	202.50	-	149.01	53.49	6.42	85.00%	5.46
2015-16	-	202.50	-	149.01	53.49	6.42	85.00%	5.46
Total	202.50		149.01		169.64	20.36		17.30

Instances that indicate potential misrepresentation

4.7 Potential anomalies in cost and revenue components presented to stakeholders of ITNL and its SPVs

- Diagrammatic presentation of potential anomalies identified:



4.7.1 Potential anomalies in project cost projections represented to stakeholders – PIM vis-à-vis DEA

Background and Observation

- PIM is prepared to secure funding facilities from the financial institutions/lenders to execute the project. PIM covers critical details of the project, such as total project cost, means of financing, projections, etc. Further, based on the details mentioned in the PIM, lenders provide finance to the projects.
- Based on our public domain searches, it was noted that the details pertaining to the total cost of BOT projects were available on the website of the Department of Economic Affairs ('DEA') (Ministry of Finance, Government of India). The website contained key details of BOT projects, including the name of the project, project cost as per concession agreement with the authority, revised project cost (if any), etc. It is mentioned on the website of DEA that the cost details of the project are as per the concession agreement.
- Based on a comparison of the total project cost of the SPVs of ITNL mentioned on the website of DEA with the project cost mentioned in PIM, it was noted that in the case of 13 SPVs,⁶² the total project cost mentioned in PIM was higher by INR 5,203 crs than the total project cost appearing on the website of DEA (as per concession agreement). The details of the same are provided on the next pages.
- Further, it was noted that in the case of 11 SPVs, the duration between the date of concession agreement and date of PIM was less than six months, and the project cost as provided in PIM just prior to the project cost mentioned in the concession agreement was higher.
- During our review, we had identified multiple email communications, which indicated that the lenders had raised concerns over the difference in project cost between PIM and NHAI / regulatory authority. The details of the same are provided on the next pages.

⁶² In case of 10 SPVs / projects, it was noted that the project cost / revised cost appearing on the website of DEA was matching with the project cost mentioned in the PIM.

- The below table provides details of the projects where the difference between the project cost mentioned on the website of DEA and project cost as per PIM was noted:

#	Name of the SPV	Date of Concession Agreement	Date of PIM	Difference of less than six months between the date of PIM and concession agreement	Total project cost/revised project cost as per DEA (INR in crs)	Total project cost/revised project cost as per PIM (INR in crs)	Difference (INR in crs)	Difference as compared to project cost as per DEA
<u>ANNUITY PROJECTS</u>								
1	CNTL	June 2010	June 2010	✓	2,108	3,720	1,612	76%
2	JSEL	July 2010	August 2010	✓	536	824	288	54%
3a	JRPICL (Chaibasa-Kandra-Chowka Road)	May 2011	September 2011	✓	433	491	58	13%
3b	JRPICL(Patraru Dam-Ramgarh)	October 2009	December 2009	✓	327	382	55	17%
3c	JRPICL (Ranchi-Patraru Dam Road)	October 2009	December 2009	✓	264	307	43	16%
3d	JRPICL (Ranchi Ring Road)	September 2009	December 2009	✓	620	719	99	16%
4	HREL	October 2009	December 2009	✓	595	869	274	46%
5	GRBDCL	March 2015	October 2015	✗	198	251	53	27%
6	JIICL	August 2015	December 2015	✓	588	640	52	9%
	Sub-Total				5,669	8,203	2,534	45%
<u>TOLL PROJECTS</u>								
7	KSEL	May 2013	August 2015	✗	1,348	1,961	613	45%
8	PSRDCL	February 2009	December 2009	✗	1,110	1,403	293	26%
9	ACEL	September 2015	May 2017	✗	2,288	2,787	499	22%
10	SBHL	June 2012	September 2012	✓	651	901	250	38%
11	BKEL	April 2012	July 2012	✓	471	660	189	40%
12	IRIDCL	April 2009	July 2009	✓	1,138	1,742	604	53%
13	FSEL	September 2015	June 2018	✗	1,886	2,107 ⁶³	221	12%
	Sub-total				8,892	11,561	2,669	30%

⁶³ The budgeted project cost of INR 2,107 crs is as per the draft PIM of FSEL. Final PIM of FSEL was not provided for our review by the representatives of ITNL.

#	Name of the SPV	Date of Concession Agreement	Date of PIM	Difference of less than six months between the date of PIM and concession agreement	Total project cost/revised project cost as per DEA (INR in crs)	Total project cost/revised project cost as per PIM (INR in crs)	Difference (INR in crs)	Difference as compared to project cost as per DEA
	Total				14,561	19,764	5,203	36%

- The below table provides details of the email correspondences/user files identified during our review:

#	Date	Sender	Receiver	Particulars
1	15 July 2015	Lubna Usman (Employee of IFIN)	Mukund Sare (Former Executive Director at ITNL and Former Managing Director at IECL)	It was noted that the lenders were reluctant to provide loans since the total project cost as per PIM was exceeding the project cost provided to NHAI by more than 20-25%. Further, in the BAEL project, the said difference was 41%. Therefore, in order to resolve the issue, ITNL may have to provide a sponsor undertaking or corporate guarantee for the additional amount to be financed.
2	21 May 2010	Mrudula Gummuluri (Employee of IL&FS)	Danny Samuel (Senior Vice President at ITNL)	It was noted that as per the Letter of Award ('LoA') issued by NHAI, the estimated cost of the JSEL project was INR 536 crs. In comparison, the total project cost of the JSEL project as per PIM was INR 824 crs.
3	05 December 2015	Shaivali Parekh (Chief Operating Officer at ITNL)	Mukund Sare (ITNL)	The email mentioned that lenders might have concerns to provide funding in two Maharashtra-based projects as there was a 34% variation in the estimated total project cost as proposed by ITNL to the lenders and the total project cost as per NHAI. Further, it was also mentioned that in the case of more than 20% variation, lenders were insisting on NHAI's approval.

#	Date	Sender	Receiver	Particulars
4	28 January 2016	Chandrakant Jagasia (Employee of IL&FS)	SC Mittal (Chief Executive at ITNL)	The email mentions that lenders raised queries on the difference between the approved cost, total project cost as per the concession agreement, and the project cost as accepted by the banks. The emails further mention that RBI had sought details from Canara Bank with regard to the excess loan being categorized as an unsecured loan because security from NHAI was available only to the extent of the total project cost and any excess loan would be considered as unsecured.
5	20 July 2012	Amol Waikar (Employee of IFIN)	Kuljit Ahluwalia (Senior Manager at ITNL) and others	<p>It was noted that adequate/proper justifications were required to be provided to lenders as:</p> <ul style="list-style-type: none"> ▪ The component of the development cost of the BKEL project was INR 165 crs (INR 536 crs – INR 371 crs), higher than the construction cost. ▪ Considering the project development fees of ITNL was INR 28 crs, BKEL would be required to provide clarification/justification on balance INR 137 crs (INR 165 crs – INR 28 crs) to the lenders.
6	22 December 2014	Lubna Usman (IFIN)	Mukund Sapre (ITNL) and others	<p>It was noted that there were challenges in achieving the financial closure of BAEL and KSEL as multiple lenders (such as SBI, ICICI Bank, Bank of India, and Punjab National Bank) had raised concerns on the difference between the project cost as PIM and project cost estimate as per NHAI – which was more than 40%.</p>

- Thus, based on the above-mentioned details, it appears that ITNL/SPVs availed the loan facilities based on the project cost mentioned in PIM, which was higher than the project cost as mentioned on the website of DEA by INR 5,203 crs.

Date	Sender	Receiver	Particulars
24 July 2017	Prashant Agarwal	Karunakaran Ramchand, Mukund Sapre, Dilip Bhatia, Ajay Menon and others	<p>It was noted that Prashant Agarwal had shared projected financial statements of ITNL for five years, i.e. FY 2017-18 to FY 2022-23, for submission of the same to ECB (External Commercial Borrowing) Lenders.</p> <p>Further, it was mentioned in the email that construction margins and design fees had been adjusted to represent an increasing trend in the projected PAT. Additionally, on review of the attached spreadsheet shared in the email, it was noted that PAT was increasing from INR 225 crs in FY 2017-18 to INR 453 crs in FY 2022-23.</p>
04 May 2013	Mukund Sapre	Ashutosh Chandwar; KR Khan; Manish Agarwal; Sanjay Minglani; GV; Rathore J S; Sanjiv Rai, Ramchand Karunakaran; Harish Mathur; MB Bajulge	<p>It was stated by Mukund Sapre that Poor Progress resulted in a shortfall of the construction progress of INR 145 crs. Further, various projects of ITNL were listed out by Mukund Sapre, highlighting that these projects failed to achieve the budgeted target and ultimately resulting in financial numbers.</p>
18 April 2012	Chandrakant Jagasia	Mukund Sapre (Executive Director at ITNL)	<p>Total cost details with each component of cost pertaining to various projects were sent in a sheet attached to the concerned email. Further, on analysis of the sheet, it was noted that even though the total cost of projects remained the same, the cost for each component of construction represented to the lenders was different from the actual workings/contracts of the company.</p> <p>Thus, it appears that lenders were potentially misrepresented by showing them an unreal picture (exclusion or a lesser amount of PDF) of the total cost.</p>

- **Responses from the representatives of the company:**

The reasons for variance in project cost as per DEA website compared to the cost mentioned in the PIM could be on account of the following reasons:

- *The TPC of the Authority is based on Feasibility Report (FR) which is prepared before issuance of RFP.*
- *There is usually a large time gap between FR, issuance of RFP, invitation of bids and award of contract. This gaps could be anywhere between 2-3 years. Due to this large time gap, there are variation in costs on accounts of escalation, change in price of key material, labour costs , change of scope, quantity variation based on geo-technical survey, ground condition etc.*
- *Moreover, FRs prepared for Authorities were found to be having many anomalies, hence authority used to avoid providing the cost backup along with the bid documents and also used to provide a disclaimer along with the RFP.*
- *Majority of the BOT projects have seen costs higher than the Authority cost.*
- *Though lenders had raised queries regarding higher costs, based on detailed analysis, cost vetting reports and due diligence undertaken by them higher cost was accepted and funding was approved.*
- *The higher project cost have been approved by the lenders and NHAI was also aware of the same. For example, in case of BAEL project NHAI had conveyed its approval for the total debt amount based on higher TPC.*
- *In the concession agreement, cost as per authority is mentioned and hence it is lower than PIM.*
- *Emails quoted in the observation represent internal discussions regarding concerns expressed/likely to be raised by lenders. All such concerns were addressed during their due diligence process and debt was sanctioned post the same.*

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL are generic in nature and not specifically for each SPV-wise. Hence we are unable to ascertain the specific reason for variance between PIM and DEA. The cost mentioned on the DEA website is as per the Concession Agreement entered between NHAI and ITNL or revised cost (if applicable). Further, as per the representative of ITNL, the cost as per Concessional Agreement and RFPs are the same; however, we were not provided with the RFP document to verify the same. Also, we were not provided with any documents which justified the incremental cost from the DEA website to that mentioned as per PIM.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL/SPVs availed the loan facilities based on the project cost mentioned in PIM, which was higher than the project cost as mentioned on the website of DEA by INR 5,203 crs.

4.7.2 Potential anomalies in project cost projections represented to stakeholders – Bid vis-à-vis Department of Economic Affairs

Background

- A bidding document used to be prepared by ITNL to calculate the cost for the development of the project, on the basis of which the following was determined:
 - Grant or annuity to be quoted to NHAI in the case of an annuity project; and
 - Grant or premium to be quoted to NHAI in the case of a toll project.
- Based on the calculation of the amount of grant/annuity/premium to be quoted, ITNL would place its bid to NHAI.

Observation

- Based on our comparison of the critical details of the project, such as Development / EPC cost, Project Development / Project Management Fees, Interest During Construction, Pre-operative and Preliminary cost, etc., it was noted that in the case of 13 SPVs, the total project cost mentioned in bidding documents was higher by INR 3,439.05 crs than the total project cost appearing on the website of Department of Economic Affairs ('DEA').
- The below table provides details of the projects where the difference between the project cost mentioned in the bidding documents vis-à-vis DEA website was noted (INR in crs):

#	SPVs	Total project cost/ revised project cost as per Bid Document	Total project cost/revised project cost as per DEA	Difference	Difference as compared to project cost as per DEA
1	BAEL	2,452.26	2,434.00	18.26	1%
2	GRBDCL	250.85	198.00	52.85	27%
3	JSEL	602.48	536.00	66.48	12%
4	MBEL	2,090.22	1,984.00	106.22	5%
6	BKEL	658.4	471.00	187.4	40%
7	FSEL	2,502.30	1,886.00	616.30	33%
8	PSRDCL	1,366.00	1,110.00	256.00	23%
9	SBHL	797.3	651.00	146.3	22%
10	CNTL	3,308.10	2,108.00	1,200.10	57%
11	HREL	691.4	595.00	96.4	16%
12	KSEL	1,930.40	1,348.00	582.40	43%

#	SPVs	Total project cost/ revised project cost as per Bid Document	Total project cost/revised project cost as per DEA	Difference	Difference as compared to project cost as per DEA
13	KNCEL	2,401.34	2291.00	110.34	4.81%
	Total	19,051.05	15,612	3,439.05	

- Thus, it appears unusual that consistently in all the projects, the cost of projects as per bid documents was substantially higher than the project cost as per the DEA website. However, it raises concerns since the final projected cost was substantially higher than what was submitted to NHAI.
- Thus, this potentially indicates that the cost of the project at the initial stage was higher than the cost submitted to NHAI.
- **Responses from the representatives of the company:**

Please see comments above in 4.7.1

GT Comments on the responses provided by the representatives of the company:

- Please refer to comments in section 4.7.1

GT Assessment:

- Thus, our assessment remains unchanged that the cost of the project at the initial stage was higher than the cost submitted to NHAI.

4.7.3 Potential anomalies in the toll revenue recognised in the books of accounts and toll revenue projected to the lenders

Background

- Project Information Memorandum ('PIM'): ITNL prepares a PIM for each project to secured funding from the lenders/financial institutions. The PIM covers key details of the project, such as projected toll revenue, the total cost of the project, timelines to constructed the project, etc.
- Traffic Study/Survey Report: A traffic study or survey is generally carried out by an independent agency that provides projections on toll revenue which will be collected after the commencement of toll operations.
- Actual toll revenue: The projects under the BOT model are classified into annuity projects and toll projects. In the case of BOT toll projects, the actual toll revenue is collected at the toll plaza, which is recorded in the books of accounts of the SPV.
- It was noted that 12 SPVs of ITNL were under the BOT toll model for which the revenue was recognised based on the toll collected from the operation of the roads.

Observation

- Based on the comparison of the toll revenue provided in PIM and actual toll revenue recorded in the books of accounts, we noted that in the case of six projects, the actual toll revenue recorded in the books of accounts was 46% lower than the toll revenue which was projected in PIM. The below table provides details of the same (INR in crs):

#	FY	WGEL		BKEL		IRIDCL		SBHL		MBEL		PSRDCL		Total	
		PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual
1	2008-09	45.70	22.52	-	-	-	-	-	-	-	-	-	-	45.70	22.52
2	2009-10	48.60	31.17	-	-	-	-	-	-	-	-	-	-	48.60	31.17
3	2010-11	53.40	33.73	-	-	11.00	9.36	-	-	-	0.64	-	-	64.40	43.73
4	2011-12	57.70	38.01	-	-	16.81	16.81	-	-	-	11.38	-	-	74.51	66.20
5	2012-13	60.60	45.69	22.05	4.68	17.86	17.60	-	-	25.04	13.72	105.00	-	230.55	81.69
6	2013-14	67.30	47.55	61.92	37.99	17.25	20.80	-	-	212.03	18.39	153.00	37.05	511.50	161.78

#	FY	WGEL		BKEL		IRIDCL		SBHL		MBEL		PSRDCL		Total	
		PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual	PIM	Actual
7	2014-15	72.40	53.13	77.61	46.49	19.00	23.41	16.40	-	234.96	45.88	165.00	71.65	585.37	240.56
8	2015-16	78.60	53.80	94.18	56.77	49.07	27.10	70.20	15.80	262.33	169.62	184.00	83.56	738.38	406.65
9	2016-17	85.30	55.18	107.61	62.60	115.66	28.32	79.87	34.94	288.51	168.81	196.00	106.96	872.95	456.81
10	2017-18	89.50	65.50	123.92	85.09	147.17	32.69	90.10	50.59	320.50	196.71	216.00	128.78	987.19	559.36
	Total	659.10	446.28	487.29	293.62	393.82	176.09	256.57	101.33	1,343.37	625.15	1,019.00	428.00	4,159.15	2,070.47
Difference between PIM and actual		212.82		193.67		217.73		155.24		718.22		591.00		2,088.68	

- It can be noted from the above table that the toll revenue projected in PIM was higher by INR 2,088.70 crs than the actual toll collected during the period of operation of the roads.
- Also, based on the comparison of the revenue provided in PIM, traffic survey report, and actual revenue recognised in the books of accounts of SPVs, we noted that in the case of 3 SPVs, the actual revenue collected was lower than the revenues provided in PIM and traffic survey reports.

The below table provides details of the same (INR in crs):

#	FY	KSEL			MPBCDCL			BAEL			Total			
		PIM	Traffic survey ⁶⁴	Actual	PIM	Traffic survey ⁶⁵	Actual	PIM	Traffic survey ⁶⁶	Actual	PIM	Traffic survey	Actual	
1	2013-14	-	-	-	251.68	203.67	25.10	-	-	-	251.68	203.67	25.10	
2	2014-15	-	-	-	297.99	215.11	49.20	-	-	-	45.15	297.99	215.11	94.35
3	2015-16	-	-	-	319.60	244.19	66.48	71.93	71.80	59.03	391.53	315.99	125.51	
4	2016-17	83.77	-	6.82	346.58	269.28	73.24	139.56	148.30	70.64	569.91	417.58	150.70	
5	2017-18	142.84	143.29	61.73	371.56	295.96	88.07	214.42	238.10	115.57	728.82	677.35	265.37	
	Total	226.61	143.29	68.55	1,587.41	1,228.21	302.09	425.91	458.20	290.40	2,239.93	1,829.70	661.03	

⁶⁴ The traffic survey of KSEL was undertaken by Feedback Infrastructure Private Limited

⁶⁵ The traffic survey of MPBCDCL was undertaken by Voyants Solutions Private Limited

⁶⁶ The traffic survey of BAEL was undertaken by AECOM India Private Limited

#	FY	KSEL			MPBCDCL			BAEL			Total		
		PIM	Traffic survey ⁶⁴	Actual	PIM	Traffic survey ⁶⁵	Actual	PIM	Traffic survey ⁶⁶	Actual	PIM	Traffic survey	Actual
Difference between PIM and Traffic Survey		83.32			359.20			⁶⁷			442.52		
Difference between PIM and actual		158.06			1,285.32			135.22			1,578.90		
Difference between Traffic survey report and actual		74.74			926.12			167.81			1,168.67		

- Based on the above table, it can be noted that :
 - The projected revenue presented in the PIM was higher by 442.52 crs than the revenue projected in the traffic survey report.
 - The projected revenue presented in the PIM was higher by INR 1,578.90 crs than the actual revenue recognised in the books of accounts of SPVs.
 - The revenue provided in the traffic study report was higher by 1,168.67 crs than the actual revenue recognised in the books of accounts of SPVs.
- Further, in the case of 2 SPVs (i.e. KNCEL and ACEL), it was noted that even though there were revenue projections in PIM and/or traffic survey report, no revenue was collected/recognised in the books of accounts of said SPVs. The following are the reasons for the same:
 - ACEL: As of 31 March 2018, only 10% of the project was completed. However, the traffic survey report of ACEL had projected toll revenue of INR 654 crs for the period FY 2015-16 to FY 2017-18.

⁶⁷ The total amount of toll revenue projected as per PIM was lower than the amount projected by the traffic surveyor

- KNCEL: As of 31 March 2018, the status of completion of the KNCEL project was 63%. However, it was noted that there was a difference in the projected toll revenue as per the PIM and the traffic survey report of KNCEL of INR 51.98 crs (INR 663.39 – INR 611.41) for the period FY 2015-16 to FY 2017-18.
- During our review, we identified multiple email correspondences that indicated that the lenders and auditors raised concerns regarding the difference in the projected revenue and actual revenue. The below table provides details of the same:

Date	Sender	Receiver	Particulars
12 August 2016	Kirti Kotian (Manager at Deloitte Haskins & Sells)	Amit Agarwal (Senior Manager at ITNL) and others	<p>Based on the review of the email correspondences, it appears that M/s. Deloitte Haskins & Sells ('DHS') were appointed to review the revenue model and provide a report on the projections for SBHL. It was noted that the representatives of DHS had raised concerns about the revenue projected for SBHL.</p> <p>The representatives of ITNL had responded that the revenue model / projected revenue was based on the management estimate, which was supported by the traffic survey report⁶⁸.</p>
29 June 2012	Ananya Maitra (IFIN)	Ajay Menon (ITNL)	<p>It was noted that Ananya Maitra (part of the IFIN syndication team) had stated that lenders were in the process to appoint independent traffic consultants as the traffic survey consultants submitted highly inflated traffic study numbers to the lenders. The lenders had noted a variation of 30% of in the actual toll revenue and revenue projected by the traffic consultants during the initial years of operation.</p>

- Based on the above-mentioned details-
 - It is unusual to note that there were discrepancies in the revenue projected as per the PIM and traffic survey reports.
 - The projected revenues presented in the PIM and traffic survey reports appear to be potentially higher, as there were substantial variations in the projected and actual toll revenue collected after the commencement of toll operations at SPVs.

⁶⁸ Details pertaining to revenue model shared with DHS was not available for our review.

- **Responses from the representatives of the company:**

Toll revenues included in the PIM given to lenders were estimated generally based on the reports prepared by independent traffic consultant and were reviewed by the syndication agency and lenders. The basis for the same was traffic counts undertaken on the project road stretch and various assumptions such as economic growth, region specific developments planned, general outlook of the economy, etc. The actual traffic on the road varied based on various factors which are listed below:

- *Loss of toll traffic through some detours. Due to availability of Toll free alternate roads and due to initial resistance to payment of toll diversions were observed on some of the roads.*
- *Economic slowdown in recent past attributed for less traffic on the project roads*
- *In some of the projects slowdown in mining activities impacted the traffic growth*
- *Recent growth trend in trucks impacted the overall number of vehicles on various roads- 2-Axle and 3-Axle trucks were replaced by MAV's and the decrease in number of 2-Axle and 3-Axle are higher compared to increase in number of MAVs due to higher load carrying capacity.*
- *Actual WPI growth was less as compared to projections and even negative in two years - 2015 and 2016 leading to lower tolls*
- *Higher % age of exemptions compared to estimates due to local users demand.*
- *Due to ongoing improvements of Road Network by Central Government and State Government traffic pattern changed impacting traffic growth on various Roads.*
- *Actual COD date different than the Scheduled COD assumed at the time of preparation of PIMs on account of delays in project completion*
- *Lower toll rates in case provisional COD is granted*
- *Specific reasons for variation observed in six projects is given in attached file.*

Thus, the comparison presented in the report without looking into the factual aspects of each of the projects is not correct and represents wrong picture.

The variance of Rs 442.52 crs worked out by GT includes Rs 83.32 crs for KSEL project which was mainly on account of lower revenue in 2016-17. The project was granted provisional COD in January 2017 on account of delays and in fact the project did not receive final COD and is under termination.

Further, in terms of tolling length only 70% equivalent length was under tolling and there were high level of exemptions due to non-completion of balance length and other related works which impacted actual toll revenue

In case of BAEL construction work was delayed due to land availability issues and as on today also project is not completed fully. The 2nd toll plaza operations started from 28th Oct 2017 onwards. However, in PIM and Traffic survey reports it was assumed that COD would be achieved in Oct 2016. This resulted in lower revenue.

Similarly, as explained in case of MPBCDCL also there was a variation in COD and completion of checkposts which impacted revenue. Please also refer to 4.7.10 regarding lower collection of revenue. Thus, the observation made is not correct.

Traffic survey was carried out by independent consultants based on their independent assessment of traffic on project. As explained above there were number of reasons which caused variation in actual revenue and was the case across projects and industries.

GT Comments on the responses provided by the representatives of the company:

- The observations highlighted above pertains to significant variance between the projected and actual revenues. The representatives of ITNL have stated multiple reasons for the said discrepancies. For KSEL, BAEL, and MPBCDCL, the representatives of ITNL have stated that the major reason for variances was on account of delay in COD. For the remaining projects, a generic response was provided by the representatives of ITNL.
- Further, representatives of ITNL have not responded with regards to email communication wherein it was highlighted that auditors had raised concerns regarding the revenue projected for SBHL and another email highlighting that the toll revenue estimated by Traffic consultants and shown to lenders was inflated.

- Further, the client have highlighted various additional factors due to which the actual toll revenue is less than budgeted. However, due to practical challenges are not able to quantified SPV-wise. Hence, GT is also not in a position to provide the impact of the said factors in its working.

GT Assessment:

- Thus, our assessment remains unchanged that the projected revenues presented in the PIM and traffic survey reports appear to be potentially higher, as there were substantial variations in the projected and actual toll revenue collected after the commencement of toll operations at SPVs.

4.7.4 Potential anomalies in representation made to Axis Bank Limited

Background and Observation

- During our review, we identified an email dated 29 June 2012, which was sent by Mahesh Muchha (Manager, Infrastructure at Axis Bank Limited) to Sachin Mohite (Associate Manager at ITNL) where various queries were raised by Axis Bank Limited, one of which was in relation to projects of ITNL under development which had time and cost overruns.
- Further, we had identified an email dated 06 July 2012, which was sent by Sachin Mohite (ITNL) to Ajay Menon (ITNL), where a draft response was provided against the queries raised by Axis Bank Limited. The queries majorly pertained to cost overruns and revenue estimates provided to the lenders.
- It was noted that in the trail mail, Ajay Menon (ITNL) had mentioned that responses to be provided to the lenders were to be consistent as there were cost overruns and revenue mismatches in the project.
- Further, it was noted that, in an email dated 06 July 2012, sent by Narayan Doraiswamy (ITNL) to Ajay Menon (ITNL) it was informed to share the said responses with Mukund Sapre (Executive Director – ITNL) before the same were shared with Axis Bank.
- We identified an email dated 06 July 2012, which was sent by Sachin Mohite (ITNL) to Mahesh Muchhal (Axis Bank Limited) as a response to the queries raised above. Sachin Mohite (ITNL) had mentioned that all under-development projects were expected to be completed within the budgeted cost, and the final cost shall be known at the time of CoD.
- Thus, based on the above-stated details, it appears that even though the representatives of ITNL were aware that there were cost overruns in the projects, the lenders were informed otherwise.
- **Responses from the representatives of the company:**

The response was sent to the bank post checking with the ED who had advised that since some of the projects have not yet reached closure and the completed projects were in line with the current market trend the response was accordingly provided. Additional mails to this effect has been shared with GT and are enclosed

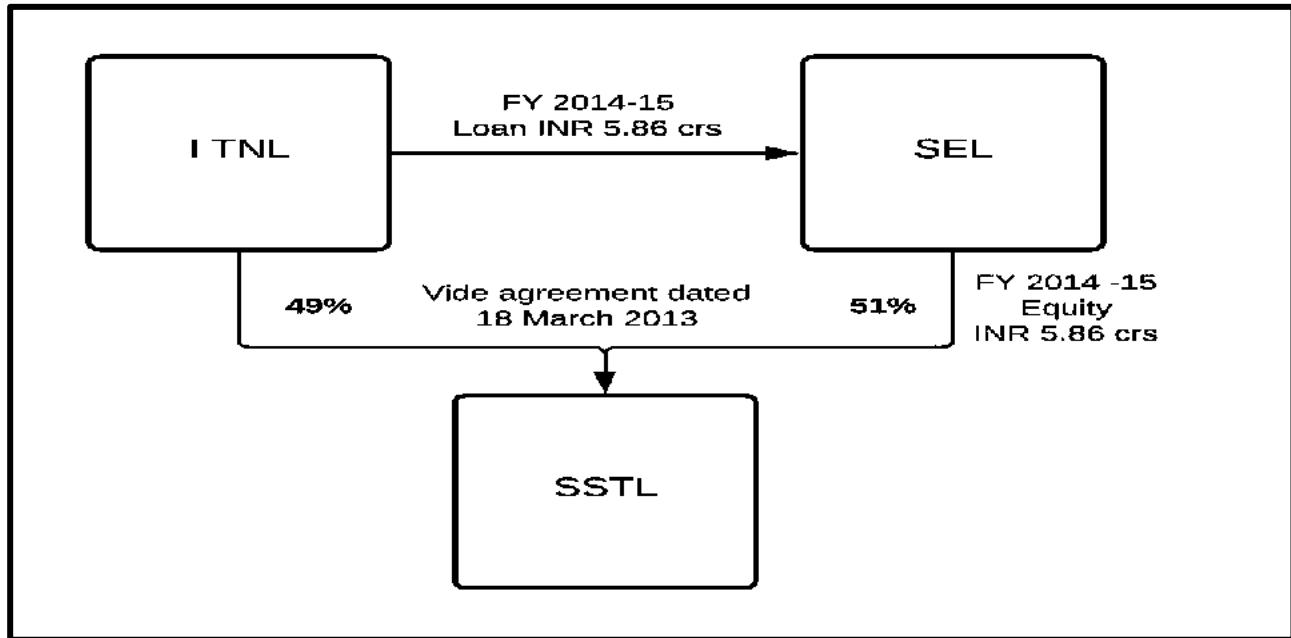
GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.7.5 Potential issues pertaining to equity infusion by JV Partner SEL in SSTL project

Background and Observation

- Diagrammatic presentation of transactions entered into:



- During our review, we identified a joint-venture agreement dated 18 March 2013 executed between Soma Enterprises Limited ('SEL') and ITNL to form SSTL. Based on the review of the said agreement, it was noted that the proposed shareholding of ITNL and SEL in SSTL would be as per the said ratio of 49:51.
- Further, SEL had infused INR 5.86 crs into SSTL as equity contribution during FY 2014-15.
- Based on the review of bank statements of ITNL and SSTL, it was noted that during the period 07 October 2014 to 07 January 2015, ITNL had transferred an amount of INR 5.86 crs as loans to SEL, and SEL had infused equity of the same amount in SSTL on the same day or the next day of transfer of funds by ITNL to SEL.
- Further, as of 31 March 2018, above mentioned loans of INR 5.86 crs provided by ITNL to SEL were outstanding in the books of ITNL with an accrued interest of INR 0.95 crs.
- The below table provides a summary of the transactions entered into between SEL, ITNL and SSTL:

#	Date of loan to SEL by ITNL	Amount of loan (INR in crs)	Date of equity investment in SSTL by SEL	Amount of equity infused (INR in crs)
1	07 October 2014	3.57	08 October 2014	3.57
2	29 October 2014	0.25	29 October 2014	0.25
3	06 January 2015	2.04	07 January 2015	2.04
Total		5.86		5.86

- Further, on the review of the below-mentioned email communications, it was noted that the amount of INR 0.25 crs infused as equity by SEL into SSTL on 29 October 2014 was ultimately funded by ITNL for payment of ROC fees.
- The below table highlights the key points gathered from emails exchanged:

Date	Sender	Receiver	Key highlights from the email
10 October 2014	Anwaya Kadu (Employee of ITNL)	Vijay Kini (ITNL)	ROC fees of INR 0.48 crs are required to pay to increase the authorized share capital of SSTL from INR 0.10 crs to INR 50 crs.
28 October 2014	Preeti Jain (Associate Manager at ITNL)	Vijay Kini (ITNL)	It is highlighted that SSTL lacks funds to pay the ROC fees. Further, she sought clarification if the ROC fees can be paid by infusing more equity and the amount of equity that needs to be infused.
29 October 2014	Vijay Kini (ITNL)	ITNL representatives	He requested INR 0.50 crs to be transferred by ITNL in the following manner to enable SSTL to pay ROC fees: From ITNL to SSTL - INR 0.245 crs (49% of INR 0.50 crs) From ITNL to SEL - INR 0.255 crs (51% of INR 0.50 crs) SEL was to infuse the funds transferred by ITNL into SSTL as an equity contribution.

- Based on the above details, it appears that-
 - The equity infusion of INR 5.86 crs contributed by the JV Partner SEL was ultimately funded by ITNL, and SEL did not have sufficient funds to invest in SSTL.
 - The terms of the shareholder's agreement were potentially violated as ITNL indirectly held a larger proportion of shareholding in SSTL than the agreed ratio of 49%.
 - ITNL had an outstanding receivable of INR 6.81 crs (INR 5.86 crs + INR 0.95 crs) from SEL as on 31 March 2018.

- **Responses from the representatives of the company:**

1. *Border Road Organization (BRO) awarded a Tunnel project in the State of J&K to SOMA on 12th March 2013*

2. *In order to execute the said Project, Soma approached ITNL to manage the Project.*

3. *It was decided that ITNL shall take over all rights and obligations under the Bidding Documents, Concession Agreement, and any related Project Agreements. It was also decided to gradually acquire 100% stake in the project SPV viz. SSTL*

4. *The consideration that ITNL paid to Soma for above benefits was decided at Rs 100 crs*

5. *COD approval of March 2013 for above is on records*

6. *Accordingly, ITNL & Soma entered into an agreement*

7. *To meet certain pre-operative expenses, SSTL was in need of funds. Since no financial closure achieved, the means of finance for the same was only equity funding*

8. *ITNL could contribute its proportionate equity*

9. *SOMA, was not in a position to fund its part of equity and hence it was decided to advance loan to SOMA in order to contribute its part, which was to be adjusted against acquisition of stake from SOMA*

ITNL and SOMA entered into an MOU post March 2018, where the SOMA stake of 49% in the SPV was acquired by ITNL at the amount already advanced to SOMA . ITNL now holds 100% in the SPV

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.7.6 Potential instances of amendment in development agreements between ITNL and its SPVs to reflect profitability in standalone financials of ITNL

Background and Observation

- During our review, we identified an email dated 03 March 2017, which was sent by Ashvini Rane to SC Mittal (ITNL), Vijay Kini (ITNL), Dilip Bhatia (ITNL), Mukund Sapre (ITNL) and others where the plan was laid out to achieve profitability for FY 2016-17 at ITNL standalone level. Further review of the email indicated that:
 - For the period 01 April 2016 to 08 February 2017, ITNL was reflecting a loss of INR 98 crs on a standalone basis; and
 - An action plan was provided to achieve profitability of INR 193 crs at ITNL for the FY 2016-17.
- Based on the review of the said action plan, it was proposed that ITNL would amend development agreements with multiple SPVs to recognise net income of INR 329 crs during the period 08 February 2017 to 31 March 2017. The below table provides details of the development agreements with SPVs, which were proposed to be amended as per the spreadsheet attached to the said email:

#	SPV / Parties involved	Proposed amendment	Amount (INR in crs)
1	KSEL	Revision of development agreement	46
2	SBHL	Revision of development agreement for cost overrun	(15)
3	KNCEL	Impact of revised margin, escalation saving, and additional revenue	137
4	FSEL	Construction Progress with the revised margin	15
5	CNTL	Insurance and Inventory benefit of CNTL and construction margin	55
6	BAEL	PMC revenue	14
7	KSEL	PMC revenue	12
8	KNCEL	PMC revenue	14
9	SEL	Design and Engineering Fees	50
Total			329

- Based on the review of the audited financial statements of the ITNL (standalone) for FY 2016-17, it was noted that profit after tax for said FY was INR 195.71 crs.

- Further, during our review, we had identified an email dated 24 February 2017, which was sent by Tushar Palsule (Vice President at ITNL) to Dilip Bhatia (ITNL) where it was mentioned that:
- The profitability of ITNL has improved by INR 150 crs on account of amendments in the contract with KNCEL.
 - The increase in profitability had improved the existing margin of ITNL from 6% to ~12% to be earned from the KNCEL project, which could potentially concern the auditors of ITNL as the project was under development.
 - The BOQ rates were to be revised to achieve a margin of INR 150 crs.
- Thus, based on the above-mentioned details, it appears that revenue of INR 329 crs was accounted in the books of ITNL during the period 08 February 2017 to 31 March 2017 by way of revisions in contracts between ITNL and SPVs which led to profit after tax of INR 195.71 crs for the FY 2016-17.
- Further, we were not provided with relevant development agreements by the representatives of ITNL to ascertain the basis and justifications for recognising additional revenue of INR 329 crs in the books of ITNL.
- **Responses from the representatives of the company:**

As a part of regular review of budgets and forecasts, Finance department used to provide quarterly forecast of the profit and loss to Senior Management (MD and ED) at the beginning of the quarter for their review. The forecast was very preliminary based on data and information available at that time and subject to many changes including impact of transactions carried out in the quarter, IndAS adjustments, actual progress on construction activities, variations in borrowing costs etc

Basis the forecast, the Senior Management used to hold forecast/review meetings in which various actions to be taken/works to be completed (including targets on construction progress to be achieved, the margins to be realised, savings in interest costs etc) by different departments were identified and responsibilities fixed on individuals to complete the same. The action plan along with its likely impact on company financials and profitability was then converted into a Profit Achievement Plan (PAP) which was then tracked to ensure requisite actions were taken.

Responsibility of PAP was on the Senior Managements (MD and ED) as all actions were advised by them. The emails quoted are in respect of the same. All the actions / specific instances reported in the observation were duly supported by adequate documentation and approvals. The above exercise was routine budgeting and forecasting processes which is followed in all companies where targets are set and reviewed regularly to ensure their achievements.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged that revenue of INR 329 crs was accounted in the books of ITNL during the period 08 February 2017 to 31 March 2017 by way of revisions in contracts between ITNL and SPVs which led to profit after tax of INR 195.71 crs for the FY 2016-17.

4.7.7 Potential instances of payments from SPVs to ITNL to maintain financial ratios

Background and Observation

- ITNL is a company listed on the Bombay Stock Exchange ('BSE') and the National Stock Exchange of India ('NSE') with effect from 30 March 2010 and is subject to various regulations laid down by the regulatory authorities. Further, being a listed company ITNL is required to submit the standalone and consolidated financial statements to BSE and NSE. Investors consider financial results as a key decision-making factor to invest in the shares of a company.
- During our review, we had identified an email dated 29 August 2011, which was sent by Deep Sen (Former Senior Vice President and Head International Business of IL&FS) to Narayanan Doraiswamy (ITNL), Amogh Gore (Former Assistant Vice President at IL&FS), Vaibhav Saraf (Assistant Vice President at ITNL) and others where he had mentioned that
 - ITNL reported significant cash balances and high outstanding debt and interest, thus leading to the inflated balance sheet and high cash to debt ratios.;
 - The addressees of the mails were instructed to manage cash effectively in the SPVs controlled by them; and
 - It was mentioned that the quarter-on-quarter cash to debt ratio ranged from 8% to 13% during the (FY 2010-11).
- In the trail mail, he instructed us to maintain a cash to debt ratio of 5% from the 13% in previous quarters.
- We had identified another email dated 12 September 2011, which was sent by Amogh Gore (IL&FS) to Vijay Kini (Vice President at ITNL), where Amogh Gore (IL&FS) had requested to raise invoices from ITNL to MBEL and HREL. It appears that Amogh Gore (IL&FS) had asked to raise the invoices in order to adhere to the suggestion given by Deep Sen (IL&FS), i.e. to meet the cash balance/cash to debt ratio.
- Further, in the trail mail, Vijay Kini (ITNL) had emailed Ashutosh Chandwar (Senior Vice President and Regional Head North at ITNL) and Rajnish Saxena (Vice President at ITNL) that
 - MBEL and HREL had to transfer some funds to ITNL before 28 September 2011; and
 - Both Ashutosh Chandwar (ITNL) and Rajnish Saxena (ITNL) were requested to approve at least 75% of the work to be certified prior to 27 September 2011.
- The below table mentions the comparative analysis of cash to debt ratios of ITNL as per consolidated financial statements of ITNL:

#	Year ended as on	Cash and Bank Balances (INR in crs)	Borrowings (INR in crs)	Cash to Debt Ratio (%)
1	31 March 2010	550	3,322	16.55%
2	31 March 2011	528	5,382	9.81%
3	31 March 2012	284	10,219	2.78%
	Total	1,362	18,923	

- It can be noted from the above table that cash to debt ratios of ITNL had significantly reduced post 31 March 2011.
- Thus, based on the above details, it appears that potential payments were made by SPVs (MBEL and HREL) to ITNL against invoices to reduce cash balances in SPVs, which might have resulted in a better financial picture in terms of reduced cash to debt ratios.
- Further, we were not provided with relevant copies of invoices raised by ITNL to its SPVs (MBEL and HREL) to ascertain its impact on cash to debt ratios.
- **Responses from the representatives of the company:**

SPVs had draw-downs funds from senior lenders to meet the project cost. The funds remained in the SPVs till invoices were raised by ITNL (as ITNL was the turnkey development contractor for SPVs) for the construction cost and paid by the SPVs. Typically ITNL raised invoices for the work done in a month by first week of the next month and was paid thereafter. This resulted in the unutilised cash lying at the SPV at the end of the month

In order to reduce the idle funds lying in the SPV books at the end of the month, instructions were given to raise partial invoices before the month end so that funds can be released before the end of the month and idle funds could be avoided.

The interpretation of the auditors that this was done to show better financial ratios at ITNL is not the factual position and is just presenting facts in an incorrect manner.

GT Comments on the responses provided by the representatives of the company:

- Drawdown from lenders was received by SPVs only after the RA Bills submitted by ITNL were certified by LIE and on achieving the milestone prescribed in the loan agreement. In the above-mentioned mail, it was mentioned that ITNL had to reduce its cash to debt ratio on a quarter on a quarterly basis, and hence ITNL was required to raise invoices on the SPVs. Thus, based on the above facts, to avoid idle cash situation in SPVs appears to be incorrect as drawn down is received only after ITNL submits RA Bills and the same is certified.
- Since SPVs is able to make payments to ITNL only after the RA Bills are certified by LIE and hence stating that in order to reduce idle funds in SPVs RA Bills were raised by ITNL at month-end is incorrect.

GT Assessment:

- Thus, our assessment remains unchanged that potential payments were made by SPVs (MBEL and HREL) to ITNL against invoices to reduce cash balances in SPVs, which might have resulted in a better financial picture in terms of reduced cash to debt ratios.

4.7.8 Potential anomalies in the toll revenue estimated at the bidding stage and toll revenue projected to the lenders

Background

- **Bid Documents:** ITNL prepares a bid document in which toll revenues are estimated on the basis of the Traffic Surveyor Report. The toll revenues estimates help the ITNL team to determine the grant to be received from NHAI or premium that can be paid to NHAI, and accordingly, bids for the potential projects are submitted by ITNL to NHAI.
- **Project Information Memorandum ('PIM')**: ITNL prepares a PIM for each project to secured funding from the lenders/financial institutions. The PIM covers key details of the project, such as projected toll revenue, the total cost of the project, timelines to constructed the project, etc.
- It was noted that 13 SPVs of ITNL were under the BOT toll model for which the revenue was recognised based on the toll collected from the operation of the roads.

Observation

- Based on the comparison of the toll revenue estimated in Bid documents vis-à-vis the toll revenue projected in the PIM, we noted that in the case of the four projects, the toll revenue projected in the PIM was 28.87% higher than the toll revenue, which was estimated in the bid document.
- It is pertinent to note that the projection of higher toll revenue in PIM would lead to an increase in profits as per the profitability statement projected in the PIM, on the basis of which the funding from the lenders/financial institutions is secured. The below table provides details of the same (INR in crs):

#	SPVs	Bid (A)	PIM (B)	Difference (B-A) (C)	Difference (%) (C/A)
1	IRIDCL- Phase 1	544.00	755.00	211.00	38.77%
2	BKEL	439.00	487.00	48.00	10.93%
3	PSRDCL	743.00	1,018.00	275.00	37.01%
4	KSEL	203.00	226.00	23.00	11.33%
	Total	1929.00	2,486.00	557.00	28.87%

- Thus, based on the above-mentioned points, it appears that the lenders of the SPV projects were potentially misrepresented by submitting toll revenue estimates which were 28.87% higher than the amounts submitted to NHAI, thus leading to potential inflation in profits which was projected to be earned by the SPVs and indicating a sound debt servicing capacity.
- **Responses from the representatives of the company:**

During the Bid stage -bid Traffic Projections were worked out either by In House studies or through appointment of consultants. The traffic count study undertaken by internal team and/or consultant formed basis of Traffic Projections and growth rate to be assumed were discussed and finalized during the review by the Management before finalisation of bid.

After the project was awarded, steps were initiated for achieving financial closure for the project through Syndication Team of IFIN. For finalisation of Financial Model which included revenue from tolls Independent Consultant acceptable to the lenders was appointed and its report formed basis for the projections. During the course of finalisation of model and PIM for the project, the assumption were reviewed and vetted by the Syndication team along with Business Development team of ITNL. Variance analysis were carried out to examine different scenarios and the base case to be presented to the lenders was finalised considering consultant's report available data and acceptable growth parameters.

There were difference in Traffic/Revenue project between the bid and the financial closure on account of timing difference of the surveys, growth assumptions etc. Compared to the exercise undertaken during pre-bid stage, a much more detailed and vigorous exercise was undertaken to arrive at Traffic Projections post award of bid which would meet requirement of lenders.

GT Comments on the responses provided by the representatives of the company:

- Our observation highlighted above highlights the difference between the toll revenue estimated in the PIM to lenders and in the bid's prepared at the time of submitting the annuity / premium amount to the authority. Further, it seems unusual that even though the toll revenue estimate was prepared by the traffic consultant, yet variations were ranging from 10% to 30% in the toll revenue estimated as per PIM and toll revenue as per the bid documents in the majority of the SPVs. Also, it is unusual to note that the above factors affecting the budgeted toll revenue mentioned above were not considered while estimating the toll revenue for the PIM, and hence it resulted in excess variations.

GT Assessment:

- Thus, our assessment remains unchanged that the lenders of the SPV projects were potentially misrepresented by submitting inflated toll revenue estimates.

4.7.9 Potentially inflated projection of toll revenue estimates in PIM data to potentially depict a strong financial position to lenders in MPBCDCL

- The following data related to MPBCDCL were extracted and reviewed:
 - Detailed workings/reports of revenue projections furnished with NHAI during the bidding stage.
 - Detailed workings/reports of revenue projections furnished with lenders in PIM.
 - Traffic survey reports basis which the revenue estimates were made in the PIM.
 - Actual project revenues recognized in the financial statements of MPBCDCL for the period FY 2013-14 to FY 2017-18.
- The following table depicts different amounts of revenues projected or realized as per various reports/statements relating to the MPBCDCL project (INR in crs):

Revenue legends	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total
Bid	191.25	215.81	241.82	262.11	289.52	1200.52
Traffic Survey estimates	203.66	215.10	244.19	356.88	296.00	1315.83
PIM	257.15	303.73	325.63	352.91	378.21	1617.63
Actual revenue as per financial statements	25.09	49.19	66.48	552.64	88.07	781.47

- Thus, based on the above-mentioned points, it appears that:
 - Toll revenues projected in the PIM were potentially inflated over and above the revenue estimates projected in traffic survey reports by INR 301.80 crs (approx., 23% over and above revenue estimates in traffic survey reports); which indicates that MPBCDCL potentially misrepresented lenders by depicting a sound debt servicing capacity.
 - While the total toll revenue projected in the PIM furnished to the lenders for the period FY 2013-14 till FY 2017-18 was INR 1,617.63 crs, however, the actual toll revenue collected for the said period was 48% of such projections, i.e. INR 781.47 crs only.
 - Apart from the unusual rise in actual toll revenues amounting to INR 552.64 crs for FY 2016-17, the actual revenues for the other financial years were consistently lower as compared to the Traffic Survey report estimates and PIM estimates, thereby indicating that the revenue estimates were potentially inflated in PIM and Traffic Survey report.

- **Responses from the representatives of the company:**

In PIM and Traffic study reports same COD date was assumed for all the 24 checkposts. However, COD date was different for different checkposts and as on today also only 19 checkposts are in operation and other 5 checkposts are not completed due to land availability issues. In PIM, additional revenue of loading and unloading from overloaded vehicles was considered. However, company was not able to collect the same due to non-cooperation of Government department. This was highlighted by the company and last letters submitted to authority are attached herewith.

GT Comments on the responses provided by the representatives of the company:

- As stated in the observation and responses provided by the representatives of ITNL, the same COD was assumed for all 24 check-posts and accordingly, revenue estimates were forecasted. However, the CODs were different for the said check-posts, which led to variances between the estimates and actuals. Further, additional revenue considered in PIM was not collected due to government restrictions. Hence, as per our assessment, the assumption made by ITNL appears to be factually incorrect.

GT Assessment:

- Thus, our assessment remains unchanged that the projected toll revenues were inflated.

4.7.10 Potential adjustments made in books of accounts to achieve desired PAT

Background and Observation

- During our digital evidence review, we identified multiple email correspondences where various adjustments were discussed with regard to financial forecasts of ITNL for Quarter 3 of FY 2016-17 to convert loss of INR 116 crs to Profit After Tax ('PAT').
- The below list of email correspondences is a summary of the same:

Date	Sender	Receiver	Particulars
12 December 2016	Prashant Agarwal (ITNL)	Ashvini Rane (ITNL) and Satyam Poddar (ITNL)	<p>It was noted that financial forecasts for Q3 of FY 2016-17 were being finalised in which certain revenue for ITNL was suggested to be recorded:</p> <ul style="list-style-type: none">i. Dividend from NKEL - INR 35 crsii. Interest on the conversion of debtors to short term loans - INR 20 crsiii. O&M start-up fee from KSEL - INR 20 crsiv. O&M start-up fee from CNTL - INR 20 crs
14 December 2016	Vijay Kini (ITNL)	Prashant Agarwal (ITNL)	<p>It was suggested not to book any additional cost in CNTL except INR 100 crs MOU as CNTL was already stressed. Prashant Agrawal had replied to the said email by stating the following:</p> <p><i>'The suggestion has come from Mr Ram. Also, we have been charging O&M Startup cost from all projects commencing operations'</i></p>
15 December 2016	Ashvini Rane (ITNL)	Dilip Bhatia (ITNL)	<p>It was noted that a list of adjustments to be made in the forecasts along with the person responsible for further actions was shared. Further, advice was sought for converting the loss of INR 28 crs (post-Ind AS adjustments) in Q3 of FY 2016-17 to Profit After Tax.</p>
15 December 2016	Prashant Agarwal (ITNL)	Dilip Bhatia (ITNL)	<p>It was mentioned that the suggestions that were provided by Dilip Bhatia in a meeting held in Goa had been incorporated while preparing financial forecasts that reduced the loss of INR 116 crs to INR 28 crs for Q3 of FY 2016-17.</p>
15 December 2016	Prashant Agarwal (ITNL)	Dilip Bhatia (ITNL)	<p>It was mentioned that with regard to ACEL and FSEL, it would help ITNL only if amounts were billed as design fees because construction margin cannot be booked in</p>

Date	Sender	Receiver	Particulars
			ITNL in Q3 unless it completes 10% work, which was not expected to be achieved.
20 December 2016	Dilip Bhatia (ITNL)	Ramchand Karunakaran (IL&FS), Mukund Sapre (ITNL), SC Mittal (ITNL)	<p>It was noted that with regard to Q3 of FY 2015-16, ITNL was still short of INR 40-50 crs to achieve its target. While all the action points discussed in Goa had been incorporated in the revised workings for the same, margin revision of BKEL, KSEL and BAEL projects were to be explored. Dilip Bhatia had requested SC Mittal to look into the same.</p>

- Further, in line with the above mails, further emails were found where the discussion was held regarding desired profitability to be achieved, which are as follows:

Date	Sender	Receiver	Particulars
24 December 2010	Deep Sen	Karunkaran Ramchand	<p>It was noted that ITNL was facing issues in the execution of the projects resulting in reduced profitability at the standalone level, and the same was maintained by collecting PDF / PMF from SPVs and by rotating borrowed funds across various projects.</p> <p>Further, it was proposed to reduce PDF / PMF revenue to 1% of the project costs from 2011-12.</p> <p>Also, it was noted that the profitability was a result of charging PDF in the initial six months of the project leading to a mismatch in the cost and revenue at the standalone level.</p>
28 November 2013	Prashant Agarwal		<p>On review of the email, it can be noted INR 56 crs had been proposed for inclusion as PDF in ITNL books for Quarter 3 of FY 2013-14. However, the same was proposed to be inflated to INR 66 crs to negate the impact of service to be paid.</p> <p>Further, the email stated that the increase of INR 10 crs would cover the shortfall in the billing of 'Commitment Charges', which were considered at INR 2 against the earlier amount of INR 6 crs.</p> <p>Additionally, the email stated that Advancing the booking of INR 25 crs as PDF from 'unidentified SPV' from Quarter 4 to Quarter 3 would adversely impact the</p>

Date	Sender	Receiver	Particulars
			<p>results of Quarter 4.</p> <p>Thus, from the above, it appears that the profitability of ITNL was managed by charging PDF to SPVs.</p> <p>This is further substantiated by the fact that while the amount of PDF would be decided beforehand, the SPVs on whom such PDF was to be charged would be decided at a later stage.</p>

- Thus, based on the above-mentioned points, it appears that discussion regarding margin revision, design fees, O&M start-up fees, etc. to be charged from SPVs were conducted in advance to ensure that the financial forecast of ITNL for Q3 of FY 2016-17 is converted from a loss of INR 116 crs to Profit After Tax.

- **Responses from the representatives of the company:**

As a part of regular review of budgets and forecasts, Finance department used to provide quarterly forecast of the P&L to Senior Management (MD and ED) for their review. The forecast was very preliminary based on data and information available at that time and subject to many changes including impact of transactions carried out in the quarter, IndAS adjustments, actual progress on construction activities, variations in borrowing costs etc

The Senior Management then used to hold forecast/review meetings in which various actions/works to be completed (including targets on construction progress to be achieved, the margins to be realised, savings in interest costs etc). By different departments were identified and responsibilities fixed on individuals to complete the same. The action plan along with its likely impact on company financials and profitability was converted into Profit Achievement Plan (PAP) which was then tracked to ensure requisite actions were taken. Responsibility of PAP was on the Senior Managements as all actions were advised by them.

The emails quoted were in respect of one such meetings held at an offsite location in Goa in which certain actions were advised by the Senior Management and were being tracked. All the actions / specific instances reported in the observation were duly supported by adequate documentation and approvals. The above exercise was part and parcel of normal budgeting and forecasting reviews carried out by any organisation to ensure that business targets set were tracked and corrective actions to achieve them were taken in time. It will be incorrect to say that these were to convert loss into profit. It is also pertinent to note that the loss of Rs 116 crs was an estimated number and calculated much before the end of the quarter and hence did not incorporate the developments till the end of the quarter as well as quarter end IndAS adjustments.

GT Comments on the responses provided by the representatives of the company:

- The internal discussions took place in mid-December 2016 of Q3 of FY 2016-17. The O&M start-up Fees, PDF/PMF fees, margins on the construction cost, etc., were to be recorded in accordance with the completion of the said services and not in order to achieve the quarterly profitability. (The same is highlighted in our observations on PDF/PMF profitability (Refer Section 4.2.18) and O&M profitability (Refer Section 4.4))

GT Assessment:

- Thus, our assessment remains unchanged that discussion regarding margin revision, design fees, O&M start-up fees, etc. to be charged from SPVs were conducted in advance to ensure that the financial forecast of ITNL for Q3 of FY 2016-17 is converted from a loss of INR 116 crs to Profit After Tax.

4.7.11 Potential anomalies in Letter of Comfort and Financial Guarantee by ITNL to BAEL

Background and Observation

- As of 31 March 2018, ITNL held an investment of INR 451.50 crs and had provided loans of INR 854.53 crs to BAEL. ITNL had total exposure of INR 1305.53 crs in BAEL as of 31 March 2018.
- Based on the review of the financial statements of BAEL, it was noted that the SPV was facing liquidity issues, i.e., it was facing negative cash flows from FY 2016 to FY 2018, which thereby casts questions on the repayment ability of the SPV.
- Below table highlights the cash flow position of BAEL:

#	Particulars	FY 2016 (INR in crs)	FY 2017 (INR in crs)	FY 2018 (INR in crs)
1	Cash flow from operations (A)	271.59	(265.02)	126.54
2	Cash flow from investing activities (B)	(555.73)	(981.86)	(543.66)
3	Cash flow from financing activities (C)	283.50	1246.35	397.36
	Net Increase/ (Decrease) in Cash Flow (A+B+C)	(0.64)	(0.53)	(19.75)

- As per the above-mentioned table the SPV had consistent negative net cashflows, yet the management had granted financial assistance (i.e., loans) without potentially undertaking any credit assessment of the SPV.
- It was further noted that the majority of the refinancing of the SPV from external lenders was done on the basis of “Letter of support/ Awareness or Financial Guarantees” from ITNL/ IL&FS to the lenders on account of the negative cash flow of BAEL.
- A similar trend was noted across multiple SPVs, which further highlights that the same would lead to a huge financial burden on ITNL and ultimately on IL&FS Limited and thereby would adversely impact their credit ratings.
- Thus, based on the above-stated facts, it was noted that to get additional financial assistance from the external lenders, the management used to present “Letter of Support/ Awareness and Financial Guarantee” on behalf of the SPVs despite being aware of the negative cash flows of the SPVs over continuous financial years.
- **Responses from the representatives of the company:**

ITNL as a Sponsor of the project undertook to provide financial assistance to the project for cost overrun and operational support. This was one of the pre-condition stipulated by lenders for funding of the project. Letter of Support/Awareness were issued to enable SPVs to raise funding. However, they were not in the nature of guarantees and ITNL did not have any legal and binding obligation to

make payment on behalf of the SPV. In no case ITNL provided financial guarantee on behalf of the SPV (except for submitting new bids). Hence to that extent the observation is incorrect.

GT Comments on the responses provided by the representatives of the company:

- ITNL was also facing a liquidity crunch and was infusing the funds in its SPVs by borrowing from external parties by presenting Letter of Support/ Awareness” on behalf of the SPVs, whose recovery was doubtful.

GT Assessment:

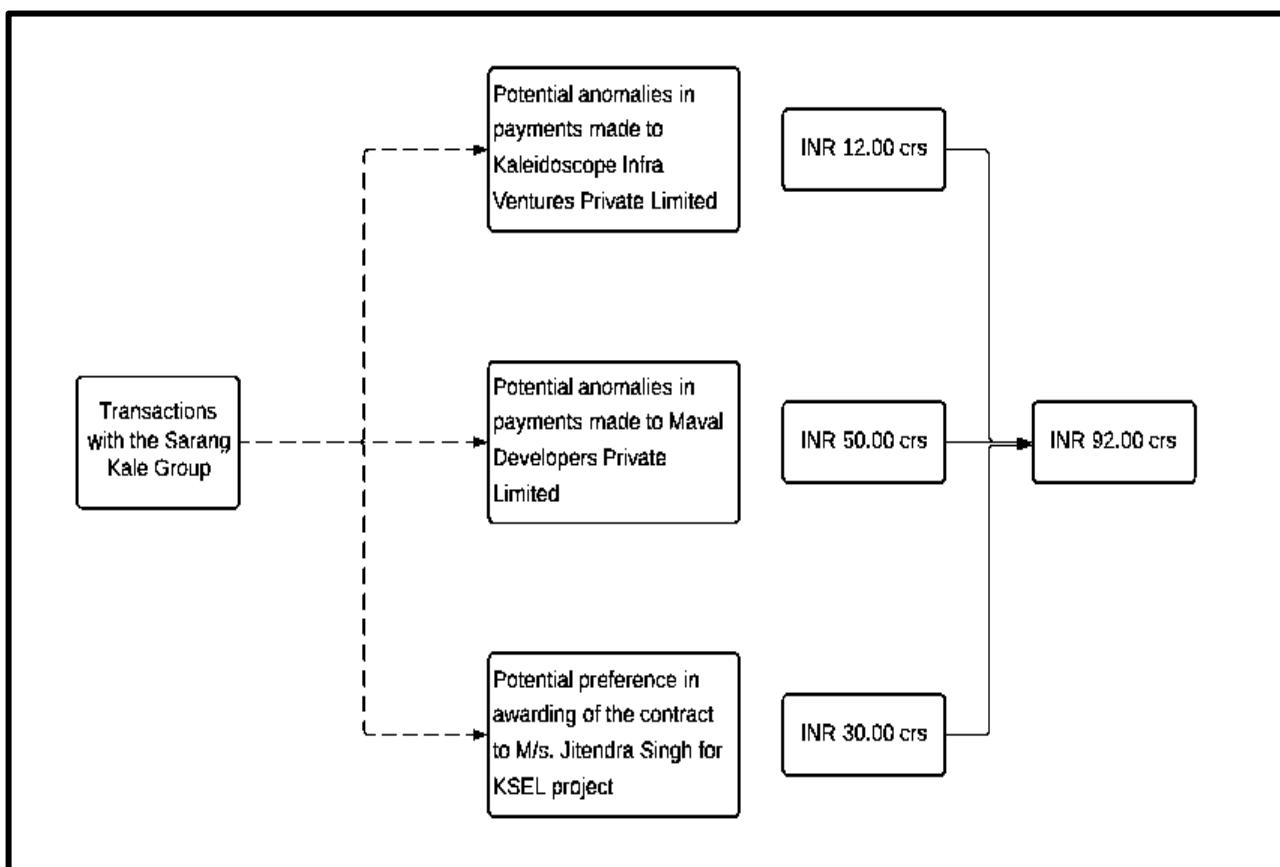
- Thus, our assessment remains unchanged that in order to obtain additional financial assistance from the external lenders, the management used to present “Letter of Support/ Awareness” on behalf of the SPVs despite being aware of the negative cash flows of the SPVs over continuous financial years.

Other anomalies

4.8 Transactions with red-flagged entities

Sarang Kale Group

- We had highlighted multiple anomalies with regard to entities belonging to Sarang Kale group wherein it was noted that Sarang Kale had potential close connection/ nexus/ financial dealings with the then KMPs of the IL&FS Group in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 and Report 2.0 on RIDCOR, RIPL and RLHL dated 07 November 2019.
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.



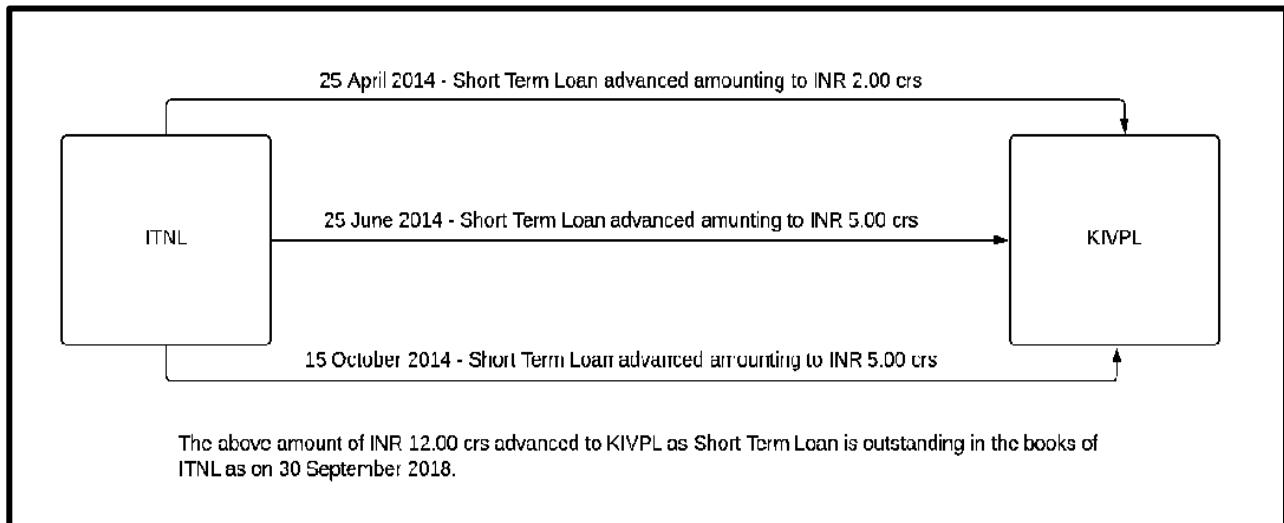
- Summary of transactions conducted with Sarang Kale group of companies:

#	Date	Particulars	Relationship with Sarang Kale	Nature of Transaction	Total payments made during the review period (INR in crs)
1	25 April 2014	Kaleidoscope Infra Ventures Private Limited	Directorship (Present)	Short Term Loan	2.00
	25 June 2014	Kaleidoscope Infra Ventures Private Limited	Directorship (Present)	Short Term Loan	5.00
	15 October 2014	Kaleidoscope Infra Ventures Private Limited	Directorship (Present)	Security Deposit	5.00
2	05 October 2015	Maval Developers Private Limited	Directorship (Present)	Security Deposit	50.00
3	2013 - 2015	Jitendra Singh	-	Contract Dues	30.00
Total					92.00

4.8.1 Potential anomalies in payments made to Kaleidoscope Infra Ventures Private Limited

Background and Observation

- Diagrammatic presentation of loans and deposits provided to Kaleidoscope Infra Ventures Private Limited ('KVIPL'):



- Based on the review of MCA records, it was noted that Sarang Kale has been a director in Kaleidoscope Infra Ventures Private Limited ('KIVPL') since 19 July 2010.
 - Funds provided by ITNL to KIVPL:
 - Based on the review of the bank statements and bank book of ITNL, it was noted on 25 April 2014, ITNL had provided a short-term loan of INR 2 crs to KIVPL. The said the short-term loan was outstanding in the books of accounts of ITNL as on 31 March 2018.
 - Further, based on the review of the bankbook of ITNL, it was noted that on 25 June 2014, ITNL had provided a short-term loan of INR 5 crs to KIVPL. The said the short-term loan was outstanding in the books of accounts of ITNL as on 31 March 2018.
 - During our review, we had identified an email dated 14 October 2014, which was sent by Ajay Menon (ITNL) to Mukund Sapre (ITNL) where it was mentioned that Karunakaran Ramchand (ITNL) had requested to arrange funds amounting to INR 10 crs to be paid to Sarang Kale. Subsequently, an email dated 15 October 2014 was identified, which was sent by Ajay Menon (ITNL) to George Cherian (ITNL), Mukund Sapre (ITNL), and Sachin Mohite (ITNL), wherein discussions were held to pay a sum of INR 5 crs to KIVPL. It was mentioned that the payment of INR 5 crs would be recorded as contract dues to avoid any queries during the audit. Further, we identified an email dated 06 November 2014 sent by Ajay Menon (ITNL) to Chetal Panchal (Deputy

Manager in ITNL) where it was mentioned that payment of INR 5 crs has to be recorded as a deposit.

- Based on the review of the bank statements of ITNL, it was noted a sum of INR 5 crs was provided to KIVPL on 15 October 2014 in the nature of the deposit. The said sum was outstanding in the books of accounts of ITNL as on 31 March 2018.
- Thus, based on the above-mentioned details, it appears that –
 - ITNL had provided loans and deposits of INR 12 crs (INR 2 crs + INR 5 crs + INR 5 crs) to KIVPL, which were outstanding in the books of accounts of ITNL as of 31 March 2018.
 - Out of the above INR 12 crs, Karunakaran Ramchand (ITNL) had requested to arrange funds to make payments to Sarang Kale, and accordingly, a sum of INR 5 crs was paid to Sarang Kale through KIVPL. Further, to avoid auditors' queries, the said payment is potentially recorded as contract dues.

- **Responses from the representatives of the company:**

These transactions were done basis the decisions taken by MD and ED and Committee of Directors (COD). All the required supporting along with the COD resolutions for granting these loans have now been provided to GT and are attached.

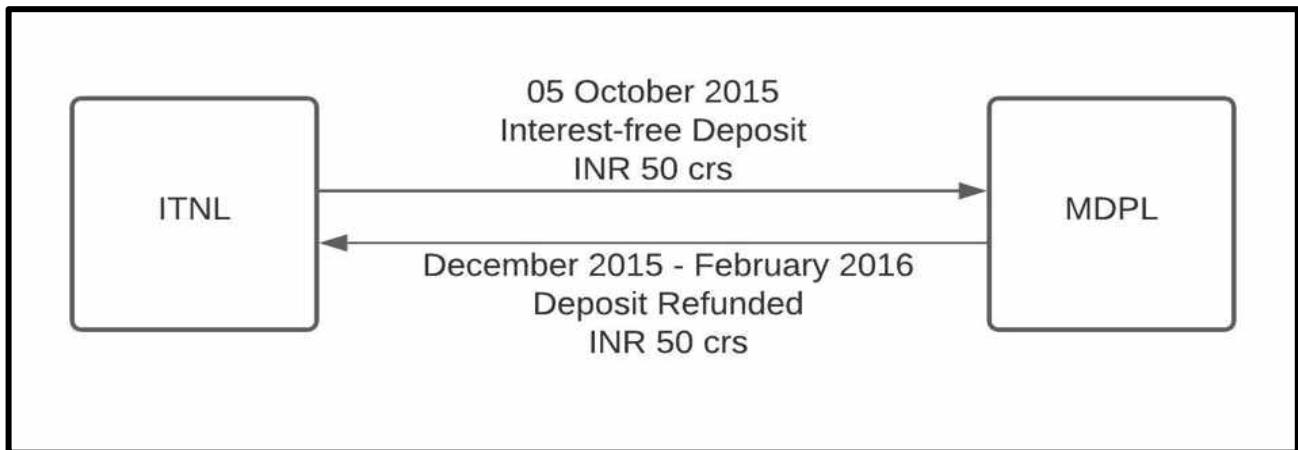
GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.8.2 Potential anomalies in payments made to Maval Developers Private Limited

Background and Observation

- Diagrammatic presentation of transactions entered into with Maval Developers Private Limited ('MDPL'):



- Based on our review of bank statements and bank book of ITNL, it was noted that an amount of INR 50 crs was placed as a deposit by ITNL with MDPL on 05 October 2015.
- Based on the review of MCA records, it was noted that Sarang Kale had been a director in MDPL since 24 October 2011.
- During our review, we identified an email dated 22 January 2016, which was sent by Makarand Saharabuddhe (Former Manager Accounts and Financial Reporting at ITNL) to Prince Gupta (Former Manager at M/s. Deloitte Haskins & Sells, Chartered Accountants) where MoU dated 01 October 2015 pertaining to deposits of INR 50 crs placed with MDPL were provided to the auditor. It was also noted that the deposit was towards availing services of identifying and procuring land parcels in the Pune Raigad stretch.
- However, MDPL, vide its letter dated 10 December 2015, had highlighted that the services for which a deposit of INR 50 crs was placed could not be completed due to challenges faced by them in establishing the clear title to the land, and hence the deposit would be refunded to ITNL. During the period December 2015 to February 2016, MDPL had refunded INR 50 crs to ITNL.
- Also, during our review, we had identified an email dated 01 February 2016, which was sent by Prashant Agarwal (ITNL) to Ajay Menon (ITNL) and Dilip Bhatia (ITNL) where he had mentioned that the auditors of ITNL had raised concerns that interest-free deposits were provided by ITNL –
 - MDPL – INR 50 crs

- KIVPL – INR 5 crs
- Vita Developers and Builders Private Limited – INR 5 crs.
- Thus, based on the above details, it appears that loans/deposits were provided to group companies of Sarang Kale for which interest was not charged by ITNL.
- Further, on documentation review, it was noted that as per the Committee of Directors ('COD') minutes dated 06 October 2015, where it was stated that ITNL had appointed MDPL to identify the land parcels and carry out a detailed due diligence process for which INR 50 crs was paid to MDPL as a deposit to complete the said due diligence process.
- List of representatives who had approved the said transaction are provided below

#	Representatives of ITNL	Designation
1.	K Ramchand	Managing Director
2.	Mukund Sapre	Executive Director
3.	Krishna Ghag	Company Secretary and Compliance Officier
4.	Hari Sankaran	Director
5.	Arun K Saha	Director
6.	Pradeep Puri	Director
7.	George Cherian	Chief Financial Officier

- **Responses from the representatives of the company:**

These transactions were done basis the decisions taken by MD and ED and Committee of Directors (COD). The approved COD copy for granting this interest free deposit has been provided to GT and is attached. The said deposit which was provided in Oct 2015 had been returned back in Feb 2016.

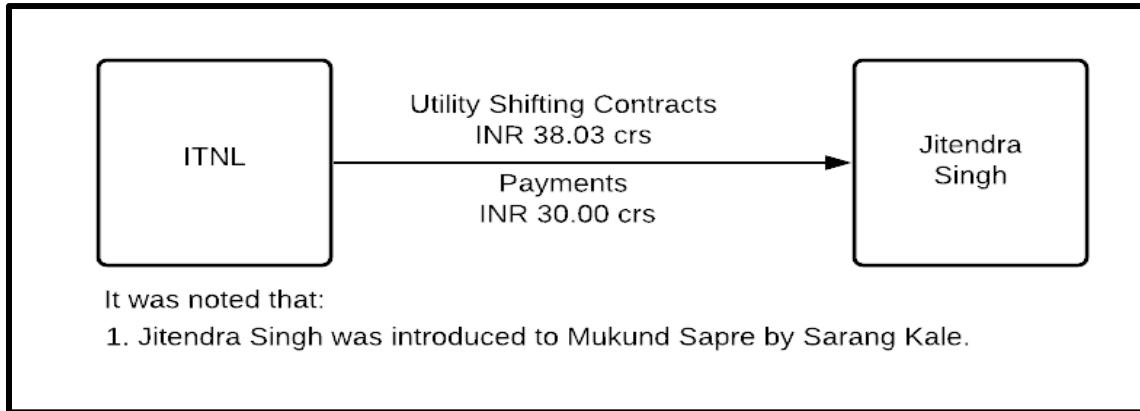
GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.8.3 Potential anomalies in contracts awarded to M/s. Jitendra Singh for KSEL project

Background and Observation

- Diagrammatic presentation of anomalies noted in contracts awarded to M/s. Jitendra Singh:



- Our review indicates an email sent by Sarang Kale to Mukund Sare (ITNL), wherein Sarang Kale had introduced M/s. Jitendra Singh to Mukund Sare (ITNL) (details pertaining to the date of the said email were not available).
- Further, we identified an email dated 13 October 2013, which was sent by KR Khan (ITNL) to Karunakaran Ramchand (ITNL), which indicated that M/s. Jitendra Singh, a utility shifting vendor, might have been potentially given preference by Karunakaran Ramchand (ITNL) as it was agreed beforehand that the utility shifting work of KSEL was to be awarded to M/s. Jitendra Singh.
- Further, another email was identified dated 23 November 2015, which Dinesh Mutha (Senior Manager at ITNL) sent to Rajesh, wherein concerns were raised by Dinesh Mutha (ITNL) that M/s. Jitendra Singh was not registered under the VAT regime even though contracts of INR 24.63 crs were awarded.
- Further, based on the information provided to us by the representatives of ITNL, it was noted that ITNL had awarded total contracts amounting to INR 38.03 crs for the purpose of utility shifting.
- Based on our review of the bank book, we noted ITNL had made payments of INR 30 crs to M/s. Jitendra Singh.
- Thus, based on the above-mentioned details, it appears that M/s Jitendra Singh might have been potentially given preference by Karunakaran Ramchand (ITNL).
- **Responses from the representatives of the company:**

No comments on the observation of preference given to a particular contractor. The said vendor was engaged for the utility shifting works. The utility shifting works were the additional works awarded by

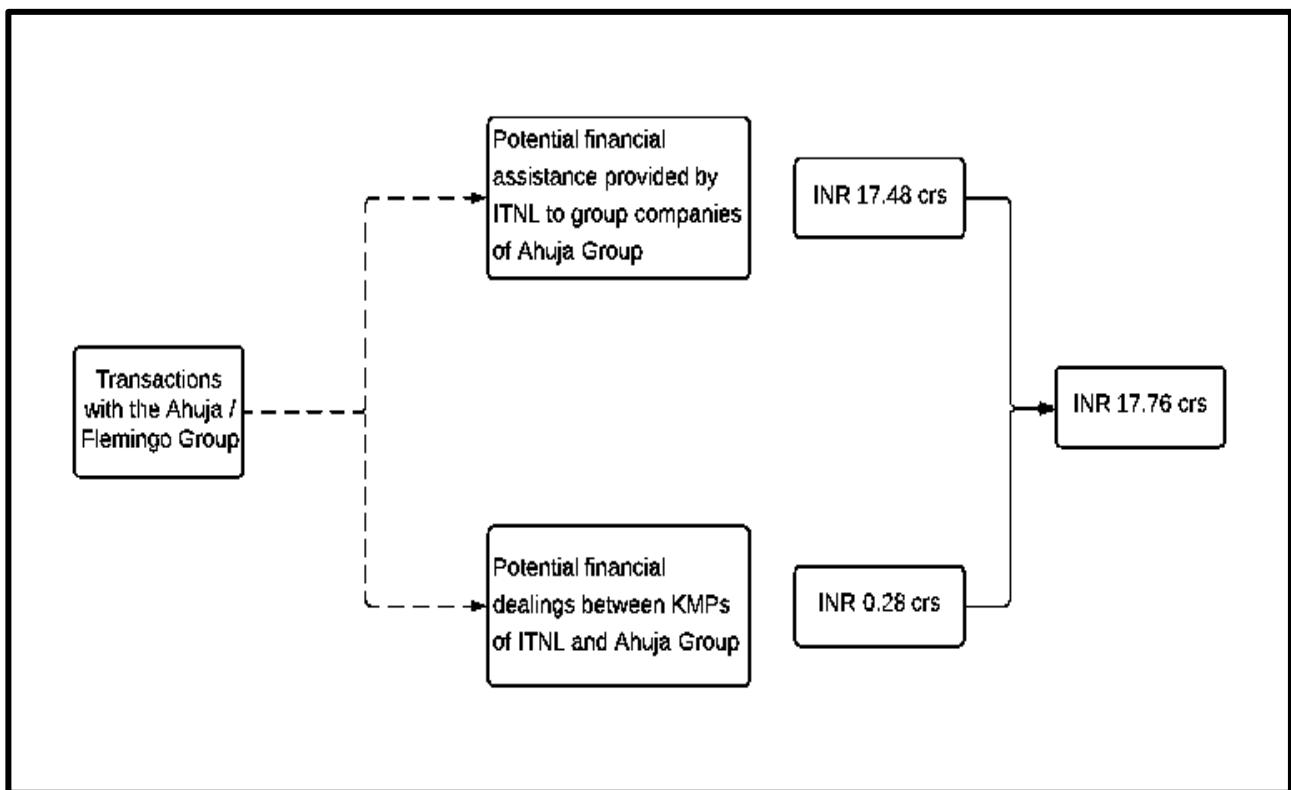
NHAI to the concessionaire to get the same executed through local vendors and the same had to be certified with the government utility authorities. Hence generally the local contractors, who can execute the works in consultation with the utility authorities without hindering the progress of main works for the concessionaire were preferred.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

Ahuja / Flemingo Group

- We had highlighted multiple anomalies in our Report on Forensic Audit of ITPCL dated 30 June 2020 with regard to entities belonging to Ahuja/Flemingo group wherein it was noted that Viren Ahuja and Atul Ahuja (Promoters of Ahuja/Flemingo group) had potential close connection/ nexus/ financial dealings with the then KMPs of the IL&FS Group.
- Based on additional work procedures performed in terms of documentation and email review, we have identified below mentioned anomalies in addition to the previous report.

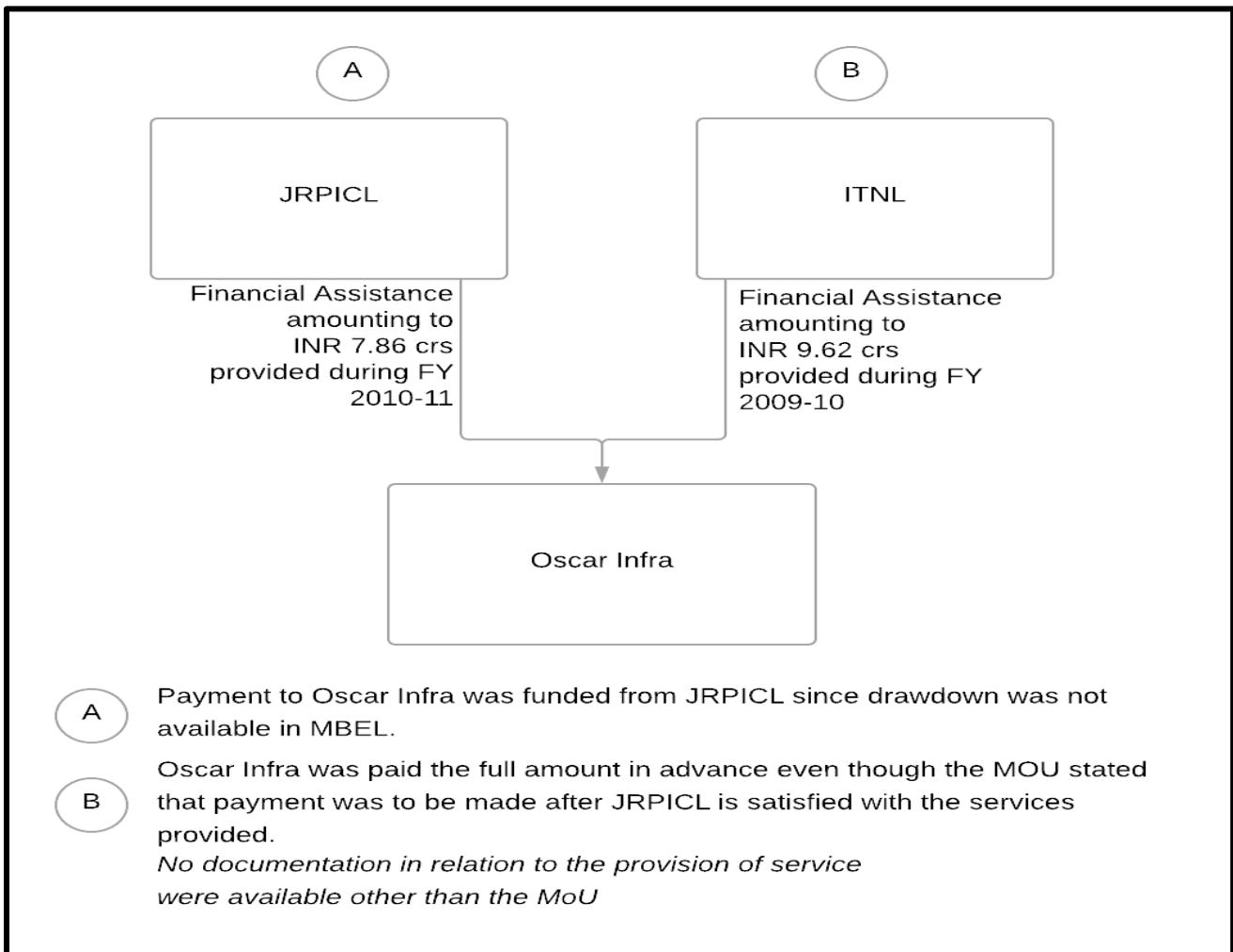


- Summary of transactions conducted with Ahuja / Flemingo group of companies (INR in crs):

#	Date	Particulars	Nature of Transaction	Payment
1	2009-10	Oscar Infra Private Limited	Advance	9.62
	2010-11	Oscar Infra Private Limited	Advance	7.86
2	January 2011	Viren Ahuja / Atul Ahuja	Purchase of Property	0.28
		Total		17.76

4.8.4 Potential financial assistance provided by ITNL to group companies of Ahuja / Flemingo Group

- Diagrammatic presentation of transactions entered into



- Based on the review of MCA records, it was noted that Oscar Infra Private Limited ('Oscar Infra') was one of the Ahuja / Flemingo Group companies.
- During our review, we had identified the following mail communications that indicate that potential financial assistance was provided to Oscar Infra:

#	Date of E-mail	Sender	Receiver	Particulars
1	07 June 2010	Ajay Menon (ITNL)	Mukund Sapre (ITNL)	It was discussed to provide INR 10 crs to Oscar Infra from MBEL. However, since drawdown limits were not available in MBEL, it was proposed to provide funds from JRPICL.

#	Date of E-mail	Sender	Receiver	Particulars
2	10 June 2010	Vijay Kini (ITNL)	Sandeep Dhone (Director of Oscar Infra)	JRPICL would make payments of INR 8.73 Crs to Oscar Infra against an MOU stating the following services to be provided by Oscar Infra to JRPICL: <ol style="list-style-type: none"> 1. Providing Assistance / Guidance to apply for project-related approvals/permits 2. Review the equipment mobilization plan of the contractors / Subcontractors
3	10 June 2010	Manoj Agarwal (Senior Manager Finance at ITNL)	Vijay Kini (ITNL), Narayanan Doraiswamy (ITNL)	In this email, it was mentioned that the entire amount should be paid as an advance payment to Oscar Infra. However, as per the MOU dated 15 April 2010, per clause 3 that payment of INR 8.73 crs would be made to Oscar Infra only if the above-mentioned services are provided to the satisfaction of JRPICL.
4	11 June 2010	Manoj Agarwal (ITNL)	Vijay Kini (ITNL)	In this email, Manoj provides details of funds transferred via RTGS to Oscar Infra's bank account. As mentioned in the email, the total amount paid to Oscar Infra net of tax was INR 7.86 crs.
5	08 July 2010	Ajay Menon (ITNL)	Ravi Sreehari (ITNL) & Narayanan Doraiswamy (ITNL)	In this email, Ajay writes that a report substantiating the completion of the services from Oscar Infra shall be required for the audit of JRPICL. He asks Ravi to prepare the same.
6	23 January 2014	Manoj Agarwal (ITNL)	Vijay Kini (ITNL), Narayanan Doraiswamy (ITNL), Sanjay Minglani (ITNL), Ajay Menon (ITNL)	Manoj shared a notice received from the Income Tax department. He also states that the tax officials have asked for all details with regard to Oscar Infra for FY 2010-11. He further states that no other report or document was received from Oscar Infra other than MOU & Invoice against the payments made of INR 8.73 crs.

- Further to the above transaction, the following email was also noted relating to Oscar Infra:

Date of E-mail	Sender	Receiver	Particulars
05 March 2010	Ajay Menon (ITNL)	Mukund Sapre (ITNL), Ravi Sreehari (ITNL)	<p>In this email, Ajay Menon (ITNL) mentions the manner of closing an open transaction with Oscar Infra.</p> <p>For Oscar Infra, he writes that Oscar Infra would raise a bill of INR 9.62 crs (including service tax and tax liability) on ITNL and ITNL will, in turn, make the payment to Oscar Infra.</p> <p>Subsequently, Sandeep Dhoke (Director of Oscar Infra) would arrange a cheque of INR 10 crs for ITNL.</p>

We could not independently verify the above transactions with relevant documents like invoices, bank statements, books of accounts, etc., as the same were outside the purview of our review period.

- Thus, based on the above-mentioned details, it appears that -
 - ITNL and JRPICL had provided financial assistance to Oscar Infra of INR 9.62 crs and INR 7.86 crs during the FY 2009-10 and FY 2010-11, respectively.
 - Oscar Infra was originally to be funded through MBEL; however, since drawdown was not available in MBEL, it was decided to fund through JRPICL.
 - As per the MOU, payment was to be made after JRPICL is satisfied with the services provided; however, Oscar Infra was paid the full amount in advance.
 - ITNL had provided financial assistance to Oscar Infra during FY 2009-10, and no documentation in relation to the provision of service was available other than the MoU.

- **Responses from the representatives of the company:**

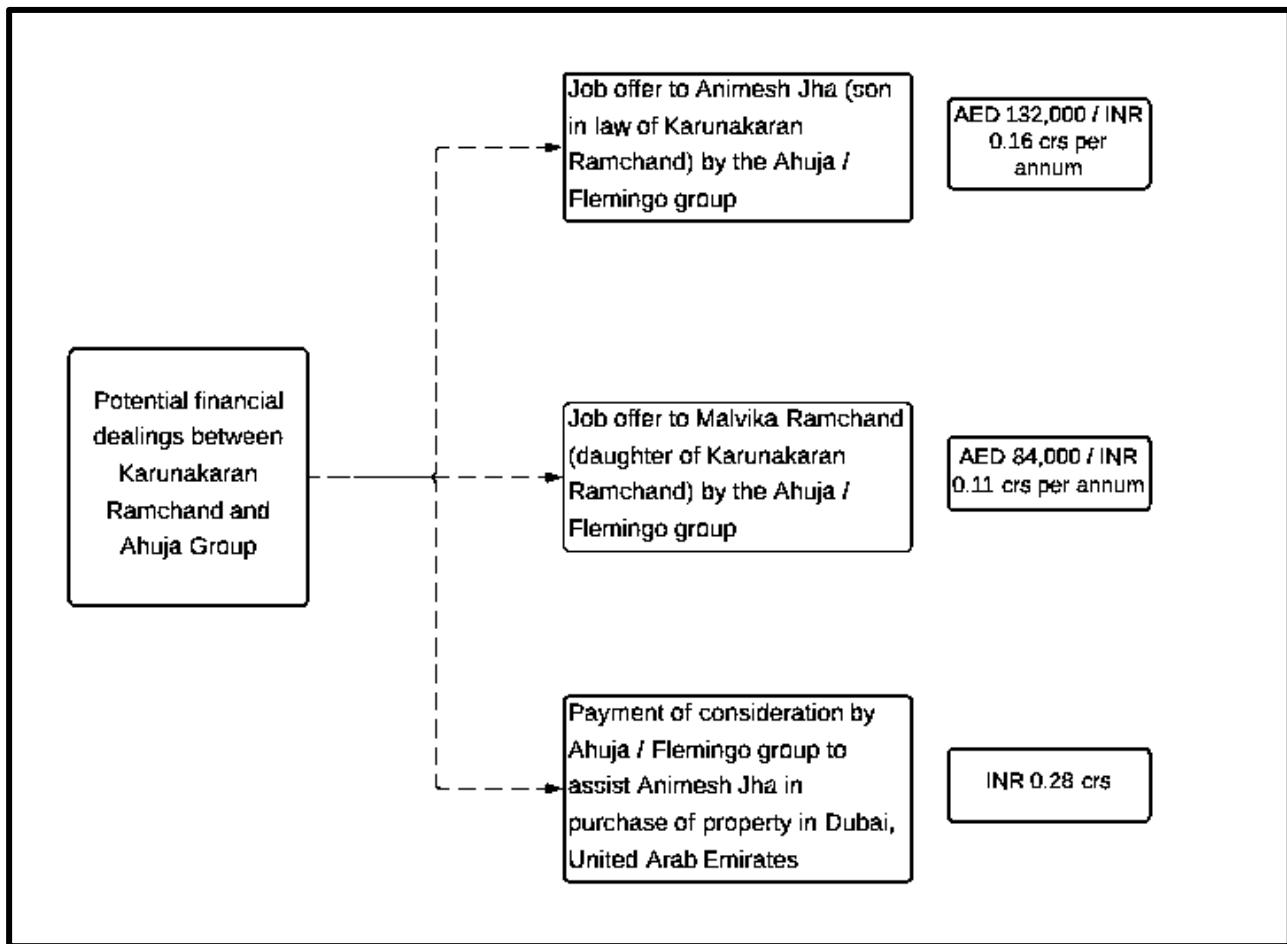
These transactions were done basis the decisions taken by MD and ED and / or Committee of Directors (COD). All moneys were received back and accounted for.

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.8.5 Potential financial dealings between the then KMPs of ITNL and Ahuja / Flemingo Group

- Diagrammatic presentation of potential anomalies identified:



- It was noted that Karunakaran Ramchand was the Managing Director of ITNL during the Review Period.
- During our review, the following financial dealings were noted between Karunakaran Ramchand and Ahuja/Flemingo group:
 - Job offer to Animesh Jha (son in law of Karunakaran Ramchand) by the Ahuja / Flemingo group
- During our review, we identified an email dated 04 March 2010 sent by Karunakaran Ramchand (ITNL) to Viren Ahuja and Atul Ahuja, requesting Viren Ahuja and Atul Ahuja to provide a job opportunity to his son-in-law with the Ahuja / Flemingo group with the expected salary being about 10,000 to 12,000 AED per month (AED 132,000 per annum).
- Further, we identified another email dated 22 April 2010 sent by Atul Ahuja to Karunakaran Ramchand (ITNL) wherein Atul Ahuja had shared the job appointment letter of Animesh Jha in Flemingo International Limited (a company of Ahuja / Flemingo group) dated 24 April 2010.

Job offer to Malvika Ramchand (daughter of Karunakaran Ramchand) by the Ahuja / Flemingo group

- During our review, we identified an email dated 25 October 2011 sent by Rajashree (Employee of the Ahuja / Flemingo group) to Karunakaran Ramchand, wherein Rajashree had shared the job appointment letter of Malvika Ramchand in Flemingo International Limited (a company of Ahuja / Flemingo group) dated 24 October 2011.
- It was noted from the attached appointment letter that Malvika Ramchand was offered a salary of AED 7000 per month (AED 84,000 per annum).

Payment of consideration by Ahuja / Flemingo group to assist Animesh Jha in the purchase of property in Dubai, United Arab Emirates

- During our review, we identified multiple email communications during January 2011 between Karunakaran Ramchand (ITNL) and Viren Ahuja / Atul Ahuja (promoters of Ahuja / Flemingo Group), wherein it was noted that the Ahuja / Flemingo group had assisted Animesh Jha to purchase a property in Dubai, United Arab Emirates.
- It was noted that Ahuja / Flemingo group had remitted a sum of INR 0.28 crs (AED 2,30,000) as part of the purchase consideration for the property acquired in Dubai, United Arab Emirates.
- Thus, based on the above-mentioned details, it appears that there were potential financial dealings between Karunakaran Ramchand and Ahuja / Flemingo Group.
- **Responses from the representatives of the company:**

No comments

GT Assessment:

- The representatives of ITNL has not provided any responses on the said observation and hence our assessment remains unchanged.

4.8.6 Loans provided by Avance Technologies Limited & Empower India Limited to SBHL, MPBCDCL and IRIDCL.

- On review of emails of various custodians of ITNL, it was noted that loan arrangements were entered between Empower India Limited and Avance Technologies Limited and SPVs of ITNL.
- Details of email communications are as below:

Date	Sender	Receiver	Particulars
27 March 2018	Ajay Menon	Chandrakant Jagasia	<p>It was discussed that IFIN would provide loans to Empower India Limited in coordination with Devang Master (Former Director of Empower India Limited) and that the said transaction's documents were to be executed.</p>
17 April 2018	Vidya Merala	Ajay Menon	<p>It was observed that approval for debiting SPV for invoice raised by Enarr Capital LLP and Enarr Capital Advisors Pvt Ltd for providing advisory services in regard to arranging the above loans amounting to INR 4.33 crs was requested.</p> <p>It seems unusual that when the ITNL team provided all the documents in relation to the loan, however, Enarr Capital LLP and Enarr Capital Advisors Pvt Ltd had raised invoiced of INR 4.33 crs in the name of advisory fees.</p>
28 August 2018	Avance Technologies	Dwaipayan.Ghosh@ilfsindia.com, Ajay.Menon@ilfsindia.com	<p>It was observed that bank statements of Avance Technologies Limited were shared. It showed that Avance Technologies Limited had received interest of INR 4.93 lakhs (the bank statement narration does not mention the name of the party from interest was received) and correspondingly paid interest of INR 4.43 lakhs to IFIN, i.e. Avance Technologies Limited had earned INR 0.50 crs for the said arrangement.</p>
16 November 2018	Reena Jalan	Krishna Ghag, Deepak Pareek	<p>It was observed that Avance Technologies Limited wrote a letter to the Board of Director of IL&FS Limited, where it was highlighted that the said arrangement was carried out in March 2018 at the</p>

Date	Sender	Receiver	Particulars
			behest of IL&FS Group. Therefore, It seems that the said arrangement was a structured arrangement.
29 March 2018	Ajay Menon	info@empowerindia.in; Avance Technologies	It was noted that Ajay Menon had shared the Letter of Undertaking with regards to MPBCDCL, which has to be provided by the provider of loan, i.e. Avance Technologies Limited, but was shared by the ITNL employee.
28 March 2018	Ramesh Suvarna	info@empowerindia.in	It was noted that Ramesh Suvarna had shared Loan Agreement, Term Sheet and Demand Promissory Note documents in relation to availing INR 30 crs loan by SBHL from Empower India Limited. Further, on 29 March 2018, Ajay Menon had also shared a draft term sheet with respect to availing the loan by IRIDCL amounting to INR 140 crs from Avance Technologies Limited and MPBCPL amounting to INR 150 crs from Avance Technologies Limited.

▪ Thus, it appears unusual that:

- Loans provided by Empower India Limited and Avance Technologies Limited to ITNL SPVs were sourced from IFIN.
- Certain loan documents required to be prepared by Empower India Limited and Avance Technologies Limited, being the provider of loans, were prepared by ITNL employees instead.
- Advisory fees of INR 4.33 crs was charged by Ennar Capital LLP and Ennar Capital Advisors Private Limited even though the ITNL employees prepared the documentation.
- A loan arrangement between IFIN, Avance Capital Limited, and ITNL SPV was requested by the representatives of ITNL, which helped Avance earn a margin of INR 0.50 crs.

▪ **Responses from the representatives of the company:**

As stated earlier, IFIN was appointed as sole syndicating agency for raising loans for ITNL. The decision to raise funds for ITNL through third parties/contractors who would be funded by IFIN and then in turn will fund ITNL was of group management board and was structured and implemented by IFIN debt syndication team. ITNL had limited / no say in these transactions.

As regards documentation, Since ITNL and IFIN had a standard set of loan documentation, draft of some of these were shared for ease of documentation.

The advisory fee that was charged by Ennar Capital Advisors Pvt Limited was for advisory service provided relating to raising of loans for ITNL and sharing of some of the standard loan document was only incidental. IFIN had provided loans to these entities which in turn had advanced the loans to ITNL SPV's. The margin earned by these entities was the differential of the interest rate on the loans that was advanced to the ITNL SPV's.

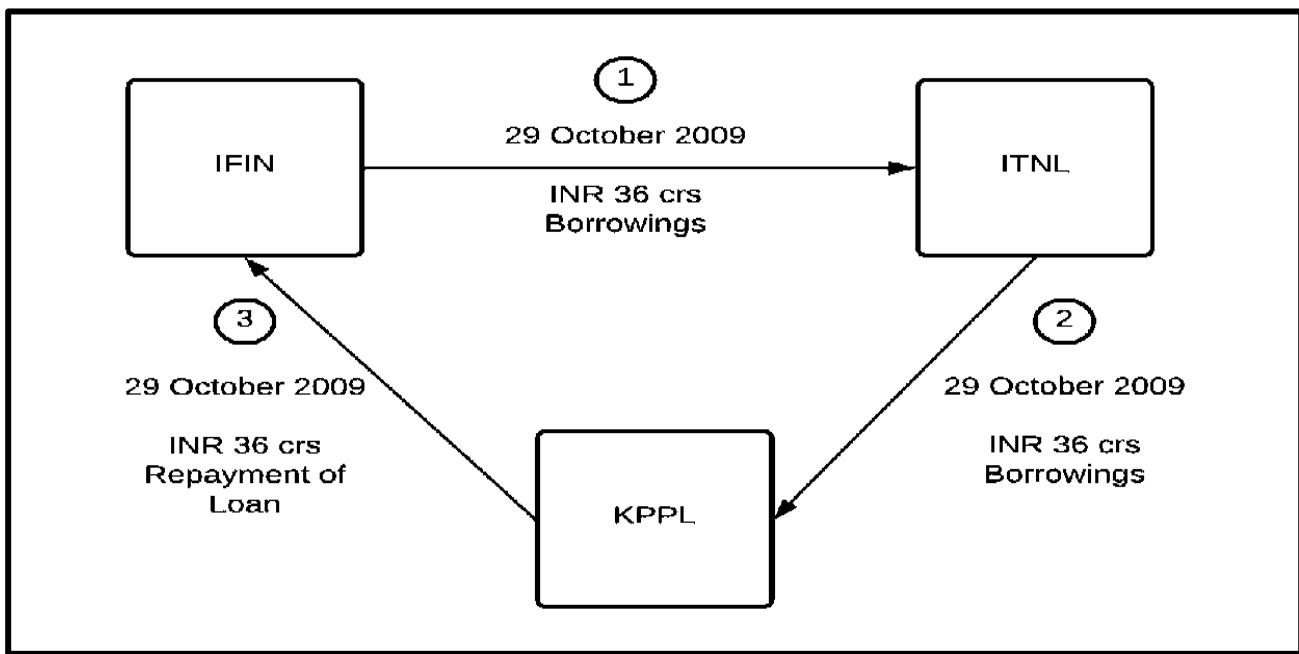
GT Assessment:

- The responses provided by the representatives of ITNL stating that sharing loan documents was incidental is incorrect as in the email conversation it clearly indicates that the ITNL team was required to draft the loan agreements. Further, the responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus based on the above responses provided by the representatives of ITNL and responses provided by us, our observation remains unchanged.

4.9 Potential irregularities in the takeover of loan from IFIN

Background and Observation

- Diagrammatic presentation of transactions entered into:



- Kohinoor Projects Private Limited ('KPPL') is the promotor of Kohinoor CTNL Infrastructure Company Private Limited, which was engaged in constructing Kohinoor Square Mall in central Mumbai.
- During our review, we identified an email dated 23 September 2009 sent by Tushar Shah (Former Chief Operating Officer – IFIN) to Ramesh Bawa (Former Chief Executive Officer – IFIN) and Milind Patel (Former Joint Managing Director – IFIN), where following points were discussed:
 - IFIN had extended loan to KPPL of INR 34.5 crs for purchase of Kohinoor-CTNL shares from ITNL which was due for repayment since July 2009.
 - In order to repay the said loan, IFIN will extend a fresh loan to ITNL which ITNL will further extend the loan to KPPL and KPPL will utilise the fresh loan to repay its existing outstanding loan to IFIN.
- Further, in an email dated 03 September 2014 sent by Hiren Gor (Senior Manager at ITNL) to Ajay Menon (ITNL), which included the details of loans provided to KPPL by IFIN and subsequent takeover of loan by ITNL. Based on the review of the document attached to the email, it was noted that*:
 - Further, it was noted that IFIN had provided another short term loan of INR 36 crs to ITNL on 29 October 2009, which was transferred by ITNL to KPPL on the same day to

repay its outstanding payable towards IFIN. The payment of INR 36 crs by ITNL to KPPL was in the nature of a loan with a tenor of 1 year at the rate of 16%.

- Accordingly, KPPL had repaid its outstanding payable of INR 36 crs to IFIN on the below-mentioned dates: (INR in crs)

#	Date of repayment of the loan by KPPL to IFIN	Amount (INR in crs)
1	29 October 2009	35.38
2	16 November 2009	0.55
	Total	36.00

- Further, ITNL had availed fresh borrowings of INR 36 crs from external sources and repaid its outstanding payable to IFIN on 25 March 2010.
- ITNL had extended the due date of repayment of loan provided to KPPL multiple times on the request of KPPL from 2010 to 2014.
- Based on the review of the books of ITNL, it was noted that as on 30 September 2018, the loan of INR 36 crs provided to KPPL was still outstanding in the books of ITNL with an accrued interest of INR 41.15 crs.
- Thus, based on the details provided, it appears that-
 - The loan liability of IFIN towards KPPL of INR 36 crs was taken over by ITNL to reduce the exposure in the books of IFIN.
 - ITNL had potentially availed fresh borrowings from external sources to take over the aforesaid loan.
 - ITNL had an outstanding receivable of INR 77.15 crs (Principal 36 crs + Accrued Interest of INR 41.15 crs) from KPPL as of 30 September 2018.

*We couldn't verify the transactions independently from the books of accounts as the said period was outside the purview of our Review Period.

▪ **Responses from the representatives of the company:**

The loan from IFIN were taken over by ITNL based on discussion / decision taken at the Group level by IFIN/ITNL management. Relevant mails to this effect have been shared with GT and are attached. GT was provided access to all accounting records including for period outside their review period.

▪ **GT assessment:**

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Further, we were provided access to books of accounts from FY 2011. However, the transactions in the observations pertain to FY 2009-10 for which we did not have access. Thus, our assessment remains unchanged.

4.10 Potential anomalies in stake swap of JSEL and NAMEL between ITNL and Ramky Infrastructure Limited

Background

- NAMEL is an SPV of ITNL sponsored by ITNL and RIL in the ratio of 50:50, which was awarded a BOT project to construct the road in the state of Andhra Pradesh. It was noted that RIL was also one of the subcontractors of the NAMEL project.
- JSEL is an SPV of ITNL sponsored by ITNL and RIL in the ratio of 50:50, which was awarded a BOT project to construct the road in the states of Assam and Meghalaya.
- It was noted that ITNL and RIL were the joint venture partners in both the SPVs, i.e. NAMEL and JSEL projects holding 50% stake each in the said projects.
- The below table provides a chronology of the events with regard to the stake swap:

Date	Event
31 August 2013	A Memorandum of Agreement ('MoA') was signed between ITNL and RIL to swap the shares of NAMEL vis-à-vis JSEL, resulting in ITNL being 100% shareholder of JSEL and RIL being 100% shareholder in NAMEL.
12 August 2014	Email indicates that Ayodhya Rami Reddy (RIL) sought the consent of Mukund Sapre (ITNL) to move forward with the stake swap. Further, Ayodhya Rami Reddy (RIL) mentioned that RIL's cash flow and financial position was not strong to support the cost over-runs in NAMEL and further sale of NAMEL by RIL was potentially a good opportunity to resolve the aforesaid issues.
12 August 2014	Mukund Sapre (ITNL) responded that the swap stake was not promised and requested Ayodhya Rami Reddy (RIL) to target the finalization of the stake swap in next quarter's board meeting.
08 June 2018	A meeting was held between the representatives of ITNL and RIL where it was discussed that RIL would make payment of INR 40 crs to ITNL for stake swap of JSEL and NAMEL.
13 July 2018	As per the valuation report received from Akasam Consulting Private Limited, it was noted that the valuation of NAMEL arrived at INR 120 crs.
07 August 2018	Valuation Report of JSEL was received from Master Capital Services Limited stating a valuation of INR 33.50 crs.
16 August 2018	Stakes of JSEL and NAMEL were swapped between ITNL and RIL, making both the entities 100% owners of the respective SPV's, and ITNL received a net consideration of INR 43.20 crs from the said transaction.

Date	Event
01 September 2018	RIL sold NAMEL to Cube Highways for a consideration of INR 1,669 crs.

Observation

Potential anomalies in consideration agreed in stake swap agreement between ITNL and RIL:

- Based on the review of MoA dated 31 August 2013 between ITNL and RIL, it was noted that ITNL and RIL agreed to swap stakes for JSEL and NAMEL project in a manner that ITNL shall have 100% stake in JSEL and RIL shall have 100% stake in NAMEL.
- Based on the review of the valuation report dated 13 July 2018 by Akasam Consulting Private Limited, it was noted that the valuation of NAMEL was arrived at by using a discounting rate of 16%, which led to a business valuation of NAMEL to INR 1,456 crs. Further, it was noted that the net valuation of NAMEL (after making adjustments of outstanding loans, cash/bank balances and investments) as per the said valuation report was INR 120 crs.
- Based on the review of the valuation report dated 07 August 2018 by Master Capital Services Private Limited, it was noted that the valuation of JSEL was arrived at by using a discounting rate of 13.20%, which led to a valuation of INR 33.50 crs.
- Based on the review of board resolutions of ITNL dated 16 August 2018, it was noted that
 - The total consideration to be paid by ITNL to RIL for purchasing a 50% stake in JSEL would be INR 16.80 crs (50% * valuation of JSEL, i.e. INR 33.50 crs).
 - The total consideration to be received by ITNL from RIL for selling a 50% stake in NAMEL would be INR 60 crs (50% * valuation of NAMEL, i.e. INR 120 crs).
- It can be noted from the above that RIL had to pay a net consideration of INR 43.20 crs (INR 60 crs – INR 16.80 crs) to ITNL for stake swap of JSEL and NAMEL.
- Further, we identified an email dated 11 June 2018 sent by Krishna Ghag (ITNL) to Ajit Singh (Senior Manager at ITNL), Vijay Kini (ITNL), Mukund Sapre (ITNL) and others where it was noted a meeting was held between representatives of ITNL and RIL on 08 June 2018, where it was discussed that RIL would make payment of INR 40 crs to ITNL for stake swap of JSEL and NAMEL as agreed in the agreement dated 31 August 2013 between ITNL and RIL. It appears that the transaction amount of INR 40 crs was already agreed on between ITNL and RIL on 08 June 2018, whereas the stake swap transaction actually happened on 16 August 2018.
- Further, based on the media article dated 01 September 2018, RIL had sold NAMEL for a consideration of INR 1,669 crs to M/s. Cube Highways. Thus, it can be noted that after approx 1.5 months from the stake swap agreement between ITNL and RIL, NAMEL was sold at a value higher

by INR 213 crs (INR 1,669 crs – INR 1,456 crs) valued as per the valuation report dated 13 July 2018.

Potential anomalies in the valuation report of NAMEL

- Based on the review of the valuation report of Akasam Consulting Private Limited dated 13 July 2018 for NAMEL, it was noted that the discounting rate of 16% was arrived based on a 'Report of the BK Chaturvedi Committee on NHDP' which had stated that the post-tax return on equity (Equity IRR) was 16% per annum at an assumed debt-equity ratio of 70:30. However, on review of the PIM of NAMEL, it was noted that the debt-equity ratio was 60:40. Thus, it appears unusual that an assumed debt-equity ratio was considered instead of the existing debt-equity ratio to arrive at a discounting rate of 16% for the valuation of NAMEL.

Potential anomalies in the valuation report of JSEL

- Based on our public domain searches, it was noted that the corporate identification number of Master Capital Services Limited (the entity that prepared the valuation of JSEL) did not exist in the records of MCA.
- Thus, it appears that –
 - It is unusual to note that the net consideration to be received by ITNL of INR 43.20 crs on stake swap agreement was discussed and agreed approx. two months before the date of the stake swap transaction.
 - ITNL had received a potential lower amount on the sale of NAMEL as the same was sold after 1.5 months for a higher valuation.
 - There were potential anomalies in arriving at the discounting rate considered for the valuation of NAMEL.
 - It is unusual to note that the entity that prepared valuation reports of JSEL does not exist in the MCA records.

- **Responses from the representatives of the company:**

The observation is not correct

The email of KG of 11th June spoke about the agreement signed in 2013 whereby Rs 40 crs was to be paid for the swap of shares and the fact that Ramky had not honoured the agreement at that point of time. The email further stated that based on the meeting with Ramky management on June 8, 2018 Ramky had agreed to make the payment of Rs 40 crs now honouring the 2013 agreement. The email also provided the payment mechanism by Ramky.

The actual swap transaction was done at Rs 43.20 crs and not at Rs 40 crs as decided in 2013 based on updated valuation of JSEL and NAMEL obtained at that time.

The calculation provided by auditors are incorrect.

- Debt-Equity ratio as per PIM was 60:40
- Total Debt of NAMEL as per March 2018 was Rs 1410 cr . Based on this D/E ratio works out to 68:32, which was close to the ratio considered by valuer (70:30)
- In any case valuation was an independent assessment by an independent valuer and company had no role to play in the same

As per the exchange announcement made by Ramky on 31st August 2018 (copy enclosed) 100% stake in NAMEL was sold by Ramky to Cube for Rs 140 crs.(equity value) This translates to value of Rs 70 crs for 50% stake as against Rs 60 crs received by ITNL. Rs 10 crs difference can be very well attributed as control premium received by Ramky as it transferred 100% stake to Cube

CIN of Master Capital Services Limited is U67120PB1994PLC014481. So observation of auditor is incorrect

GT Assessment:

- No supporting documents are provided by the representatives of ITNL to support their responses. Hence, our assessment remains unchanged.

4.11 Potential non-compliance of loan agreement with lenders in JSEL

Background and Observation

- JSEL is an SPV of ITNL sponsored by ITNL and RIL in the ratio of 50:50, which was awarded a BOT project to construct the road in the states of Assam and Meghalaya.
- Based on the review of the Common Loan Agreement ('CLA') dated 21 October 2010 between JSEL and Indian Bank, United Bank of India, and Punjab & Sindh Bank, it was noted that JSEL had availed borrowings amounting to INR 740 crs for the execution of the project.
- Further, it was noted that as per clause 5.13 and clause 6.13 of CLA, any escalation over and above the project cost should be arranged by ITNL and RIL in a manner acceptable to lenders.
- Based on the review of the development agreement dated 01 October 2013 between ITNL and JSEL, the following was noted:
 - The original development agreement executed on 20 October 2010 was amended on 01 October 2013;
 - The project's development cost agreed between JSEL and ITNL was increased by INR 152.73 crs, i.e. from INR 598.70 crs to INR 751.43 crs.
- Further, it was noted that the board of directors of ITNL vide meeting dated 21 January 2014 had ratified the amendment of the development agreement dated 01 October 2013. However, it was noted that as per the requirement of CLA, the consent of lenders was not taken prior to amending the development agreement dated 21 October 2013.
- Also, it was noted that the internal auditors of JSEL (M/s. S Ghosh & Associated) vide their report dated 12 March 2014 had raised concerns with regard to obtaining requisite approvals from the lenders prior to amending the original development agreement.
- Further, the representatives of ITNL had provided their responses in relation to observations noted by the internal auditor mentioning that the matter will be taken up with the senior lenders in the forthcoming consortium meeting.
- Further, based on the responses provided by the representatives of ITNL for the observations mentioned in the internal audit report dated 12 March 2014, it was noted that the approval for the same would be taken from the lenders in the subsequent consortium meeting. Further, the supporting documentation in relation to approval taken from lenders was not made available for our review.
- Thus, based on the above-mentioned details, it appears the JSEL had potentially violated the terms and conditions of the CLA dated 21 October 2010 by not taking prior approval of lenders before amending the original development agreement and increasing the cost by INR 152.73 crs.

- Based on an email dated 08 July 2020, we had requested the representatives of ITNL to provide us with the relevant approvals taken from the lenders in relation to revision in development cost of INR 152.73 crs for the JSEL project. However, the same was not provided by the representatives of ITNL for our review.
- **Responses from the representatives of the company:**

The Company has shared with GT the presentation made to the lenders at the time of consortium meeting held with the lenders on Nov 03, 2011 & Dec 16, 2013. The Dec 16, 2013 presentation showed the revised increased number w.r.t. the development agreement. So while explicit approval for the increase may have not been taken the consortium lenders were kept informed of the increase during the meeting which was evident from the numbers presented. The copy of the minutes of these consortium meeting has also been shared with GT and is attached. While no reference of the increase was made in the minutes there were other cost and project related figures in the minutes that matched suggesting the sanctity of the presentation. In any cases, entire debt of JSEL was refinanced with the issue of NCDs and repayment of project lenders. At the time of refinance, the project cost was disclosed properly to new lenders / NCD holders and hence the observation of auditors becomes infructuous.

GT Comments on the responses provided by the representatives of the company:

- Based on the responses provided by representatives of ITNL, it can be noted that the lenders of JSEL had not explicitly approved the increase in the project cost of JSEL. Although the presentation dated 03 November 2011 and 16 December 2016 contained details, the minutes of the meeting dated 16 December 2013 provided by the ITNL team does not mention any changes or increase in the project cost. Thus we could not ascertain if the said discussions had happened in the meeting and if the lenders were aware. Further, though the project cost was disclosed at the time of refinancing, the fact remains that requisite approvals were not taken from the lenders with regard to the increase in the project cost.

GT assessment:

- Thus, our observation remains unchanged that no prior approval of lenders was taken before amending the original development agreement and increasing the project cost by INR 152.73 crs.

4.12 Potential non-disclosure of related party transactions in the financial statements of CNTL

Background and Observation

- CNTL is an SPV promoted by ITNL, which was awarded a BOT project to construct the road in the Udhampur district of Jammu and Kashmir.
- As per the Companies Act, 2013 and Accounting Standard – 18 ‘Related Party Disclosures’ as issued by the Institute of Chartered Accountants of India, all related party transactions for the year are to be disclosed separately in the company’s financial statements.
- Based on the review of the books of accounts of CNTL, it was noted that during the period FY 2015-16 and FY 2016-17, CNTL had availed professional services of INR 0.36 crs from IL&FS Global Financial Services Pte Limited ('IGFSPL') (a wholly-owned subsidiary of IL&FS Financial Services Limited).
- However, as per the related party disclosures of CNTL, it was noted that for the period FY 2015-16 and FY 2016-17, CNTL had disclosed the value of related party transactions with IGFSPL at INR 1.43 crs. The below table provides year on year comparison of the transactions vis-à-vis related party transactions disclosed in financial statements:

#	Particulars	FY 2015-16	FY 2016-17	Total
1	Value of transactions as per books of accounts of CNTL	0.34	0.02	0.36
2	Value of related party transactions disclosed in the financial statements of CNTL	0.70	0.73	1.43
	Difference			1.07

- Thus, based on the above-stated details, it appears that the CNTL had potentially reported excess related party transactions by INR 1.07 crs with IGFSL during the period FY 2015-16.
- **Responses from the representatives of the company:**

The disclosure given in the financial statements were correct, and the same has been explained to GT.

GT Comments on the responses provided by the representatives of the company:

- The responses provided by the representatives of ITNL relating to disclosures in the financial statements were correct for FY 2014-15 and have been rectified accordingly. However, there was a mismatch in disclosures for FY 2015-16 and FY 2016-17.

GT Assessment:

- Thus, our assessment remains unchanged that there were lapses in the financial statement disclosures.

4.13 Potential issues in the operations at the site

Background and Observation

- The below table enlists issues noted in the operations at the site of SPVs as gathered from the exchange of emails between ITNL and SPVs representatives:

Date of e-mail	Concerned SPV/entity	Sender	Receiver	Key points discussed in the e-mail
24 October 2016	ACEL	VK Tripathi (ITNL)	MB Bajulge (Former Vice President at ITNL)	It was highlighted that work is progressing in an unorganized manner with insufficient resources.
04 October 2018	ITNL, JRPICL and EMSL	Satya Ranjan Rout (Employee of ITNL)	Representatives of ITNL	Events of labour strikes at sites RRR and RPR-I were highlighted.
05 October 2018		Sanjay Minglani (ITNL)		Almost all the O&M projects in Jharkhand were facing labour strikes.
06 October 2018		Gautam Tandasi (Employee of ITNL)		It is suggested that immediate payment of INR 0.65 crs should be made to end these strikes and avoid any issues from the lenders of JRPICL. O&M activities of JRPICL were sub-contracted to EMSL.
08 October 2018		Dilip Bhatia (ITNL)		Dilip Bhatia mentioned stopping all O&M payments to vendors until all clarifications regarding O&M payments are received.
08 October 2018		Madan Mohan (Former Assistant Vice President at ITNL)		An explanation is provided relating to payments, as Dilip Bhatia (ITNL) requested in the previous mail. He also shared the calculation of amounts received by ITNL from JRPICL towards O&M expenses and further payments made by ITNL

Date of e-mail	Concerned SPV/entity	Sender	Receiver	Key points discussed in the e-mail
				to EMSL towards sub-contracting of O&M services.
08 October 2018		Dilip Bhatia (ITNL)		Concerns are raised by Dilip Bhatia that either ITNL or EMSL is withdrawing the funds meant for O&M payments and whether the same is the reason for labour strikes happening at the project site. Further, he requested details of O&M payments made to ITNL and EMSL by JRPICL till September 2018.

- Based on the review of the spreadsheet shared by Madan Mohan (ITNL) pertaining to O&M payments vide email dated 08 October 2018, it was noted that ITNL had received INR 7.50 crs from JRPICL against the billing of INR 15.60 crs till September 2018. However, ITNL had paid only INR 1.63 crs to EMSL against the billing of INR 10.13 crs.
- Based on the above-stated details, it appears that:
 - Representatives of ITNL were aware of the issues at the ACEL project site;
 - Concerns were raised by the representatives of ITNL that one of the entities, i.e. either ITNL or EMSL, was withdrawing funds that were meant for O&M purposes;
 - Additionally, ITNL had made fewer payments made to EMSL against O&M bills, which were potentially one reason for labour strikes at the JRPICL project site.

Date	Sender	Receiver	Particulars
11 February 2016	Sreelal	MB Bajulge and KR Khan	<p>It was stated by Manoj Kumar Gupta that it is necessary for ITNL to raise a work order for the work being executed at FSEL and ACEL.</p> <p>Further, it was also stated by Manoj Kumar Gupta that the same was urgent concerning the work payments to be made from ITNL to EMSL and further from EMSL to its sub-contractors.</p>

Date	Sender	Receiver	Particulars
			<p>Upon this, Sreelal raised the concern that the rate proposed by EMSL is much higher than the rate offered by other agencies.</p> <p>However, it was concluded by MB Bajulge that the rate of EMSL is higher, but to recover the other expenses of EMSL, it needs to be shown at arm's length price and needs to be certified by CA.</p>

- **Responses from the representatives of the company:**

As per business model of ITNL, ITNL was acting as a turnkey service provider for the projects and was appointed as O&M Operator. ITNL in turn had contracted the same to EMSL. Funds received by ITNL towards O&M services from SPVs were paid to EMSL for meeting the cost of operations in terms of the contract awarded to EMSL. The funds received by both the entities are fungible and are used for operations. The CFO of ITNL had raised query whether funds meant for O&M activities were utilised for other purposes at either ITNL or EMSL level which was impacting operations at the project sites

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

4.14 Potential instance of cement purchase order given to vendor not forming part of the approved list of vendors

Background and Observation

- ITNL entered into an agreement with IECCL to subcontract EPC work for the PSRDCL project for a contract price of INR 790.04 crs.
- During our review, we identified an email dated 14 February 2012, sent by Rajendra Kumar Sharma (representative of IECCL) to Radhika MS (representative of IECCL) where it was mentioned that the approval pertaining to the purchase of cement Penna and Vasavadatta was pending to be received from ITNL and Independent Engineer ('IE').
- In the said email, it was further mentioned that work had been started using the cement procured from Penna and Vasavadatta.
- Also, it was mentioned that only the following companies were approved sources for procuring cement by IECCL for the PSRDCL project:
 - Ultratech;
 - Coromandal / India Cement;
 - ACC;
 - Ambuja.
- We further identified another email sent by Gautam Sadasiva (representative of IECCL) to KR Khan (ITNL) on the same date, i.e. 14 February 2012, wherein he had stated that based on the instruction of KR Khan (ITNL), an order was placed to Vasavadatta.
- Based on the above-mentioned details, it appears that representatives of ITNL (KR Khan) were aware that an order for procuring cement was placed with entities not forming part of the approved list of the vendors for the PSRDCL project.
- **Responses from the representatives of the company:**

As per article 12.3.c of the Concession Agreement, Approval from IE is not mandatory and any proposal (including mix Designs and Drawing) shall be deemed approved if IE has no comments/observations to make within 15 days of submission. All due processes for QA & QC compliances had been adopted while allowing IECCL to use Vasavadatta cement.

The IE in his letter no 363 dt 03.01.2012 expressed its opinion that few other cement brands had already been approved. (There was no observation regarding the quality aspects of Vasavadatta cement) (This is probably referred in mail dt 14.2.2012).

The SPV had replied to this vide letter no 818 dt 24.12.2011 and expressed our right to use any

material and shall be used in the works if they are tested and found to meet the requirement of the CI 5.1 of the Manual of Specifications and Standards for four laning of National highways through PPP.

On the logistic front, there were few strikes by transporters whereby material supply by other approved suppliers was likely to be affected. And moreover Vasavadatta cement being nearer to the project location than others had to be kept as an option in such scenario. Therefore, ITNL allowed use of Vasavadatta cement to IECCL after due diligence.

Apart from this there was no such approved supplier list forming part of contract agreement between ITNL & IECCL or in EPC agreement between PSRDCL & ITNL or in Concession Agreement between NHAI & PSRDCL. The arrangement was that any material brought to the site for use should comply with QA&QC requirements as per Tech specs.

GT Comments on the responses provided by the representatives of the company:

- The email correspondence highlights that Vasavdata was not forming part of the approved list known to the representatives of ITNL and IECCL, and further, no approval was received. Further, we do not have any supporting documentation which states that material availed from Vasavadatta complies with QA and QC requirements.

GT Assessment:

- Thus our assessment remains unchanged that the representatives of ITNL (KR Khan) were aware that the order for procuring cement was placed with entities not forming part of the approved list of the vendors for the PSRDCL project.

4.15 Potential stress/liquidity issues which appear to be known to the then KMPs of IL&FS Group

- We had highlighted multiple anomalies in relation to potential stress/liquidity issues, which appeared to be known to the then KMPs of the IL&FS Group in our Report 1.0 on the special audit of ITNL and its SPVs dated 20 December 2019 (Refer page 21 for detailed observations).
- Based on additional work procedures performed in terms of documentation and email review, we have identified a below-mentioned anomaly in addition to the previous report.

Background and Observation

- During our review, we identified an email dated 09 August 2016 sent by Sabyasachi Mukherjee (Former Chief Operating Officer at IFIN) to Mukund Sapre (ITNL). It was mentioned that ITNL was facing a shortage of funds for servicing its debt and corporate overheads.
- Further, the trail mail was sent by Mukund Sapre (ITNL) to Ramesh Bawa (Former Managing Director and Chief Executive Officer at IFIN), where it was mentioned that ITNL had outstanding payments to contractors amounting to INR 750 crs as of July 2016 and non-payment of the same due to liquidity issues has impacted project completion schedules. Also, he had a request for fund support from IFIN. Ramesh Bawa (IFIN) had raised regulatory concerns that the group exposure of IFIN to ITNL had extended over INR 3,000 crs.
- Based on the above emails, it appears that ITNL was facing liquidity issues in FY 2015-16, which IFIN was funding. Further, there were concerns with regard to the potential violation of group exposure limits as laid down by the regulatory authorities.

Responses from the representatives of the company:

No comments

GT Assessment:

- The representatives of ITNL have not provided any responses on the said observation and hence our assessment remains unchanged.

4.16 Potential instances of excess fees charged by IFIN in KSEL and CNTL

- During our review, we identified an email dated 27 March 2017, which was sent by Dilip Bhatia (ITNL) to Mukund Sare (ITNL) and Karunakaran Ramchand (ITNL), where he had highlighted instances that indicated that IFIN had levied excess professional fees for two SPVs during the FY 2015-16 and FY 2016-17.
- The below table provides details of the excess invoices raised by IFIN to SPVs:

#	FY	Name of SPVs	Amount of excess invoice raised by IFIN (INR in crs)	Remarks
1	2015-16	KSEL	3.08	The excess amount of invoicing was to be adjusted against the future billings of BAEL.
2	2015-16	CNTL	1.10	The excess amount was proposed to be adjusted against the mandates given by GRICL and ACEL.
3	2016-17	⁶⁹	5.00	Professional fees charged by IFIN on the basis of sanction in March 2017 whereas disbursement was in April 2017.
	Total		9.18	

- Thus, based on the above-stated details, it appears that KMPs of ITNL were aware that IFIN was levying excess amounts in the invoices raised to SPVs.
- Further, we were not provided with relevant supporting documentation and other critical data to ascertain the genuineness of payments made against various services availed by ITNL from IFIN.
- Responses from the representatives of the company:**

IFIN was appointed as syndication agency for ITNL and its SPVs. All payments were made to IFIN in accordance with the mandate letters executed by ITNL and SPVs. CFO had pointed out few instances where billing made by IFIN was in excess of the mandate, however this one email cannot make a basis to make summary observation that IFIN was levying excess amounts or the payments made to IFIN were not genuine.

GT Comments on the responses provided by the representatives of the company:

⁶⁹ The name of the SPV/ Party name is not mentioned in the mail or any of the said trail mail.

- As per our observation, the email correspondences highlights that IFIN had charged an excess fee compared to the mandate. Further, the observation states that three instances wherein such anomalies were noted. Also, we have not received any supporting documentation to review the payments made against various services availed by ITNL from IFIN.

GT Assessment:

- Thus, our assessment remains unchanged.

4.17 Anomalies pertaining to potential excess interest cost on borrowings in PSRDCL

Background

- Mechanism: As mentioned in point 5.5.1, 5.5.3 and 5.5.4 in our Report 2.0, PSRDCL was potentially used as a pass-through entity for executing circular transactions where loans were initiated and ultimately received by Infrastructure Leasing & Financial Services Limited ('IL&FS') and IL&FS Financial Services Limited ('IFIN') or its group companies, by circulating the funds through various entities in a short span of time.

Observation

- Based on the review of the circular transactions where PSRDCL was potentially used as a pass-through entity, it was noted that the said loans availed by PSRDCL were possibly used to repay outstanding loans to its group companies in order to complete the circular transaction.
- Further, it was noted that loans were availed by PSRDCL at interest rates that were higher than the interest rate of borrowings which were paid to group companies by utilising the said borrowed funds, thereby leading to an increase in interest cost for PSRDCL.
- The below table provides a summary of excess interest costs incurred by PSRDCL due to circular transactions:

#	Entity from which loan is taken	Date of receipt of the loan (A)	Amount of Loan (INR in crs) (B)	Interest Rate of the Loan (C)	Average Rate of Interest of the loan repaid (D)	Date of repayment of the Loan (E)	Number of days for which the loans was outstanding (A - E) [F]	Excess Rate of Interest charged (C - D) [G]	Excess Interest (INR in crs) [B*F*G]
1	IL&FS	21-Jan-16	100.00	16%	13%	31-Mar-17	435	3%	3.58
2	IFIN	20-Apr-17	100.00	15%	13%	30-Sept-18	528	2%	2.89
3	IFIN	21-Apr-17	171.55	15%	13%	30-Sept-18	527	2%	4.95
Total			371.55						11.42

*The above work is being arrived from the spreadsheet "PSRDCL_Debt_Group_Company" provided by ITNL.

- Thus, based on the above-mentioned points, it appears that excess interest cost amounting to INR 11.42 crs was borne by PSRDCL because it being a pass-through entity for circular transactions.

- **Responses from the representatives of the company:**

ITNL had provided short term loans to PSRDCL over a period of time which was paid back as ITNL needed funds for its own requirements. PSRDCL was not having enough liquidity and hence it borrowed from group companies which provided loans at rates linked to their cost of funds and margin requirements as per their policy.

GT Assessment:

- The responses provided by representatives of ITNL are in line with the observations above. Thus, our assessment remains unchanged that excess interest cost amounting to INR 11.42 crs was borne by PSRDCL for circular transactions.

4.18 Potential issues in the booking of expenses through back-dated documents

Background and Observation

- During our digital evidence review, we identified the following email correspondences that indicate that documentation entered into by ITNL with Grusamer and ELsamex were potentially back-dated:

Date	Sender	Receiver	Particulars
06 December 2013	Prashant Agarwal		<p>On review of a trail mail dated 06 December 2012, it can be noted that ITNL had issued work orders to Grusamer amounting to EUR 4mn (EUR 1.5mn for KSEL and EUR 2.5mn for BAEL) against which ITNL had already received an invoice amounting to EUR 2.40mn. The same was to be charged by ITNL to SPV as part of the Development / EPC Agreement. However, in reply, Kuljit Alhuwalia, in his email dated 06 December 2013, informed that the project cost was being optimized to enable ITNL pass on this cost to the SPV. However, the same could not be charged through the Development Agreement as it would attract service tax.</p> <p>In reply to the above, Prashant Agarwal stated that during meetings, it was agreed that the transaction would not have any impact on the P&L statement of ITNL, and for the same, sufficient documentation would be provided. He further added that in case of documentation was not provided, then the profitability of ITNL would be affected.</p> <p>Thus, it appears unusual that discussions with respect to documentation were being undertaken after the transaction had been executed.</p>

Date	Sender	Receiver	Particulars
10 November 2009	Narayanan Doraiswany	Sanjay Bhargava; Ajay Menon; Kuljit Ahluwalia; Parag Phanse; Rahul Chandran; Ravi Sreehari; Vijay Kini; MB Bajulge	<p>As per various trail mails, the following was noted:- EUR 7mn was to be billed by and remitted to Elsamex between October 2009 and December 2009 from PSRDCL and HREL. - Discussions were being undertaken concerning modus operandi to be adopted for billing by and remitting funds to Elsamex.</p> <ul style="list-style-type: none"> - One of the modus operandi suggested was to divide the amounts as follows: 40% as mobilization advance; 40% after submission of preliminary drawings, and 20% after final submission – however, to avoid mentioning advance as it may not allow booking income, it was suggested to amend the billing schedule as follows: 40% on submission of preliminary design; 40% on acceptance of preliminary design and balance on final submission. <p>Further, it appears that all the documentation with respect to the above remittance for Elsamex were backdated as various draft documents viz, Letter of Invitation offers from Internal Consultants, Approval note for work awarded to Elsamex, and Work Order for Elsamex was dated September and October 2009, while the same was shared only on 11 November 2009.</p>

- Thus, based on the above-mentioned points, it appears unusual to note that:
 - Potentially back-dated documentation as discussions with regard to the same, for instance, work orders to be issued by ITNL to Grusmaer with regard to KSEL and BAEL projects, were undertaken after raising invoices and execution of the relevant transactions. Further, such documentation was being arranged to avoid any adverse impact on the profitability of ITNL;
 - Back-dated documentation, for instance, Work Orders awarded by ITNL to Elsamex for PSRDCL and HREL project, Letter of invitation, approval notes for awarding work, etc.
- Adjustment in the terminology in the billing schedule of Elsamex from 'Mobilisation Advance' to 'Submission of preliminary design' to ensure that profits can be recorded in the books of accounts of Elsamex.

- **Responses from the representatives of the company:**

We are not able to find out any instances of backdated documents. It may be possible that WO were issued by the BD team earlier but forwarded to Accounts when invoices were received.

GT Comments on the responses provided by the representatives of the company:

- As per the email correspondences dated November 2009 highlighted in the observation, the discussions relating to the billing schedule consist of mobilization advance payment terms etc. which is normally finalised before entering into the agreement/contract/work orders. Also, the documents such as work order, note for approval were dated September 2009. Further, in another email correspondence dated December 2013, the discussions were held for arranging documentation so that the profitability of ITNL is not impacted. However, we have not received any response from the representatives of ITNL on the said point.

GT Assessment:

- Thus, our assessment remains unchanged that certain documents were potentially backdated based on the email communications identified.

4.19 Potential issues in providing mobilization advance to Sub-contractors

Background and Observation

- During our review, it was noted that ITNL and Dhanlaxmi Electricals entered into a Memorandum of Understanding ('MOU') on 02 November 2017 amounting to INR 122.58 crs for shifting of electrical utilities for the FSEL project.
- Further, it was noted that as per the said MOU, there was no clause of mobilization advance that ITNL was required to pay to Dhanlaxmi Electricals. However, it was stated that on the request of Dhanlaxmi Electricals, the material advance was to be paid amounting to 70% of the material cost as per BOQ rates after certifying the said materials with relevant manufacturers test reports.
- On review of books of accounts, it was observed that ITNL had paid a mobilization advance of INR 15.32 crs and material advance of INR 20.60 crs aggregating to INR 35.92 crs i.e. approximately 30% of the contract value. As on 30 September 2018, mobilisation advance outstanding to recover from Dhanlaxmi Electricals amounting to INR 15.32 crs.
- Based on the review of books of accounts, it was further observed that ITNL had paid an advance of INR 26.25 crs was paid through bill discounting before the date of MOU, which is stated as follows:

#	Date of MOU	Date of bill discounting	Amount (INR in crs)	Purpose
1.	02 November 2017	01 July 2017	20.60	Material Advance
2.		18 October 2017	5.65	Mobilisation Advance
Total			26.25	

- Further, it was also noted that as per the said MOU, there was a clause of Performance Security where Dhanlaxmi Electricals was required to provide a Bank Guarantee to ITNL amounting to INR 6.10 crs, i.e. 5% of the contract value. However, it was noted that Dhanlaxmi Electricals had not provided the said Bank Guarantee to ITNL.
- Thus, it appears unusual to note that ITNL paid a mobilization advance of INR 35.92 crs to Dhanlaxmi Electricals in the absence of the mobilization clause in the MOU. Further, Dhanlaxmi Electricals failed to submit the Bank Guarantee of INR 6.10 crs to ITNL.
- **Responses from the representatives of the company:**

The utility works shifting had major component of material cost and unless the same was paid, the contractor would not be able to execute the further works and this may delay the main construction works. Hence the material advance had been provided to the contractors against the supply of the

material as per the provisions in the contract. There was no mobilization advance paid to the vendor and the same had been erroneously mentioned in the SAP entry.

GT Comments on the responses provided by the representatives of the company:

- The material advances were not mapped against any particular invoice raised by the vendor. Hence, we are unable to determine whether the material was received or not. Further, the said advance was receivable as on 30 September 2018.

GT Assessment:

- Thus, our assessment remains unchanged that ITNL had provided a mobilisation advance to ITNL against which potentially no works was being carried out as the advance was still outstanding.

4.20 Potential anomalies in providing interest-free loans to SPVs

Background and Observations

- Based on our review, it was noted that during the FY 2017-18, ITNL had provided interest-free loans of INR 111.19 crs to a few of its SPVs. The below table provides details of the same (INR in crs):

#	Entity	Loan Amount
1	Rapid Metrorail Gurgaon Ltd	15.02
2	Rapid Metrorail Gurgaon South Ltd	49.63
3	Thiruvananthapuram Road Dev Co Ltd	14.72
4	Jorabat Shillong Expressway Ltd	31.82
	Total	111.19

- However, based on our review of the financial records of the above mentioned SPVs, it was noted that the said entities were facing liquidity and financial constraints.

Rapid Metro Gurgaon Limited (RMGL) and Rapid Metro Gurgaon South Limited (RMGSL)

- During FY 2017-18, ITNL had provided loans of INR 15.02 crs and INR 49.63 crs to RMGL and RMGSL, respectively. The below table provides details of the financial position of RMGL and RMGSL from FY 2014-15 to FY 2017-18 (INR in crs):

#	Particulars	2014-15	2015-16	2016-17	2017-18
RMGSL					
1	Net loss of RMGSL	(1.37)	(0.65)	34.16	(249.34)
2	Current assets of RMGSL	21.31	118.91	25.30	164.07
3	Current Liability of RMGSL	85.85	731.36	691.02	690.12
RMGL					
4	Net loss of RMGL	(135.33)	(127.91)	(111.15)	(134.74)
5	Current assets of RMGL	20.13	309.03	32.56	19.69
6	Current Liability of RMGL	39.94	346.91	175.81	289.41

- From the above table, it can be noted that RMGL and RMGSL were consistently incurring losses. It is unusual to note that ITNL had extended the interest-free loans to RMGL and RMGSL.
- Further, on documentation review, it was noted that as per the Management Committee Approval Memorandum ('MCAM') dated 27 October 2017, it was mentioned that in case of RMGSL, there was a restriction on providing such support, which was applicable till the Moratorium period.

TRDCL

- During FY 2017-18, ITNL had provided loans of INR 14.72 crs to TRDCL. The below table provides details of the financial position of JSEL from FY 2014-15 to FY 2017-18 (INR in crs):

#	Particulars	2014-15	2015-16	2016-17	2017-18
1	Net Profit / (Loss)	(1.62)	(11.08)	(27.08)	(21.26)
2	Networth	(30.47)	(50.60)	(77.69)	(95.82)
3	Cash Flows	5.51	3.77	(7.67)	(1.22)

- From the above table, it can be noted that TRDCL was consistently incurring losses and also has a downward trend in its cash flows. Further, it can also be noted that the networth TRDCL was completely eroded. Hence, it is unusual to note that ITNL had extended the interest-free loans to TRDCL.

JSEL

- During FY 2017-18, ITNL had provided loans of INR 31.82 crs to JSEL. The below table provides details of the financial position of JSEL from FY 2014-15 to FY 2017-18 (INR in crs):

#	Particulars	2014-15	2015-16	2016-17	2017-18
1	Net Profit / (Loss)	(0.23)	(6.61)	(19.59)	(0.11)
2	Cash Flows	1.27	(1.21)	1.10	6.21

- From the above table, it can be noted that JSEL was consistently incurring losses. It is unusual to note that ITNL had extended the interest-free loans to JSEL.
- Further, on documentation review, it was noted that as per the Management Committee Approval Memorandum ('MCAM') dated 27 October 2017, where it was stated that the said SPVs were not in a position to service the existing debt of senior lenders / Operating expenses, hence it was advised to make existing loans interest-free including future funding requirements.
- List of representatives who had approved the said transaction are provided below

#	Representatives of ITNL	Designation
1.	K Ramchand	Managing Director
2.	Mukund Sapre	Executive Director
3.	Krishna Ghag	Company Secretary and Compliance Officer
4.	Dilip Bhatia	Chief Financing Officer
5.	S.C. Mittal	Chief Executive – Implementation
6.	Harish Mathur	Chief Executive Officer

- **Responses from the representatives of the company:**

ITNL was not in lending/finance business, it was in infrastructure business where the projects were executed in SPVs where the entire equity / financing obligation was of the sponsor itself and hence the impact on the Company had to be assessed on a holistic basis and not in narrow sense.

The sponsorship agreement with the lenders of SPVs, required the Sponsors to contribute the cash shortfall. Not funding the SPV in terms of sponsorship agreement would have been a breach of contract and the adverse implications would in fact have been prejudicial to the interest of the Company. ITNL's credit rating was dependent on timely honouring of obligations by SPVs i.e. if SPV did not honour its obligations, ITNL's credit rating could have been impacted.

Charging interest to aforesaid SPVs would have created an additional burden on the cash flows of the SPVs which could have resulted in the Company having to infuse additional funds. Based on the cash flow projections prepared by the management over the term of concession agreement, management was expecting to recover the loans so granted to the aforesaid SPVs. Considering the impact of all the above factors which could have adversely affected the Company; accordingly, the erstwhile management was of the view that providing interest free loan to the SPV was not prejudicial to the interest of the Company. Management Committee Approval in this regard was provided to GT.

Copy attached

GT Assessment:

- The responses provided by the representatives of ITNL are in line with the observations highlighted above. Thus, our assessment remains unchanged.

5 Limitations and disclaimers to the Report 2.0

- The Supplementary Report ('Report 2.0') issued is to be read in totality, and not in parts, and in conjunction with the relevant sections referred to in this document and the earlier report issued.
- In this report, we have not included the observations that are not concluded due to the information which has yet to be provided by ITNL and thus, the said report should be considered as a final report as we reserve the right to amend our findings on the availability of the pending information.
- By reading this document, the reader of this report shall be deemed to have accepted the terms specified in this section.
- While Grant Thornton India Bharat LLP (now known as Grant Thornton Bharat LLP) ('Grant Thornton' or 'GT' or 'Firm' or 'us' or 'our' or 'we') has taken reasonable steps to corroborate the information obtained and to ensure completeness and reliability of sources and information provided, we cannot guarantee that the report is complete or that all the information contained therein is reliable. For these reasons, the report should not form the sole basis for any decision as to a potential course of action. If a potential course of action is contemplated, it is advisable that an independent assessment be made by the Board of Directors of ITNL, including based upon the information contained in the report, and with such supplementary inquiries as the Board may deem appropriate or desirable.
- The scope of our services does not constitute an audit conducted in accordance with generally accepted auditing standards, or an examination of internal controls/procedures or other attestation or review services or services to perform agreed-upon procedures in accordance with standards established by the Institute of Chartered Accountants of India. Our services don't involve expressing an opinion or providing any other form of assurance concerning any matters.
- Our work does not make any representation regarding questions of legal interpretation and cannot render legal advice. The Audit Committee of IL&FS Group ('AC' or 'Client') should consult with its attorneys concerning any legal matters or items that require legal interpretation including Indian laws, rules or regulations. Our report should not form the sole basis for any decision as to a potential course of action without independent confirmation of its findings, nor should it be relied upon as preferred advice of any nature.
- Grant Thornton Bharat LLP views are not binding on any person, entity, authority or court, and hence, no assurance is given that a position contrary to our assessments expressed herein will not be asserted by any person, entity, authority and/or sustained by an appellate authority or a court of law.
- Our ability to perform all the work procedures depends on the nature, quality and quantity of the information provided to us. While we relied on the information and have taken reasonable steps to corroborate the same, we have not independently verified the same and hence, cannot guarantee

its reliability or completeness. For these reasons, this report should be used for guidance purposes only.

- We have prepared this document based on our understanding and interpretations and are limited to the work procedures performed during the period 20 December 2019 to 14 February 2022. Our procedures did not involve obtaining explanations/clarifications from the erstwhile management of IL&FS & third parties. Further, work procedures are limited to our understanding and interpretations. Additionally, our scope of work did not include a review of any process adopted by third parties and have accordingly relied on information and documentation as available with IL&FS only. To that extent, we reserve the right to amend our findings, if further information becomes available. We request the regulatory authorities to obtain further clarifications from the erstwhile management, and third parties, as required.
- Further, the explanations/clarifications provided by the representatives of the Company under special audit refer to the explanations/clarifications by the ITNL team member who were present while we were conducting forensic audit and not the ITNL representatives who were present in the Company when the respective transactions were carried out. Also, such explanations have not been validated by the current Board of Directors ('BoD') of the Company and they do not take any responsibility for the explanations provided by the representatives of the Company.
- Our Report contains names of multiple individuals who may have been part of any email conversations or documentation trail. This fact alone does not implicate in itself that the individuals were aware about or party to any potential wrongdoing. Hence, not every individual named in the report is a potential wrongdoer until specifically stated in the report.
- Grant Thornton Bharat LLP reserves the right to amend any findings should any further information become available to us post submission of this document.
- All the amounts stated in the report are reported in Indian Rupees ('INR'), and for simplicity, the purpose is represented in crores ('crs') and rounded off unless stated otherwise.
- Although the information may have been gathered from online public record information, which is generally accepted to be accurate, we cannot guarantee its integrity; nor can we monitor the speed with which these public record sources update their records. In undertaking the public record research and information gathering on this Engagement, we have identified information currently available. We may not have identified information previously filed on but subsequently removed from the public record prior to this date, nor will we have identified information subsequently filed on those data sources after this document date.
- Grant Thornton Bharat LLP reserves the right to amend any findings if deemed necessary by Grant Thornton on the availability of any further information post submission of this document. Grant Thornton, its partners, directors, or employees do not undertake responsibility in any way to any

person due to errors that arise in this document basis incorrect information or explanations as provided by Client or ITNL.

- During our review, we have noted that the then key managerial personnel ('KMPs') of IL&FS Group were using external email domain ids, including personal email ids, for official communication. We have not been provided with any data/information pertaining to personal email ids. The identified email ids external to the IL&FS Group domain are as mentioned below:

#	Name of the individuals	Designation	Personal email id(s)
1	Ashutosh Chandwar	Former Senior Vice President and Regional Head (North) at IL&FS Transportation Networks Limited	achandwar@gmail.com
2	Danny Samuel	Employee of IL&FS Transportation Networks Limited	danny.acs@gmail.com
3	Dilip Bhatia	Chief Executive Officer at IL&FS Transportation Networks Limited	db1302@gmail.com
4	George Cherian	Former Chief Financial Officer at IL&FS Transportation Networks Limited	georgecherian@hotmail.com; georgecher@hotmail.com; george@aviationspace.in; cheriangeorge81@gmail.com; cherian.george@orixindia.com
5	Hari Bhavsar	Vice President at IL&FS Transportation Networks Limited	hr_108@hotmail.com; hr_108@yahoo.com; har2007@yahoo.com; haribhavsar@gmail.com
6	Hari Sankaran	Former Director at IL&FS Transportation Networks Limited and Former Vice Chairman and Managing Director at Infrastructure Leasing and Financial Services Limited	harisankaran2011@gmail.com; harisankaran16@gmail.com; harisankaran1961@gmail.com
7	Harish Mathur	Former Technical Director at IL&FS Transportation Networks Limited and Former Chief Executive Officer at Road Infrastructure Development Company of Rajasthan Limited	harishmathur2006@gmail.com

#	Name of the individuals	Designation	Personal email id(s)
8	Karunakaran Ramchand	Former Managing Director at IL&FS Transportation Networks Limited	karunakaran.ramchand@gmail.com
9	Krishna Ghag	Associate Vice President & Company Secretary at IL&FS Transportation Networks Limited	kdghag@hotmail.com
10	M B Bajulge	Vice President at IL&FS Transportation Networks Limited and Managing Director in Elsamex Maintenance Services Limited	bajulgemb@gmail.com
11	Manish Agarwal	Additional Non-Executive Director at IL&FS Transportation Networks Limited and Senior Vice President at RIDCOR	manishagr101@gmail.com
12	Mukund Sapre	Former Managing Director at IL&FS Engineering and Construction Company Limited and Former Executive Director at IL&FS Transportation Networks Limited	mukundsapre@hotmail.com; mukund.sapre8@gmail.com
13	Parag Phanse	Vice President at IL&FS Transportation Networks Limited	parag_phanse@yahoo.com
14	Rahul Chandran	Employee of IL&FS Transportation Networks Limited	rahul2305@gmail.com
15	Rajnish Saxena	Vice President at IL&FS Transportation Networks Limited	kartikharshil@gmail.com
16	S C Mittal	Chief Executive at IL&FS Transportation Networks Limited	s_c_mittal@hotmail.com
17	S K Singh	Financial Controller at RIDCOR Infra Projects Limited and Assistant Vice President at IL&FS Transportation Networks Limited	ss_k3@rediffmail.com
18	Sanjay Minglani	Senior Vice President at IL&FS Transportation Networks Limited	skminglani123@rediffmail.com
19	Saurabh Bhoot	Head (Internal Controls desk) at IL&FS Transportation Networks Limited	saurabhbhoot@gmail.com

#	Name of the individuals	Designation	Personal email id(s)
20	Shaivali Parekh	Chief Operating Officer at IL&FS Transportation Networks Limited	shaivali66@gmail.com

6 Glossary

#	Acronym	Description
1	'Grant Thornton' or 'GT' or 'Firm' or 'us' or 'our' or 'we'	Grant Thornton Bharat LLP (formerly known as Grant Thornton India LLP)
2	AC or 'Client'	Audit Committee of IL&FS Group
3	ACEL	Amravati Chikhli Expressway Limited
4	ADIA	Abu Dhabi Investment Authority
5	AED	United Arab Emirates Dirham
6	AFQ	Application for Qualification
7	AIPL	Airspace Infrastructure Private Limited
8	AO	Assessing Officer
9	APCO	Apco Infratech Private Limited
10	BAEL	Barwa Adda Expressway Limited
11	BCC	Beigh Construction Company
12	BCCPL	Beigh Construction Company Private Limited
13	BD Team	Business Development Team
14	BEGL	Bhopal E-Governance Limited
15	BHRP	Bidar Humnabad Road Project
16	BKEL	Baleshwar Kharagpur Expressway Limited
17	BoD	Board of Directors
18	BOQ	Bill of Quantities
19	BOT	Build–Operate–Transfer
20	BSE	Bombay Stock Exchange
21	CAM	Credit Approval Memorandum
22	CBI	Central Bank of India
23	CFO	Chief Financial Officer
24	CLA	Common Loan Agreement
25	CMD	Chairman and Managing Director
26	CMRL	Chennai Metro Rail Project
27	CNTL	Chenani Nashri Tunnelway Limited
28	COD	Commercial Operation Date
29	Cont'd	Continued
30	COO	Chief Operating Officer
31	COS	Change of Scope
32	CP	Commercial Paper
33	Crs	Crores
34	CSWO	Civil Society Women's Organization
35	CWIP	Capital Work in Progress
36	DEA	Department of Economic Affairs
37	DHS	M/s. Deloitte Haskins & Sells
39	DRAIPL	Dineshchandra R Agrawal Infracon Private Limited
40	EBIDTA	Earnings Before Interest, Taxes, Depreciation, and Amortization
41	EHEL	East Hyderabad Expressway Limited
42	EHV	Extra-High Voltage
43	EL	Engagement Letter
44	EMSL	Elsamex Maintenance Services Limited
45	EOI	Expression of Interest
46	EOT	Extension of Time
47	EPC	Engineering, Procurement and Construction

#	Acronym	Description
48	ERP	Enterprise Resource Planning
49	FI	Financial Institution
50	FSEL	Fagne Songadh Expressway Limited
51	FY	Financial Year
52	GHVIPL	GHV India Private Limited
53	GIMCO	Gujarat Integrated Maritime Complex Private Limited
54	GIPL	Gajra Infra Private Limited
55	GRBDCL	GRICL Rail Bridge Development Company Limited
56	GRICL	Gujarat Road and Infrastructure Company Limited
57	GRIL	G R Infraprojects Limited
58	GST	Goods and Services Tax
59	HDFC	Housing Development Finance Corporation Limited
60	HREL	Hazaribagh Ranchi Expressway Limited
61	IAL	IL&FS Airports Limited
62	IDBI	Industrial Development Bank of India
63	IDC	Interest During Construction
64	IE	Independent Engineer
65	IECCL	IL&FS Engineering and Construction Company Limited
66	IFIN	IL&FS Financial Services Limited
67	IGAAP	Indian Generally Accepted Accounting Principles
68	IGFSPL	IL&FS Global Financial Services Pte Limited
69	IIFCL	India Infrastructure Finance Company Limited
70	IIPL	ITNL International PTE Limited
71	IL&FS	Infrastructure Leasing & Financial Services Group
72	IND AS	Indian Accounting Standards
73	INR	Indian Rupees
74	IRIDCL	ITNL Road Infrastructure Development Company Limited
75	IRL	IL&FS Rail Limited
76	ITNL	IL&FS Transportation Networks India Limited
77	ITPCL	IL&FS Tamil Nadu Power Company Limited
78	JIICL	Jharkhand Infrastructure Implementation Company Limited
79	JRPICL	Jharkhand Road Projects Implementation Company Limited
80	JSEL	Jorabat Shillong Expressway Limited
81	JV	Joint Venture
82	KDPL	Kaleidoscope Developers Private Limited
83	KIVPL	Kaleidoscope Infra Ventures Private Limited
84	km	kilometer
85	KMP	Key Management Personnel
86	KNCEL	Kiratpur Ner Chowk Expressway Limited
87	KPPL	Kohinoor Projects Private Limited
88	KSEL	Khed Sinnar Expressway Limited
89	KSFL	Karyavattom Sports Facilities Limited
90	LIC	Life Insurance Corporation
91	LIE	Lender's Independent Engineer
92	LIN	Leighton Contractors India Private Limited
93	LOA	Letter of Award
94	LOI	Letter of Intent
95	MBEL	Moradabad Bareilly Expressway Limited
96	MCA	Ministry of Corporate Affairs
97	MCAM	Management Committee Approval Memorandum
98	MCL	Monte Carlo Limited

#	Acronym	Description
99	MD	Managing Director
100	MDPL	Maval Developers Private Limited
101	MoRTH	Ministry of Road Transport and Highways
102	MoU	Memorandum of Understanding
103	MPBCDCL	MP Border Checkposts Development Company Limited
104	MPRDCL	Madhya Pradesh State Road Development Corporation Projects
105	MPRs	Monthly Progress Reports
106	NAMEL	Narketpally-Addanki-Medarametla Expressway Limited
107	NBFC	Non-Banking Financial Company
108	NCD	Non-Convertible Debentures
109	NCLT	National Company Law Tribunal
110	NHAI	National Highways Authority of India
111	NHDP	National Highways Development Project
112	NISPL	New India Structures Private Limited
113	NKC	NKC Projects Private Limited
114	NKEL	North Karnataka Expressway Limited
115	NSE	National Stock Exchange
116	O&M	Operations and Maintenance
117	ORIX	ORIX Corporation of Japan
118	Oscar Infra	Oscar Infra Private Limited
119	P&L	Profit & Loss
120	P&M	Plant and Machinery
121	PAT	Profit after Tax
122	PBT	Profit Before Tax
123	PD	Project Director
124	PDF	Project Development Fees
125	PIM	Project Information Memorandum
126	PLL	Punj Lloyd Limited
127	PMC	Project Management Consultancy
128	PMF	Project Management Fees
129	PO	Purchase Order
130	PPE	Property, Plant and Equipment
131	PPP	Public-Private Partnership
132	PSK	PSK Infrastructure & Projects Private Limited
134	PSRDCL	Pune Sholapur Road Development Company Limited
136	PSRP	Pune Sholapur Road Project
137	RA Bills	Running Account Bills
138	RBI	Reserve Bank of India
139	RFP	Request for Proposal
140	RFQ	Request for Qualification
141	RIDCOR	Road Infrastructure Development Company of Rajasthan Limited
142	RIL	Ramky Infrastructures Limited
143	RIPL	RIDCOR Infra Projects Limited
144	RLHL	Rajasthan Land Holding Limited
145	RMGL	Rapid Metrorail Gurgaon Limited
146	RMGSL	Rapid Metrorail Gurgaon South Limited
147	ROB	Rail Over Bridge
148	ROC	Registrars of Companies
149	RRR	Ranchi Ring Road
150	RSIPL	Roadway Solutions India Private Limited
151	RTGS	Real-Time Gross Settlement

#	Acronym	Description
152	SBHL	Sikar Bikaner Highway Limited
153	SBI	State Bank of India
154	SCA	Service Concession Agreement
155	SEBI	Securities and Exchange Board of India
156	SEL	Soma Enterprise Limited
157	SIDBI	Small Industries Development Bank of India
158	SIIL	Spanco IT Infrastructure Limited
159	SPA	Share Purchase Agreement
160	SPCD	Scheduled Project Completion Date
161	SPV	Special Purpose Vehicle
162	SSE	S.S Enterprises
163	SSTL	Srinagar Sonmarg Tunnelway Limited
164	TDS	Tax Deducted at Source
165	TRDCL	Thiruvananthapuram Road Development Company Limited
166	UTI	Unit Trust of India
167	VAT	Value Added Tax
168	VFD	Variable Frequency Drive
169	VIL	Vishvaraj Infrastructure Limited
170	VIPL	Vansh Infrastructure Private Limited
171	VNIL	Vansh Nimay Infraprojects Limited
172	VSPL	Voyants Solutions Private Limited
173	WCBTRL	Warora Chandrapur Ballarpur Toll Road Limited
174	WGEL	West Gujarat Expressway Limited
175	WIP	Work-In-Progress
176	YFC	YFC Projects Private Limited

7 List of Individuals along with their designation noted in the email conversations

- Disclaimer: Our report contains the names of multiple individuals who may have been part of any email conversations or documentation trail. This fact alone does not implicate in itself that the individuals were aware about or party to any potential wrongdoing. Hence, not every individual named in the report is a potential wrongdoer until specifically stated in the report.

#	Name of the Individual	Designation
1	Aalok Anandmani	Associate Vice President at ITNL
2	Abhay Paratkar	Associate Vice President at ITNL
3	Ajay Menon	Vice President at ITNL
4	Ajit Singh	Senior Manager at ITNL
5	Alla Ayodhya Rami Reddy	Chairman of Ramky Infrastructure Limited
6	Alok Patel	Employee of Vishvaraj Infrastructure Limited
7	Amarnath De	Employee of IL&FS
8	Amit Agarwal	Senior Manager at ITNL
9	Amit Bohra	Officer at ITNL
10	Amogh Gore	Former Assistant Vice President at IL&FS
11	Amol Waikar	Employee of IFIN
12	Ananya Maitra	Employee of IL&FS
13	Anilkumar Pandala	Employee of IL&FS
14	Animesh Jha	Son in law of Karunakaran Ramchand
15	Anwaya Kadu	Employee of ITNL
16	Arun Lakhani	Chairman and Managing Director of Vishvaraj Group
17	Ashish Patel	Associate Vice President at ITNL
18	Ashutosh Chandwar	Senior Vice President and Regional Head (North) at ITNL
19	Ashvini Rane	Senior Manager at ITNL
20	Atul Ahuja	CEO and promoter of Flemingo International
21	Bharati Parwani	Assistant Vice President at IFIN
22	Binaifer Vandriwala	Associate Manager at ITNL
23	BK Jha	Employee of IL&FS
24	Chaitanya Kodukula	Employee of IL&FS
25	Chakradhar	Employee of Ramky Infrastructure Limited
26	Chandan Guha	Employee of Vishvaraj Infrastructure Limited
27	Chandrakant Jagasia	Employee of IL&FS
28	Chetan Panchal	Deputy Manager at ITNL
29	Chethan Kumar	Associate Manager at ITNL
30	Danny Samuel	Senior Vice President at ITNL
31	Davinder Yadav	Director at YFC Projects Private Limited
32	Deep Sen	Former Executive Director and Head International Business of IL&FS
33	Dilip Bhatia	Chief Executive Officer of ITNL
34	Dinesh Mutha	Senior Manager at ITNL
35	Divakar Thakur	Associate Vice President at Ramky Infrastructure Limited
36	Gautam Sadashiva	President at IECL
37	Gautam Tandasi	Employee of ITNL
38	George Cherian	Former Chief Financial Officer at ITNL
39	Hari Bhavsar	Vice President at ITNL

#	Name of the Individual	Designation
40	Hari Sankaran	Vice-Chairman and Managing Director at IL&FS
41	Harish Mathur	Former Technical Director at IL&FS Transportation Networks Limited and Chief Executive Officer at RIDCOR
42	Harshit Gupta	Employee of Deloitte Haskins & Sells LLP
43	Hemant Saraf	Employee of Vishvaraj Infrastructure Limited
44	Hiren Gor	Senior Manager at ITNL
45	IW Vijaya Kumar	Former CFO of Ramky Infrastructure Limited
46	Jagdish Aggarwal	Senior Vice President and Chief Financial Officer at RMGL
47	Jose Maria Mendez-Vigo	Finance Director of EMSL
48	JS Rathod	Employee of IL&FS
49	Jyotsna Matondkar	Senior Manager at ITNL
50	Karunakaran Ramchand	Former Managing Director at ITNL
51	Kinshuk Dubey	Employee of IL&FS
52	Kirti Kotian	Manager at Deloitte Haskins and Sells
53	Kirti Kumar	Employee of Deloitte Haskins & Sells LLP
54	KMP Singh	Employee of Vishvaraj Infrastructure Limited
55	KR Khan	Chief Executive Officer at IECCL and Senior Vice President at ITNL
56	Krishna Ghag	Assistant Vice President and Company Secretary at ITNL
57	Kuljit Ahluwalia	Senior Manager at ITNL
58	Lakhani & Co LLP	Tax advisors for certain companies of the IL&FS Group
59	Lubna Usman	Employee of IFIN
60	M B Bajulge	Former Vice President at ITNL
61	M D Khattar	Managing Director at IECCL
62	M Goutham Reddy	Executive Director at Ramky Infrastructure Limited
63	M. Phaniprasad	Associate Manager at ITNL
64	Madan Mohan	Former Assistant Vice President at ITNL
65	Maharudra Wagle	Chief Financial Officer at IL&FS
66	Mahesh Munchhal	Employee of Axis Bank
67	Makarand Saharabuddhe	Former Manager Accounts and Financial Reporting at ITNL
68	Malvika Ramchand	Daughter of Karunakaran Ramchand
69	Manish Agarwal	Additional Non-Executive Director at ITNL
70	Manoj Agarwal	Senior Manager Finance at ITNL
71	Mrudula Gummuluri	Employee of IL&FS
72	Mukund Sapre	Executive Director at ITNL and Managing Director at IECCL
73	Narayanan Doraiswamy	Vice President at ITNL
74	Nirav Merchant	Secretary at ITNL
75	Nishant Jain	Civil Structural Engineer at ITNL
76	Nishant Srivastava	Managing Director at KNCEL
77	Nitin Raichura	Employee of Vishvaraj Infrastructure Limited
78	Nitish Agarwal	Employee of IL&FS
79	Parag Phanse	Vice President at ITNL
80	PJ Chatterjea	Employee of Vishvaraj Infrastructure Limited
81	Prasad Koli	Senior Manager at ITNL
82	Prashant Agarwal	Associate Vice President at ITNL
83	Praveen Panicker	Employee of IL&FS
84	Preeti Jain	Associate Manager at ITNL

#	Name of the Individual	Designation
85	Prince Gupta	Former Manager at M/s. Deloitte Haskins & Sells, Chartered Accountants
86	Radhika MS	Employee of IECL
87	Rahul Chandran	Finance Director at ITNL International Pte Limited
88	Rajashree	Employee of the Ahuja / Flemingo group
89	Rajendra Kumar Sharma	Assistant General Manager at IECL
90	Rajesh Anvekar	Associate Manager at ITNL (KSEL)
91	Rajesh Kalani	Employee of Vishvaraj Infrastructure Limited
92	Rajesh Kotian	Deputy Managing Director at IFIN
93	Rajiv Dubey	Associate Vice President at ITNL
94	Rajnish Saxena	Vice President at ITNL
95	Ramesh Bawa	Former Managing Director and Chief Executive Officer at IFIN
96	Ranjeet Kumar	Manager at ITNL
97	Ravi Kyal	Employee of IL&FS
98	Ravi Praveen	Employee of ITNL
99	Ravi Sreehari	Former Associate Vice President and Head Business Development at ITNL
100	Raviiraj Salecha	Employee of IL&FS
101	S C Mittal	Chief Executive at ITNL
102	S K Singh	Financial Controller at RIDCOR Infra Projects Limited and Assistant Vice President at IL&FS Transportation Networks Limited
103	S M Bhat	Employee at IL&FS
104	Sabyasachi Mukherjee	Former Chief Operating Officer at IFIN
105	Sachin Gajjar	Associate Vice President at ITNL
106	Sachin Mohite	Associate Manager at ITNL
107	Sahil Shah	Officer at ITNL
108	Sambhu Mukherjee	Employee of IL&FS
109	Sandeep Dhone	Director of Oscar Infra
110	Sanjay Minglani	Senior Vice President at ITNL
111	Sarang Kale	Pune-based businessman
112	Satish Suvarna	Manager at ITNL
113	Satya Ranjan Rout	Employee of ITNL
114	Saurabh Bhoot	Head (Internal Controls desk) at ITNL
115	Seng Chee	Partner at PricewaterhouseCoopers LLP (Singapore)
116	Shailendra Jahagirdar	Employee of IL&FS
117	Shaivali Parekh	Chief Operating Officer at ITNL
118	Shankar lokapure	Deputy Manager at ITNL
119	Shivakant Tiwari	Assistant Manager at ITNL
120	Shreela K	Associate Vice President at ITNL
121	Shrikant Kukade	Deputy Manager at ITNL
122	Siddharth Singh	Employee of IL&FS
123	Sonal Singh	Senior Paralegal Corporate Secretarial in Abagado Pte Limited
124	SP Singh	Employee of IL&FS
125	Sreejith Narayanan	Former Vice President at ITNL
126	Sumesh AS	Employee of ITNL
127	Sumit Kedia	Assistant Manager at ITNL
128	Swapnil Bhalekar	Employee of IL&FS
129	T Viswanathasarma	Employee of IL&FS

#	Name of the Individual	Designation
130	Tushar Palsule	Vice President at ITNL
131	Vaibhav Saraf	Assistant Vice President at ITNL
132	VB Katti	Vice President at ITNL
133	Venkata Ramanna	Employee of IL&FS
134	Vijay Kini	Vice President at ITNL
135	Vinay Nambiar	Manager at ITNL
136	Vineet Agarwal	Employee of IL&FS
137	Vinod Tripathi	Project Director at ITNL
138	Vipul Solanki	Officer at ITNL
139	Viren Ahuja	Promoter of Flemingo
140	Virinder Kaul	Chief Operating Officer at Ramky Infrastructure Limited
141	Virindra Raina	Employee of IL&FS
142	Vishal Barfiwala	Director of Alvarez & Marshal
143	VK Tripathi	Vice President at ITNL

8 Annexures

Annexure Number	Particulars
4	Potential anomalies noted in Project Cost
4.1	Potential anomalies noted with regard to flow of funds in ITNL and its SPVs
	Potential recovery of equity contribution by ITNL in SPVs through PDF / PMF
	Extract of working representing potential recovery of equity contribution by ITNL in SPVs through PDF / PMF:
4.1.1	Potential anomalies noted in circular transactions between IL&FS Limited and ITNL/SPVs
4.1.1.1	Extract of Inflow of INR 110.00 crs in JSEL (Indian Bank A/c No. 915906540) from IL&FS on 27 August 2015
4.1.1.2	Extract of Outflow of INR 110.00 crs from JSEL (Indian Bank – 915906540) to ITNL on 27 August 2015
4.1.1.3	Extract of banking records of ITNL representing repayment of IL&FS Loan of INR 50.00 crs each from Deutsche Bank AG A/c No.0635201-00-0 on 27 August 2015 and Yes Bank Ltd. A/c No – 000185700000560 on 28 August 2015
4.1.1.4	Extract of Inflow of INR 147.00 crs (55+47.50+20+24.50) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS on 30 September 2015
4.1.1.5	Extract of Bank Book* of ITNL for Inflow of INR 53.00 crs in Yes Bank Ltd. CC A/c No – 000185700000560 from IL&FS on 30 September 2015
4.1.1.6	Extract of Outflow of INR 100.00 crs from ITNL (Axis Bank A/c – 028010200009072) to IL&FS on 30 September 2015
4.1.1.7	Extract for Inflow of INR 100.00 crs (23+23+34+20) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JSEL and PSRDCL of INR 50.00 crs each on 14 January 2016
4.1.1.8	Extract of Inflow of INR 50.00 crs in JSEL (Indian Bank A/c – 915906540) and further outflow of INR 50.00 crs to IL&FS 14 January 2016
4.1.1.9	Extract of Inflow of INR 50.00 crs in PSRDCL (Bank of India A/c – 011920110000247) and further outflow of INR 50.00 crs to IL&FS 14 January 2016
4.1.1.10	Extract of Inflow of INR 150.00 crs (94+56) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to IRIDCL of INR 100.00 crs and JSEL of INR 50.00 crs on 15 January 2016
4.1.1.11	Extract of Inflow of INR 100.00 crs in IRIDCL (Union Bank A/c – 495801010040697) from ITNL and outflow to IRIDCL (Union Bank A/c – 495801010040698) of INR 100.00 crs on 15 January 2016
4.1.1.12	Extract of Outflow of INR 100.87 crs from IRIDCL (Union Bank A/c – 495801010040698) to IL&FS on 15 January 2016
4.1.1.13	Extract for Inflow of INR 50.00 crs in JSEL Union Bank A/c – 495801010040697 from ITNL and outflow to IL&FS of INR 50.00 crs on 15 January 2016
4.1.1.14	Extract of Inflow of INR 150.00 crs (55+27+7+61) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JRPICL of INR 150.00 crs (75+14+61) 18 January 2016
4.1.1.15	Extract of Inflow of INR 150.00 crs (75+14+61) in JRPICL Axis Bank A/c – 909020033205506 from ITNL and outflow to IL&FS of INR 150.00 crs (24.5+24.5+24.5+7+7+33+24+5.5) on 18 January 2016
4.1.1.16	Extract for Inflow of INR 65.00 crs in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JSEL INR 60.00 crs and JRPICL INR 5.70 crs on 20 January 2016
4.1.1.17	Extract for Inflow of INR 60.00 crs in JSEL (Indian Bank A/c – 915906540) and further outflow of INR 60.00 crs to IL&FS on 20 January 2016
4.1.1.18	Extract of Inflow of INR 5.70 crs in JRPICL (Axis Bank A/c – 909020033205506) and further outflow of INR 5.70 crs to IL&FS
4.1.1.19	Extract of Inflow of INR 100.00 crs in PSRDCL (Bank of India A/c – 011920110000247) from IL&FS and further outflow of INR 100.00 crs to ITNL on 21 January 2016
4.1.1.20	Extract of Inflow of INR 100.00 crs in ITNL (Axis Bank – 028010200009072) from PSRDCL and further outflow to BAEL of INR 100 crs (INR 50 crs from Axis Bank, INR 22 crs from Deutsche Bank and INR 28 crs from Yes Bank) on 21 January 2016
4.1.1.21	Extract of inflow of INR 100 crs (22+50+28) to BAEL (Indusind Bank Account 200999522303) from ITNL on 21 Jan 2016
4.1.1.22	Extract of inflow of INR 27 crs to BAEL (Indusind Bank Account 200999522303) from ITNL on 21 Jan 2016
4.1.1.23	Extract of further outflow of INR 126.05 crs (24.25+77.55+24.25) to IL&FS on 21 January 2016
4.1.1.24	Extract of Inflow of INR 10.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 10.00 crs to KSEL on 22 January 2016

Annexure Number	Particulars
4.1.1.25	Extract inflow of INR 100.00 crs in MBEL (Bank of Baroda – 29100200000129) from IL&FS and further outflow of INR 100.00 crs to ITNL on 22 January 2016
4.1.1.26	Extract of Inflow of INR 111.15 (100+11.15) crs in KSEL (Yes Bank Account – 000180200004550) from ITNL and further outflow of INR 110 crs (24.75+24.75+5.75+22.75+7.25+24.75) to IL&FS on 22 January 2016
4.1.1.27	Extract of Inflow of INR 200 crs in JSEL (Indian Bank A/c – 915906540) from IL&FS and outflow to ITNL of INR 200 crs on 29 March 2016
4.1.1.28	Extract for Inflow of INR 200.00 crs in ITNL (Axis Bank A/c – 028010200009072) from JSEL and further outflow to IL&FS of INR 200.00 crs on 29 March 2016
4.1.1.29	Extract for an inflow of INR 200.00 crs in ITNL (Axis Bank A/c – 028010200009072) from JSEL and further outflow to IL&FS of INR 200.00 crs on 29 March 2016
4.1.1.30	Extract for Inflow of INR 50.00 crs (22+28) in IRIDCL (Union Bank of India-Escrow-495801010040697) from IL&FS and further outflow of INR 50.00 crs to ITNL on 30 March 2016
4.1.1.31	Extract for Inflow of INR 50.00 crs in ITNL (Axis Bank – 028010200009072) from IRIDCL and further outflow of INR 50.00 crs to IL&FS on 30 March 2016
4.1.1.32	Extract of inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 150.00 crs to IL&FS Cluster Development Initiative Ltd on 22 June 2016
4.1.1.33	Extract of inflow of INR 93.00 crs in JSEL (Indian Bank – 915906540) from IL&FS Cluster Development Initiative Ltd and further outflow of INR 93.00 crs to ITNL on 22 June 2016
4.1.1.34	Extract of inflow of INR 57.17 crs in EHEL (Oriental Bank of Commerce – 04071131000319) from IL&FS Cluster Development Initiative Ltd and further outflow of INR 57.00 crs to ITNL on 22 June 2016
4.1.1.35	Extract of Inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from JSEL of INR 93.00 crs and EHEL of INR 57.17 crs and further outflow of INR 150 crs to IL&FS on 22 June 2016
4.1.1.36	Extract of Inflow of INR 150.00 crs (95+55) in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 150.00 crs (95+55) to Rapid Metro Rail Ltd on 23 June 2016
4.1.1.37	Extract of inflow of INR 150.00 crs in IRIDCL (Union Bank A/c – 495801010040697) from Rapid Metro Rail Ltd and outflow to ITNL (Union Bank A/c – 495801010040698) of INR 150.00 crs on 23 June 2016
4.1.1.38	Extract of inflow of INR 150.00 crs in IRIDCL (Union Bank A/c – 495801010040698) from RMGSL and outflow to ITNL of INR 150.00 crs on 23 June 2016
4.1.1.39	Extract for Inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from IRDCL and further outflow of INR 150.00 crs (100+50) to IL&FS on 23 June 2016
4.1.1.40	Extract of inflow of INR 80.00 crs (76.50+3.50) in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 82.89 crs (82.61+0.28) to Livia India Limited on 22 September 2016
4.1.1.41	Extract of INR 80.00 crs in JSEL(Indian Bank (Escrow) – 915906540) from Livia India Limited on 22 September 2016
4.1.1.42	Extract of inflow of INR 80.21 crs in ITNL (Axis Bank – 028010200009072) from JSEL (15 credit entries of 5 crs + 1.24 + 3.96) and further outflow of INR 80.00 crs to IL&FS on 22 September 2016
4.1.1.43	Extract of inflow of INR 42.00 crs on 21 July 2017 and INR 41.00 crs on 24 July 2017 in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 75.00 crs (50+24+1) on 24 July 2017 to IL&FS
4.1.1.44	Extract of INR 50.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 50.00 crs to IL&FS on 24 January 2018
4.1.1.45	Extract of Inflow of INR 350.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 30.00 crs to IL&FS from ITNL on 31 January 2018
4.1.1.46	Extract of Inflow of INR 517.00 crs in ITNL (Indusind Bank A/c – 201002472745) from IL&FS and further outflow of INR 517.00 crs (200+200+117) to SSTL on 06 August 2018
4.1.1.47	Extract of Inflow of INR 517.00 crs (200+200+117) in SSTL (ICICI Bank – 0784) from ITNL and further outflow of INR 517.00 crs to ITNL 06 August 2018
4.1.1.48	Extract of Inflow of INR 517.00 crs in ITNL (Axis Bank – 028010200009072) from SSTL and further outflow of INR 508.46 crs (5 credit entries of 100 crs + 8.46) to IL&FS on 07 August 2018
4.1.1.49	Extract of Inflow of INR 272.00 crs in ITNL (Indusind Bank A/c – 201002472745) from IL&FS and further outflow of INR 250.00 crs to ACEL and INR 22.00 crs to SSTL on 01 September 2018
4.1.1.50	Extract of Bank book of ACEL (Axis Bank A/c- 915020047932411) showing Inflow of INR 250.00 crs from ITNL and further outflow of INR 250.00 crs to ITNL on 01 September 2018
4.1.1.51	Extract of Inflow of INR 22.00 crs in SSTL from ITNL and further outflow of INR 22.00 crs to ITNL on 01 September 2018

Annexure Number	Particulars
4.1.1.52	Extract of Inflow of INR 272.00 crs in ITNL (Axis Bank – 028010200009072) from ACEL (INR 250 crs) and SSTL (INR 22 crs) and further outflow of INR 115.00 crs (15+100) to IL&FS on 01 September 2018
4.1.1.53	Extract of Email dated 13 January 2016, sent by Mr Maharudra Wagle to Mr S.M Bhatt, confirming routing transaction of INR 100.00 crs
4.1.1.54	Extract of Email dated 20 June 2016 sent by Mr Sachin Mohite to Mr Chandrakant Jagasia, confirming routing transaction of INR 100.00 crs
4.1.1.55	Email dated 21 September 2016 sent by Mr Ashish Patel to Mr Ajay Menon, confirming routing transaction of INR 80.00 crs
4.1.1.56	Extract of Email dated 24 September 2016, sent by Mr Ajay Menon to Mr Dilip Bhatia, where the structure of the transaction to be routed was mentioned
4.1.3	Potential instances of the utilisation of short term borrowings for making equity contribution in SPVs
4.1.3.1	Extract of inflow of 75 crs in ITNL Axis Bank – 028010200009072 from ISSL and further utilised towards equity investment in SPVs
4.1.3.2	Extract for the inflow of INR 10 crs in ITNL Standard Chartered Bank - 22205336112 and outflow to ITNL Axis Bank A/c – 028010200009072 of INR 10.00 crs on 28 Apr 2014:
4.1.3.3	Extract for Inflow of INR 10.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL – Standard Chartered Bank A/c 22205336112 and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 10.00 crs on 28 Apr 2014
4.1.3.4	Extract for Inflow of INR 10.00 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Axis Bank A/c – 028010200009072 and Outflow to ITNL Khed Sinnar Expressway Limited, and Jorabat Shillong Expressway Limited of INR 2.00 crs each on 9 May 2014
4.1.3.5	Extract for Inflow of INR 55.00 crs in ITNL Axis Bank A/c – 028010200009072 from State Bank of Patiala and Outflow to Kiratpur Ner Chowk Expressway Ltd, Baleshwar Kharagpur Expressway Limited, and Khed Sinnar Expressway Limited of INR 12.50 crs, INR 5.00 crs, and INR 4.00 crs respectively on 06 May 2014
4.1.3.6	Extract for Inflow of INR 98.10 crs in ITNL Yes Bank A/c – 000160100000033 from CP-IOB and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 98.10.00 crs on 02 June 2014
4.1.3.7	Extract for Inflow of INR 98.10 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Yes Bank A/c – 000160100000033 and Outflow to ITNL Axis Bank A/c – 028010200009072 of INR 46.00 crs on 04 June 2014, and Kiratpur Ner Chowk Expressway Ltd of INR 45.00 crs on 02 June 2014
4.1.3.8	Extract for Inflow of INR 198.42 crs in ITNL Yes Bank A/c – 000160100000033 from Yes Bank CP and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 198.42 crs on 10 July 2014
4.1.3.9	Extract for Inflow of INR 198.42 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Yes Bank A/c – 000160100000033 and Outflow to ITNL Axis Bank A/c – 028010200009072 of INR 140.00 crs on 10 July 2014
4.1.3.10	Extract for Inflow of INR 140.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL Yes Bank Ltd. CC A/c - 000185700000560 and Outflow to Khed Sinnar Expressway Limited, IL&FS RAIL LIMITED, and ITNL International Pte Limited of INR 7.00 crs on 12 July 2014, INR 30.15 crs on 15 July 2014, and 18.13 crs on 16 July 2014
4.1.3.11	Extract for Inflow of INR 300.00 crs in ITNL Axis Bank A/c – 028010200009072 from WCDL- Standard Chartered Bank and Outflow to ITNL International Pte. Ltd. of INR 21.86 crs on 15 Apr 2015
4.1.3.12	Extract for Inflow of INR 120.00 crs in ITNL Axis Bank A/c – 028010200009072 from ICBC Bank and Outflow to IL&FS Rail Limited of INR 14.77 crs on 26 June 2015
4.1.3.13	Extract for Inflow of INR 22.00 crs in ITNL Axis Bank A/c – 028010200009072 from IL&FS Ltd and Outflow to Amravati Chikhli Expressway Ltd of INR 11.50 crs on 07 Oct 2015
4.1.3.14	Extract for Inflow of INR 73.75 crs in ITNL Yes Bank A/c – 000160100000033 from CP-DSP Blackrock and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 73.75 crs on 27 Oct 2015
4.1.3.15	Extract for Inflow of INR 73.75 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from Yes Bank A/c – 000160100000033 and Outflow to ITNL Deutsche Bank AG A/c No.0635201-00-0 of INR 18.00 crs on 27 Oct 2015
4.1.3.16	Extract for Inflow of INR 18.00 crs in ITNL Deutsche Bank AG A/c No.0635201-00-0 from Yes Bank Ltd. CC A/c - 000185700000560 and Outflow to ITNL Axis Bank A/c – 028010200009072 of INR 17.00 crs on 27 Oct 2015
4.1.3.17	Extract for Inflow of INR 17.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL Deutsche Bank AG A/c No.0635201-00-0 and Outflow to IL&FS Rail Limited of INR 11.05 crs on 30 Oct 2015

Annexure Number	Particulars
4.1.3.18	Extract for Inflow of INR 131.00 crs in ITNL Axis Bank A/c – 028010200009072 from LIVIA India Limited and Outflow to IL&FS Rail Limited, Rapid Metrorail Gurgaon South Limited, and Kiratpur Ner Chowk Expressway Ltd of INR 19.52 crs, INR 7.00 crs, and INR 5.00 crs on 01 Feb 2016
4.1.3.19	Extract for Inflow of INR 300.00 crs in ITNL Indian Overseas Bank A/c – 299802000000035 from Indian Overseas Bank and Outflow to Axis Bank A/c – 028010200009072 of INR 300.00 crs on 10 Nov 2017
4.1.3.20	Extract for Inflow of INR 300.00 crs in ITNL Indian Overseas Bank A/c – 299802000000035 from ITNL Indian Overseas Bank A/c – 299802000000035 and Outflow to Fagne Songadh Expressway Ltd, and Amravati Chikhli Expressway Ltd of INR 225.00 crs, INR 75 crs on 10 Nov 2017
4.1.3.21	Extract for Inflow of INR 75.00 crs in ITNL Axis Bank A/c – 028010200009072 from Bank of Baroda and Outflow to Barwa Adda Express Ltd of INR 12.75 crs on 01 Jan 2018
4.1.3.22	Extract for Inflow of INR 29.50 crs in ITNL Axis Bank A/c – 028010200009072 from CP from Bhopal Co-operative Bank and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 35.00 crs on 03 Jan 2018
4.1.3.23	Extract for Inflow of INR 35.00 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Axis Bank A/c – 028010200009072 and Outflow to Amravati Chikhli Expressway Ltd 5.00 crs on 04 Jan 2018
4.1.4	Potential anomalies in loan facilities availed from Indusind Bank
4.1.4.1	Extract of Inflow of INR 300.00 crs in ITNL Indusind Bank A/c – 200000031541 from IL&FS utilized for repayment of a loan of INR 547.75 crs and fresh loan of INR 500.00 crs taken from Indusind Bank A/c – 200000031541 transferred to ITNL on 29 September 2017
4.1.4.2	Extract of Inflow of INR 500.00 crs in ITNL Axis Bank – 028010200009072 from Indusind Bank A/c – 200000031541 and further utilized for repayment of a loan of IL&FS of INR 300.00 crs on 29 September 2017
4.1.5	Potential instances where loan facilities availed from IFIN were utilised to repay outstanding loans of IFIN
4.1.5.1	Extract of dated 20 April 2017 for Inflow of INR 100 crs in PSRDCL Bank of India A/c – 011920110000247 from IFIN and further utilized for repayment of a loan of ITNL of INR 100 crs
4.1.5.2	Extract of Transaction dated 20 April 2017 for Inflow of INR 100 crs in ITNL Axis Bank – 028010200009072 and further utilized for providing loan to JRPICL of INR 100 crs
4.1.5.3	Extract of Transaction dated 20 April 2017 for Inflow of INR 100 crs in JRPICL Axis Bank A/c – 909020033205506 and further utilized for repayment of the loan to IFIN of INR 100 crs
4.1.6	Potential instances where loan facilities availed from IFIN were utilised to repay outstanding loans of IFIN
4.1.6.1	Extract for Inflow of INR 171.55 crs in PSRDCL Bank of India A/c – 011920110000247 from IFIN and further utilized for repayment of a loan of ITNL of INR 171.55 crs
4.1.6.2	Extract of Transaction dated 21 April 2017 for Inflow of INR 171.55 crs in ITNL Axis Bank – 028010200009072 and further utilized for providing loan to JRPICL of INR 171.55 crs
4.1.6.3	Extract Inflow of INR 171.55 crs in JRPICL Axis Bank A/c – 909020033205506 and further utilized for repayment of the loan to IFIN of INR 96.55 crs and Nana Layja Power Company Limited of INR 75 cr
4.1.7	Potential instances where loan facilities availed from ITNL were utilised to repay outstanding loans of ITNL
4.1.7.1	Extract of Outflow of INR 100.00 crs from ITNL Axis Bank – 028010200009072 to JRPICL on 15 February 2017
4.1.7.2	Extract of Inflow of INR 100.00 crs in JRPICL Axis Bank A/c – 909020033205506 from ITNL and further utilized for repayment of the loan to IRL of INR 100.00 crs on 15 February 2017
4.1.7.3	Extract of Inflow of INR 100.00 crs in ITNL Axis Bank – 028010200009072 from IRL on 15 February 2017
4.1.7.4	Extract of the email dated 15 February 2017 sent by Ajay Menon to Vijay Kini discussing the routing transaction to be done and Vijay Kini's further reply
4.1.8	Potential instances where loan facilities availed from IAL were utilised to repay outstanding loans of IAL
4.1.8.1	Extract for Inflow of INR 60.00 crs in JRPICL Axis Bank A/c 909020033205506 from IAL and further utilized for repayment of the loan to ITNL of INR 60.00 crs on 29 June 2016
4.1.8.2	Extract for Inflow of INR 60.00 crs in ITNL Axis Bank – 028010200009072 from JRPICL and further utilized for payment to IAL INR 60.00 crs on 29 June 2016
4.1.9	Potential anomalies in the equity contribution by Spanco Limited and fees paid to ITNL in MPBCDCL

Annexure Number	Particulars
4.1.9.1	Extract of PIM of MPBCDCL (March 2011)
4.1.9.2	Extract of PDF/PMF agreements dated 03 November 2010 and 03 January 2011 between ITNL and MPBCDCL
4.1.9.3	Extract of financial statements of SIIL indicating SIIL had provided a loan of INR 38.94 crs to Spanco Limited during FY 2012-13
4.1.9.4	Extract of note provided by the representatives of ITNL indicating equity contribution of INR 39.00 crs by Spanco Limited in MPBCDCL
4.1.9.5	Extract of MCA Records of SIIL
4.1.9.6	Extract of the agreement dated 20 April 2011 and 03 January 2012 between ITNL, Spanco Limited and MPBCDCL
4.1.9.7	Extract of note provided by the representatives of ITNL indicating refund of PDF/PMF of INR 30.56 crs from Spanco Limited to ITNL and adjustment of INR 64.70 crs in the books of ITNL
4.1.9.8	Extract of bank statements of MPBCDCL indicating the source of refund amounting to INR 29.00 crs was paid by MPBCDCL project to Spanco in the nature of PDF/PMF expenses
4.1.9.9	Extract of news article dated 17 August 2015
4.1.10	Potential instances where book loans were availed from IL&FS group companies
4.1.10.1	Refer to annexure attached in excel sheet
4.2	Instances indicating potential issues in PDF / PMF charged by ITNL
4.2.2	PDF/PMF charged by ITNL to ACEL
4.2.2.1	Extract of PIM of ACEL prepared in the month of May 2017 indicating budgeted PDF/PMF of INR 174.00 crs.
4.2.2.2	Extract of the annual report of ITNL for the financial year 2018-19 indicating new policy guidelines dated 09 March 2019 by MoRTH.
4.2.2.3	Extract of banking records of ACEL indicating receipt of funds from ITNL and utilization of the same for PDF:
4.2.2.4	Extract of Bank Statement of ITNL indicating ITNL source of funds for making an equity investment in ACEL of INR 300.00 crs:
4.2.2.5	Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 300 crs from IOB 299802000000035 to Axis Bank and outflow of INR 75 crs to ACEL.
4.2.2.6	Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 389.16 crs from Bank of Tokyo to Axis Bank and outflow of INR 65 crs to ACEL
4.2.3	PDF/PMF charged by ITNL to FSEL
4.2.3.1	Extract of Bank Statement of IOB 299802000000035 indicating ITNL source of funds for making an equity investment in FSEL of INR 300 crs
4.2.3.2	Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) for the inflow of INR 300 crs from IOB 299802000000035 to Axis Bank and outflow of INR 225 crs to FSEL
4.2.3.3	Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 389.16 crs from Bank of Tokyo to Axis Bank and outflow of INR 75 crs to FSEL
4.2.5	PDF/PMF charged by ITNL to SSTL
4.2.5.1	Extract of banking records of ITNL highlighting the transactions undertaken
4.2.5.2	Extract of banking records of SSTL highlighting the transactions undertaken
4.2.5.3	Extract of banking records of ITNL highlighting the transactions undertaken
4.2.5.4	Extract of the email dated 06 August 2018, which was sent by Ajay Menon to Chandrakant Jagasia
4.2.5.5	Extract of the email dated 05 July 2013 sent by Kuljit Alhuwalia to Prasad Koli
4.2.6	PDF/PMF charged by ITNL to KNCEL
4.2.6.1	Extract of PIM of KNCEL (April 2012) indicating budgeted PDF/PMF of INR 150.43crs:
4.2.6.2	Extract of spreadsheet provided by the representatives of ITNL indicating the total agreed amount of PDF/PMF between KNCEL and ITNL
4.2.6.3	Extract of additional PDF/PMF agreement dated 28 March 2017 executed by ITNL and KNCEL
4.2.7	PDF/PMF recognised in KSEL
4.2.7.1	Extract of an email dated 24 February 2015, which was sent by Ajay Menon to K. Ramchand and Mukund Sapre
4.2.7.2	Extract of Monthly Progress Report ('MPR') of January 2015 for KSEL Project
4.2.9	PDF/PMF charged by ITNL to HREL
4.2.9.1	Extract of the development agreement dated 09 October 2009 between HREL and ITNL
4.2.9.2	Extract of Detailed Design, Programme Management Services Cum O&M Contract dated 15 October 2009 between ITNL and HREL
4.2.10	PDF/PMF charged by ITNL to BKEL

Annexure Number	Particulars
4.2.10.1	Extract of the email dated 10 May 2012 sent by Ajay Menon to Ravi Sreehari
4.2.10.2	Extract of the email dated 10 May 2012 sent by Ajay Menon to Ravi Sreehari and Kuljit Ahluwalia
4.2.10.3	Extract of PIM of BKEL (July 2012) indicating budgeted PDF/PMF of INR 40.00 crs
4.2.10.4	Extract of MOU dated 16 July 2012
4.2.10.5	Extract of e-mail dated 19 June 2012
4.2.10.6	Extract of e-mail dated 19 June 2012
4.2.10.7	Extract of MOU dated 22 January 2015
4.2.10.8	Extract of MOU dated 09 April 2015
4.2.10.9	Extract of BKEL-CWIP Workings
4.2.10.10	Extract of Bank Statement of BKEL
4.2.10.11	Extract of Bank Statement of ITNL
4.2.11	PDF/PMF recorded by ITNL with regard to CNTL and BKEL
4.2.11.1	Extract of the email dated 29 June 2010 which was sent by Sachin Gajjar to Mukund Sapre
4.2.11.2	Extract of the email dated 24 January 2014 which was sent by Ajay Menon to Prashant Agarwal
4.2.12	PDF/PMF charged by ITNL and Spanco to MPBCDCL
4.2.12.1	Extract of the agreement dated 03 November 2010 and 03 January 2011 between ITNL and MPBCDCL
4.2.12.2	Extract of PIM of MPBCDCL prepared in the month of March 2011 indicating project management expenses of INR 20.00 crs
4.2.12.3	Extract of the email dated 15 December 2010 sent by Venkata Ramanna to Parag Phanse
4.2.12.4	Extract of an email dated 16 April 2012 sent by Mukund Sapre to Kapil Puri (4.2.12)
4.2.13	PDF/PMF charged by ITNL to IRIDCL
4.2.13.1	Extract of IRIDCL PIM dated May 2013
4.2.13.2	Extract of Monthly Progress Reports
4.2.13.3	Extract of Physical Progress as per Board Minutes
4.2.13.4	Extract of PDF/PMF fees paid as provided in '385_IRIDCL_CWIP details':
4.2.14	PDF/PMF charged by ITNL for SBHL Project
4.2.14.1	Extract of MOU dated 04 July 2012
4.2.14.2	Extract of SBHL IFIN mandate dated 23 July 2012
4.2.14.3	Extract of FSIPL Contract
4.2.14.4	Extract of MOU dated 07 July 2014
4.2.14.5	Extract of Traffic Report submitted by Feedback Infra dated April 2012
4.2.14.6	Extract of Advance Traffic Survey and Revised Revenue submitted by ITNL dated August 2014
4.2.15	Claim Management Fees charged by ITNL for PSRDCL Project
4.2.15.1	Extract of MOU dated 04 October 2016
4.2.15.2	Extract of Bank Statements of PSRDCL and ITNL:
4.2.16	Potential anomalies in the project cost estimates to potentially adjust PDF/PMF payments of ITNL:
4.2.16.1	Extract of cost estimates for bids submitted to NHAI as provided in 'Summary Sheet':
4.2.16.2	Extract of Project cost as per PIM:
4.2.17	Potential pre-booking of income by ITNL in form of PDF/PMF:
4.2.17.1	Extract of email dated 17 July 2014 sent by Prashant Agarwal to Mukund Sapre:
4.2.17.2	Extract of MOU entered between SPV and ITNL:
4.2.18	Impact of PDF / PMF on standalone profitability of ITNL
4.2.18.1	Extract of the email dated 01 October 2015 sent by Prashant Agarwal to Hari Bhavsar
4.2.18.2	Extract of the email dated 08 October 2015 sent by Shrikant Kukade to Makarand Sahasrabuddhe and Tapan Parikh (4.2.18) [54]
4.2.18.3	Extract of the email dated 12 October 2015 sent by Prashant Agarwal to Tapan Parikh (4.2.18) [53]
4.2.18.4	Extract of the email dated 12 October 2015 sent by Makarand Sahasrabuddhe to Tapan Parikh
4.3	Instances indicating potential issues in construction cost incurred by ITNL and its SPVs
4.3.1	Potential anomalies in advances extended to GIPL in KNCEL project
4.3.1.1	Extract of the agreement dated 01 August 2013 indicating ITNL had subcontract a contract worth IINR 219.00 crs to GIPL for KNCEL project.
4.3.1.2	Extract of the email dated 07 July 2014 which was sent by Ashutosh Chandwar to SC Mittal
4.3.1.3	Extract of Monthly Progress Reports of KNCEL for the month of December 2013
4.3.1.4	Extract of Monthly Progress Reports of KNCEL for the month of December 2013
4.3.1.5	Extract of agreements dated 18 January 2017 and 24 April 2017, ITNL had awarded contracts to GIPL for the FSEL and GRBDCL projects.
4.3.1.6	Extract of the email dated 28 September 2017 sent by Vaibhav Saraf to Shankar Lokapure

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4.3.1.7	Extract of the email dated 10 November 2017 sent by Nagaraj B N to S K Srivastava
4.3.1.8	Extract of the email dated 19 March 2019, sent by Parag Phanse to Sameer Raut
4.3.1.9	Extract of e-mail dated 07 February 2012 Sent by Mukund Sapre to M D Khattar
4.3.2	Potential anomalies in contracts awarded to IECCL for KNCEL project
4.3.2.1	Extract of the agreement dated 06 September 2013 between ITNL and IECCL
4.3.2.2	Extract of the supplementary agreement dated 03 January 2014 between ITNL and IECCL
4.3.2.3	Extract of the email dated 01 February 2014 sent by MD Khattar to Mukund Sapre
4.3.2.4	Extract of the email dated 29 August 2016 sent by Dilip Bhatia to Ashutosh Chandwar
4.3.2.5	Extract of MCAM dated 05 September 2016
4.3.3	Potential assistance provided to RIL through Narketpally-Addanki-Medarametla Expressway Limited project
4.3.3.1	Extract of the email dated 07 November 2012 sent by VB Katti to Harish Mathur
4.3.3.2	Extract of the document in the user files of KR Khan wherein it was noted that the reported bills in favour of subcontractor Ramky Infrastructure Limited (RIL) exceeded the actual bills by INR 92.64 crs in relation to NAMEL project.
4.3.4	Potential anomalies noted in the contracts awarded by ITNL to RIL in JSEL project
4.3.4.1	Extract of the agreement dated 11 January 2011 indicating sub-contracting by ITNL to RIL for JSEL project
4.3.4.2	Extract of the email dated 25 July 2013 which was sent by Sanjay Minglani to Mukund Sapre
4.3.4.3	Extract of the email dated 30 June 2016 which was sent by Mukund Sapre to Ayodhya Rami Reddy
4.3.4.4	Extract of banking records of JSEL and ITNL indicating equity contribution by RIL and payments made by ITNL to RIL
4.3.4.5	Extract of the letter dated 19 August 2013 confirming the termination of work of JSEL received from Ramky Infrastructure Limited.
4.3.4.6	Extract of the email dated 04 June 2012 which was sent by Virindra Raina to Virender Kaul (COO of RIL), Divakar Thakur (AVP at RIL)
4.3.4.7	Extract of the email dated 04 February 2014 sent by Sanjay Miglani
4.3.5	Potential instances of dummy contracts in Warora Chandrapur Ballarpur Toll project
4.3.5.1	Extract of the document titled 'Note on WCBRTL IT Matter' as identified in the user files of Vijay Kini
4.3.6	Potential excess payments to Soma Enterprise Limited by ITNL in SSTL project
4.3.6.1	Extract of share purchase agreement dated 18 March 2013 between ITNL and SEL
4.3.6.2	Extract of bank statements of ITNL indicating payment of INR 50.00 crs on 23 March 2013 to SEL
4.3.6.3	Extract of a letter dated 28 March 2013 sent by SEL to ITNL
4.3.6.4	Extract of bank statement of ITNL indicating payment of INR 49.00 crs by ITNL to Airspace Infrastructure Private Limited
4.3.7	Potential anomalies in the bidding process for ACEL project
4.3.7.1	Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s Gopichand Panjwani
4.3.7.2	Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s AP Saste Construction Company.
4.3.7.3	Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s Ashish Contractor and Engineer
4.3.7.4	Extract of Work order awarded to M/s Gopichand Panjwani amounting to INR 5.25 crs dated 15 March 2017
4.3.7.5	Extract of the email dated 15 December 2017 where KR Khan approved work orders awarded to M/s Gopichand Panjwani amounting to INR 2.35 crs
4.3.7.6	Extract of Work order awarded to M/s Gopichand Panjwani amounting to INR 2.35 crs dated 15 December 2017
4.3.7.7	Extract of same landline number mentioned on the letterheads of M/s Gopichand Panjwani and M/s Ashish Contractor and Engineers.
4.3.7.8	Extract of Quotation received from Shilansh Corporation amounting to INR 0.61 crs
4.3.7.9	Extract of Quotation received from Real Tech Engineers
4.3.7.10	Extract of the email dated 18 June 2018 where KR Khan approved work orders awarded to M/s Shilansh Corporation amounting to INR 0.68 crs
4.3.7.11	Extract of Work order awarded to M/s Shilansh Corporation amounting to INR 0.68 crs dated 15 June 2018
4.3.7.12	Extract of Quotation received from Amit Wasnik:
4.3.7.13	Extract of Quotation received from Deepak Degole:

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4.3.7.14	Extract of Quotation received from Vansh Infrastructure Private limited :
4.3.7.15	Extract of Work order awarded to M/s Amit Wasnik amounting to INR 0.82 crs
4.3.7.16	Extract of the email dated 22 March 2018 where KR Khan approved work orders awarded to M/s Amit Wasnik amounting to INR 0.82 crs
4.3.8	Potential anomalies in contracts awarded to YFC Projects Private Limited and NKC Projects Private Limited
4.3.8.1	Extract of the agreement dated 11 January 2011 entered between ITNL and Ramky Infrastructure for JSEL Project for a contract price of INR 550 crs
4.3.8.2	Extract of the agreement dated 11 January 2011 entered between ITNL and Ramky Infrastructure for JSEL Project for a contract price of INR 550 crs.
4.3.8.3	Extract of the email conversation including an attached letter of termination dated 15 July 2013 wherein ITNL has issued a letter of termination to YFC Projects in relation to MPBCDCL Project
4.3.8.4	Extract of the email including the attached letter of termination dated 15 July 2013 wherein ITNL has issued a letter of termination to YFC Projects in relation to MPBCDCL Project
4.3.8.5	Extract of the letter dated 19 August 2013 confirming the termination of work of JSEL received from Ramky Infrastructure Limited
4.3.8.6	Extracts of the Agreement dated 26 August 2013 between ITNL and NKC Projects Pvt Ltd for JSEL Project
4.3.8.7	Extracts of the Agreement dated 26 August 2013 between ITNL and NKC Projects Pvt Ltd for JSEL Project
4.3.8.8	Extracts of the Agreement dated 26 August 2013 between ITNL and YFC Projects Pvt Ltd for JSEL Project
4.3.8.9	Extracts of the Agreement dated 26 August 2013 between ITNL and YFC Projects Pvt Ltd for JSEL Project
4.3.8.10	Extract of media article dated 18 April 2015 stating FIR was filed before the Central Bureau of Investigation ('CBI') against ITNL
4.3.8.11	Extract of public domain media article dated 03 November 2013 where NKC was barred from participating in bids
4.3.9	Potential anomalies in contracts awarded to Gajra Infra Private Limited and M/s. S.S. Enterprises in KSEL project
4.3.9.1	Extract of work orders issued to GIPL dated 06 July 2015 and 14 October 2015 indicating the activities to be carried out
4.3.9.2	Extract of work orders issued to GIPL dated 14 October 2015
4.3.9.3	Extract of MCA records of GIPL for the FY 2015-16 indicating the total revenue from operations as INR 9.98 crs
4.3.9.4	Extract of work orders dated 04 June 2015 and 22 July 2017 awarded to SS Enterprises relating to plantation and maintenance for the project KSEL
4.3.9.5	Extract of the public domain search indicating the products and services, as provided by SS Enterprises
4.3.11	Potential issues with regards to Margin earned ITNL on development cost in SBHL Project:
4.3.11.1	Extract of cost estimate submitted to Government of Rajasthan:
4.3.11.2	Extract of MCAM – SHBL Dated 29th October 2012
4.3.11.3	Extract of Summary Sheet
4.3.11.4	Extract of IFIN Mandate Dated 23rd July 2012
4.3.11.5	Extract of PIM – SHBL Dated September 2012
4.3.11.6	Extract email dated 27 September 2012 sent by Ravi Sreehari to Kuljit Alhuwalia
4.3.12	Potential issues with regard to amendment in development agreement executed by PSRDCL with ITNL
4.3.12.1	Extract of Development Agreement entered between PSRDCL and ITNL dated 01 October 2009:
4.3.12.2	Extract of 1st Amendment to Development Agreement entered between PSRDCL and ITNL dated 10 May 2013:
4.3.12.3	Extract of 2nd Amendment to Development Agreement entered between PSRDCL and ITNL dated 11 September 2015:
4.3.12.4	Extract of 3rd Amendment to Development Agreement entered between PSRDCL and ITNL dated 04 May 2016:
4.3.12.5	Extract of Lenders Independent Engineer Report for March 2013:
4.3.12.6	Extract of Lenders Independent Engineer Report for March 2015:
4.3.12.7	Extract of Completion Certificate issued by Independent Engineer ('IE') as on 03 February 2016.

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4.3.12.8	Extract of Arbitral Tribunal order dated 30 November 2017
4.3.13	Construction expense invoice raised by ITNL on IRIDCL potentially before commencement of project construction
4.3.13.1	Extract of Development Agreement
4.3.13.2	Extract of PIM of IRIDCL dated May 2013
4.3.13.3	Extract of MPRs showing physical progress
4.3.13.4	Extract of board minutes showing physical progress
4.3.13.5	Extract of spreadsheet providing details of RA Bill 1 dated 30 March 2013
4.3.14	Payment with respect to pre-construction activities potentially without adequate supporting documentation
4.3.14.1	Extract of Development Agreement dated 19 February 2010
4.3.14.2	Extract of Amendment Agreement dated 18 March 2010
4.3.15	Potential excess payment made to ITNL and its sub-contractors in KSEL Project
4.3.15.1	Extract of Development Agreement dated 08 February 2014 and Amendment Agreements dated 28 March 2017 and 26 March 2018
4.3.15.2	Extract of sub-contact agreement
4.3.15.3	7.3.1.3 Extract of Monthly Progress Report for September 2018
4.3.16	Potential excess claim of 'Change of Scope' cost from NHAI
4.3.16.1	Extract of Claim related workings provided by representatives by ITNL
4.3.17	Potential excess construction cost incurred by CNTL
4.3.17.1	Extract of claim letter dated 19 April 2018 sent by CNTL to NHAI
4.3.17.2	Extract of claim opinion for CNTL project by Advocate Krishnan Venkatraman
4.3.18	Potential non-recoverability of mobilization advance from sub-contractors in JSEL
4.3.18.1	Annexure 4.3.11: Extract of development agreements executed for the JSEL project dated 11 January 2011:
4.3.19	Potential anomalies regarding mobilisation advance paid to IECCCL for ACEL Project
4.3.19.1	Extract of Email dated 28 March 2018 sent by Rajesh SK to Sushil Kumar Dudeja
4.3.19.2	Email dated 29 March 2018 sent by Nagaraj BN to Sushil Kumar Dudeja
4.3.19.3	Extract of email dated 12 April 2018 sent by Ajit Singh to Sumesh AS
4.3.20	Potential anomalies identified in claims filed to NHAI
4.3.20.1	Extract of the email dated 09 December 2015 sent by Sumesh AS to Ajay Menon
4.3.20.2	Extract of email dated 11 January 2014 sent by Alok Anandmani to Vijay Kini
4.3.20.3	Extract of the email dated 24 February 2016 sent by Kaushik Laik to Sanjay Miglani and Aalok Anandamani (4.3.21) [34]
4.3.20.4	Extract of the email dated 07 September 2016 sent by Amol Tondlekar to Subhash Sachdeva
4.4	Potential margin earned by ITNL in sub-contracting Operation and Maintenance work to Elsamex:
4.4.1	Potential margin earned by ITNL in sub-contracting Operation and Maintenance work in BKEL Project:
4.4.1.1	Extract of O&M contract Dated 16 December 2012 Between BKEL and ITNL:
4.4.1.2	Extract of O&M Fixed fees agreement Dated 1 October 2013 between ITNL and EIPL:
4.4.2	& 4.4.3 Potential margin earned by ITNL in sub-contracting Operation and Maintenance work in SBHL Project:
4.4.2.1	Extract of O&M agreement dated 12 October 2015 between ITNL and SBHL:
4.4.2.2	Extract of O&M agreement letter dated 12 September 2015 between NPS and SBHL:
4.4.2.3	Extract of O&M agreement letter dated 01 December 2015 between ITNL and SBHL:
4.5	Other anomalies in the Operations and Maintenance contracts:
4.5.1	Management committee approval for awarding Operation and Maintenance contracts for CNTL was dated before receiving the quotes :
4.5.1.1	Extract of MCAM MC/40/2017-18 dated 03 November 2017:
4.5.1.2	Extract of Bid Document and E-mail Correspondence of Egis Road:
4.5.1.3	Extract of Bid Document and E-mail Correspondence of EMSL:
4.5.1.4	Extract of Bid Document and E-mail Correspondence of Feedback:
4.5.2	Potential increase of time and contract amount of O&M contract with EMSL:
4.5.2.1	Extract of O&M WO Dated 25 May 2016
4.5.2.2	Extract of MCAM Dated 21 Feb 2018
4.5.2.3	Extract of Bid Document of NPS
4.5.2.4	Extract of Bid Document of Elsamex
4.5.2.5	Extract of Bid Document of SGMS Maintenance Service

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4.5.2.6	Extract of COD – EMSL Dated 21 February 2018
4.5.2.7	Extract of WGEL PIM
4.5.2.8	Extract of MCAM Dated 21 February 2018
4.5.3	Potential anomalies noted in obtaining quotations from EMSL for O&M of KSEL Project:
4.5.3.1	Extract of Internal Audit Report:
4.5.3.2	Extract of email communications extending deadline date and extract of MCAM showing EMSL bid received on 02 February 2017
4.6	Potential issues with regard to excess interest cost on borrowings
4.6.9	Potential issues with regard to excess interest cost on borrowings - SBHL
4.7	Potential misrepresentation to stakeholders of ITNL and its SPVs
4.7.1	Potential anomalies in project cost projections represented to stakeholders
4.7.1.1	Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL
4.7.1.2	Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL
4.7.1.3	Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL
4.7.1.4	Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL
4.7.1.5	Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL
4.7.1.6	Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL
4.7.1.7	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Chaibasa-Kandra-Chowka Road)
4.7.1.8	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Chaibasa-Kandra-Chowka Road)
4.7.1.9	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Patratu Dam-Ramgarh)
4.7.1.10	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Patratu Dam-Ramgarh)
4.7.1.11	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi-Patratu Dam Road)
4.7.1.12	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi-Patratu Dam Road)
4.7.1.13	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi Ring Road)
4.7.1.14	Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi Ring Road)
4.7.1.15	Extract of Project Cost as per DEA and Project Cost as per PIM for HREL
4.7.1.16	Extract of Project Cost as per DEA and Project Cost as per PIM for HREL
4.7.1.17	Extract of Project Cost as per DEA and Project Cost as per PIM for GRICL Rail Bridge Development Company Limited
4.7.1.18	Extract of Project Cost as per DEA and Project Cost as per PIM for GRICL Rail Bridge Development Company Limited
4.7.1.19	Extract of Project Cost as per DEA and Project Cost as per PIM for JIICL
4.7.1.20	Extract of Project Cost as per DEA and Project Cost as per PIM for JIICL
4.7.1.21	Extract of Project Cost as per DEA and Project Cost as per PIM for KSEL
4.7.1.22	Extract of Project Cost as per DEA and Project Cost as per PIM for KSEL
4.7.1.23	Extract of Project Cost as per DEA and Project Cost as per PIM for PSRDCL
4.7.1.24	Extract of Project Cost as per DEA and Project Cost as per PIM for PSRDCL
4.7.1.25	Extract of Project Cost as per DEA and Project Cost as per PIM for ACEL
4.7.1.26	Extract of Project Cost as per DEA and Project Cost as per PIM for ACEL
4.7.1.27	Extract of Project Cost as per DEA and Project Cost as per PIM for SBHL
4.7.1.28	Extract of Project Cost as per DEA and Project Cost as per PIM for SBHL
4.7.1.29	Extract of Project Cost as per DEA and Project Cost as per PIM for BKEL
4.7.1.30	Extract of Project Cost as per DEA and Project Cost as per PIM for BKEL
4.7.1.31	Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL (2 Lanning)
4.7.1.32	Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL (2 Lanning)
4.7.1.33	Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL
4.7.1.34	Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL
4.7.1.35	Extract of Project Cost as per DEA and Project Cost as per PIM for FSEL
4.7.1.36	Extract of Project Cost as per DEA and Project Cost as per PIM for FSEL
4.7.1.37	Extract of the email dated 15 July 2015 sent by Lubna Usman to Mukund Sapre
4.7.1.38	Extract of the email dated 21 May 2010 sent by Mrudula Gummuluri to Danny Samuel
4.7.1.39	Extract of the email dated 05 December 2015 sent by Shaivali Parekh to Mukund Spare

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4.7.1.40	Extract of the email conversations dated 28 January 2016 sent by Chandrakant Jagasia to SC Mittal.
4.7.1.41	Extract of the email dated 20 July 2012, sent by Amol Waikar to Kuljit Ahluwalia
4.7.1.42	Extract of the email dated 22 December 2014 sent by Lubna Usman to Mukund Sare
4.7.1.43	Extract of e-mail dated 24 July 2017 Sent by Prashant Agarwal to Karunakaran Ramchand, Mukund Sare, Dilip Bhatia, Ajay Menon and others
4.7.1.44	Extract of e-mail dated 04 May 2013 sent by Mukund Sare to Ashutosh Chandwar; KR Khan; Manish Agarwal; Sanjay Minglani; GV; Rathore J S; Sanjiv Rai, Ramchand Karunakaran; Harish Mathur; MB Bajulge
4.7.1.45	Extract of an email dated 18 April 2012 sent by Chandrakant Jagasia to Mukund Sare
4.7.2	Potential anomalies in project cost projections represented to stakeholders Bid v/s Department of Economic Affairs
4.7.2.1	Extract of spreadsheet named 'Summary BAEL' showing project cost estimated as provided by ITNL
4.7.2.2	Extract of Project cost of BAEL as per DEA website
4.7.2.3	Extract of spreadsheet named 'Summary GRBDCL' showing project cost estimated as provided by ITNL
4.7.2.4	Extract of Project cost of GRBDCL as per DEA website – Refer Annexure 4.7.2.17
4.7.2.5	Extract of spreadsheet named 'Summary JSEL' showing project cost estimated as provided by ITNL
4.7.2.6	Extract of Project cost of JSEL as per DEA website – Refer Annexure 4.7.2.5
4.7.2.7	Extract of spreadsheet named 'Summary MBEL' showing project cost estimated as provided by ITNL
4.7.2.8	Extract of Project cost of MBEL as per DEA website – Refer Annexure
4.7.2.9	Extract of spreadsheet named 'Summary BKEL' showing project cost estimated as provided by ITNL
4.7.2.10	Extract of Project cost of BKEL as per DEA website – Refer Annexure 4.7.2.29
4.7.2.11	Extract of spreadsheet named 'Summary FSEL' showing project cost estimated as provided by ITNL
4.7.2.12	Extract of Project cost of FSEL as per DEA website – Refer Annexure 4.7.2.35
4.7.2.13	Extract of spreadsheet named 'Summary PSRDCL' showing project cost estimated as provided by ITNL
4.7.2.14	Extract of Project cost of PSRDCL as per DEA website – Refer Annexure 4.7.2.23
4.7.2.15	Extract of spreadsheet named 'Summary SBHL' showing project cost estimated as provided by ITNL
4.7.2.16	Extract of Project cost of SBHL as per DEA website – Refer Annexure 4.7.2.27
4.7.2.17	Extract of a spreadsheet named 'Summary CNTL' showing project cost estimated as provided by ITNL
4.7.2.18	Extract of Project cost of CNTL as per DEA website – Refer Annexure 4.7.2.1 and 4.7.2.2
4.7.2.19	Extract of a spreadsheet named 'Summary HREL' showing project cost estimated as provided by ITNL
4.7.2.20	Extract of Project cost of HREL as per DEA website – Refer Annexure 4.7.2.15
4.7.2.21	Extract of spreadsheet named 'Summary KSEL' showing project cost estimated as provided by ITNL
4.7.2.22	Extract of Project cost of KSEL as per DEA website – Refer Annexure 4.7.2.21
4.7.2.23	Extract of spreadsheet named 'Summary KNCEL' showing project cost estimated as provided by ITNL
4.7.2.24	Extract of Project cost of KNCEL as per DEA website
4.7.3	Potential anomalies in the toll revenue recognised in the books of accounts and toll revenue projected to lenders
4.7.3.1	Extract of toll revenue projected as per PIM for WGEL
4.7.3.2	Extract of toll revenue projected as per PIM for BKEL
4.7.3.3	Extract of toll revenue projected as per PIM for IRIDCL
4.7.3.4	Extract of toll revenue projected as per PIM for IRIDCL
4.7.3.5	Extract of toll revenue projected as per PIM for SBHL
4.7.3.6	Extract of toll revenue projected as per PIM for MBEL
4.7.3.7	Extract of toll revenue projected as per PIM for PSRDCL
4.7.3.8	Extract of toll revenue projected as per PIM for KSEL
4.7.3.9	Extract of toll revenue projected as per Traffic Report for KSEL

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4.7.3.10	Extract of toll revenue projected as per PIM for MPBCDCL
4.7.3.11	Extract of toll revenue projected as per Traffic Report for MPBCDCL
4.7.3.12	Extract of toll revenue projected as per PIM for BAEL
4.7.3.13	Extract of toll revenue projected as per Traffic Report for BAEL
4.7.3.14	Extract of toll revenue projected as per Traffic Report for ACEL
4.7.3.15	Extract of toll revenue projected as per PIM of KNCEL
4.7.3.16	Extract of toll revenue projected as per traffic study report of KNCEL
4.7.3.17	Extract of the email conversations dated 12 August 2018 between Kirti Kotian and representatives of ITNL
4.7.3.18	Extract of the email dated 29 June 2012 sent by Ananya Maitra to Ajay Menon
4.7.4	Potential anomalies in representation made to Axis Bank Limited
4.7.4.1	Extract of the email conversations dated 29 June 2012 and 06 July 2012
4.7.4.2	Extract of the email conversations dated 29 June 2012 and 06 July 2012
4.7.4.3	Extract of the email conversations dated 06 July 2012
4.7.4.4	Extract of the email conversations dated 06 July 2012
4.7.5	Potential issues pertaining to equity infusion by JV Partner SEL in SSTL Project
4.7.5.1	Extract of the joint-venture agreement dated 18 March 2013 executed between Soma Enterprises Limited ('SEL') and ITNL to form SSTL:
4.7.5.2	Extract of bank book of ITNL (Yes Bank Ltd. CC A/c No – 000185700000560) representing loan given to SEL on 07 October 2014
4.7.5.3	Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) representing loan given to SEL on 29 October 2014 and 06 January 2015
4.7.5.4	Extract of Bank Statement of SSTL (ICICI Bank A/c – 000705040784) representing equity contribution brought in by SEL on 07 October 2014 and 29 October 2014
4.7.5.5	Extract of Email dated 10 October 2014 send by Anwaya Kadu to Vijay Kini
4.7.5.6	Extract of Email dated 20 October 2014 send by Preeti Jain to Vijay Kini
4.7.5.7	Extract of Email dated 29 October 2014 send by Vijay Kini to ITNL representatives
4.7.6	Potential instances of amendment in development agreements between ITNL and its SPVs to reflect profitability in standalone financials of ITNL
4.7.6.1	Extract of the email dated 03 March 2017 which was sent by Ashvini Rane to SC Mittal, Vijay Kini and others
4.7.6.2	Extract of attachment in the email dated 03 March 2017 which was sent by Ashvini Rane to SC Mittal, Vijay Kini and other
4.7.6.3	Extract of the email dated 24 February 2017 sent by Tushar Palsule to Dilip Bhatia with regard to revision of margins in KNCEL project
4.7.7	Potential instances of payments from SPVs to ITNL to maintain financial ratios
4.7.7.1	Extract of the email dated 29 August 2011 sent by Deep Sen to Narayan Doraiswamy and others :
4.7.7.2	Extract of the email dated 12 September 2011 sent by Amogh Gore to Vijay Kini
4.7.8	Potential anomalies in toll revenue estimated at the bidding stage and toll revenue projected to lenders
4.7.8.1	Extract of spreadsheet named 'Summary IRIDCL' showing toll revenue estimated as provided by ITNL
4.7.8.2	Extract of PIM of IRIDCL – Refer Annexure 5.7.4.3 and 5.7.4.4
4.7.8.3	Extract of spreadsheet named 'Summary BKEL' showing toll revenue estimated as provided by ITNL
4.7.8.4	Extract of PIM of BKEL – Refer Annexure 5.7.4.2
4.7.8.5	Extract of spreadsheet named 'Summary PSRDCL' showing toll revenue estimated as provided by ITNL
4.7.8.6	Extract of PIM of PSRDCL – Refer Annexure 5.7.4.7
4.7.8.7	Extract of spreadsheet named 'Summary KSEL' showing toll revenue estimated as provided by ITNL
4.7.8.8	Extract of PIM of KSEL – Refer annexure 5.4.7.8
4.7.9	Potentially inflated projections of toll revenue estimates in PIM data to potentially depict a strong financial position to lenders in MPBCDCL
4.7.9.1	Extract of spreadsheet named 'Summary MPBDCL' showing toll revenue estimates as provided by ITNL
4.7.9.1	Extract of toll revenue projected as per Traffic Report for MPBCDCL
4.7.9.2	Extract of toll revenue projected as per PIM for MPBCDCL

Annexure Number	Particulars
4.7.10	Potential adjustments made in books of accounts to achieve desired PAT
4.7.10.1	Extract of the email dated 12 December 2016 sent by Prashant Agarwal to Ashvini Rane and Satyam Poddar
4.7.10.2	Extract of the email dated 14 December 2016 sent by Vijay Kini to Prashant Agarwal
4.7.10.3	Extract of the email dated 15 December 2016 sent by Ashvini Rane to Dilip Bhatia
4.7.10.4	Extract of the email dated 15 December 2016 sent by Prashant Agarwal to Dilip Bhatia
4.7.10.5	Extract of the email dated 15 December 2016 sent by Prashant Agarwal to Dilip Bhatia
4.7.10.6	Extract of the email dated 20 December 2016 sent by Dilip Bhatia to K Ramchand, Mukund Sapre and SC Mittal
4.7.10.7	Extract of e-mail dated 24 December 2010 Sent by Deep Sen to Karunkaran Ramchand
4.7.10.8	Extract of an email dated 28 November 2013 sent by Prashant Agarwal
4.7.11	Potential anomalies in Letter of Comfort and Financial Guarantee by ITNL to BAEL
4.7.11.1	Extract of ITNL Consolidated Financial Statement for the Financial Year 2017-18:
4.7.11.2	2.1.2 Extract of Notes to accounts of ITNL Standalone Financial Statement for the Financial Year 2017-18:
4.8	Transactions with red flag entities
4.8.1	Potential anomalies in payments made to Kaleidoscope Infra Ventures Private Limited
4.8.1.1	Extract of Screenshot of various directorships of Sarang Kale showing his directorship in KIVPL since 19 July 2010
4.8.1.2	Extract of the transaction with Kaleidoscope Infra Ventures Pvt Ltd in ITNL – Axis Bank Account – 028010200009072
4.8.1.3	Extract of the transaction with Kaleidoscope Infra Ventures Pvt Ltd in ITNL Bank Book* for Yes Bank CC A/c – 000185700000560
4.8.1.4	Extract of email sent by Ajay Menon to Mukund Sapre dated 14 October 2014, regarding the payment made to Kaleidoscope Infra Ventures Private Limited
4.8.1.5	Extract of Email sent by Mr Ajay Menon to Mr George Cherian dated 15 October 2014, stating amount needs to be transferred to Kaleidoscope Infra Ventures Private Limited
4.8.1.6	Extract of Email sent by Mr Ajay Menon to Mr George Cherian dated 15 October 2014, stating amount needs to be transferred to Kaleidoscope Infra Ventures Private Limited
4.8.1.7	Extract of Email sent by Mr Ajay Menon to Mr Chetan Panchal dated 06 November 2014:
4.8.2	Potential anomalies in payments made to Maval Developers Private Limited
4.8.2.1	Extract of Screenshot of various directorships of Sarang Kale showing his directorship in MDPL since 24 October 2011
4.8.2.2	Extract of the email dated 22 January 2016 sent by Markarand Sahasrabuddhe to Prince Gupta
4.8.2.3	Extract of MOU dated 01 October 2015 between ITNL and MDPL
4.8.2.4	Extract of MOU dated 01 October 2015 between ITNL and MDPL
4.8.2.5	Extract of Letter dated 10 December 2015 send by MDPL to ITNL stating its inability to continue the work in respect of which MOU was signed
4.8.2.6	Extract of the email dated 01 February 2016 sent by Prasant Agarwal to Ajay Menon and Dilip Bhatia wherein the auditors had raised concern regarding the deposit given to MDPL of INR 50 crs, KIVPL of INR 5 crs and VDBPL of INR 5 crs
4.8.2.7	Extract of the transaction with Maval Developers Pvt Ltd in ITNL - Axis Bank Account – 028010200009072
4.8.2.8	Extract of the transaction with Maval Developers Pvt Ltd in ITNL - Axis Bank Account – 028010200009072
4.8.3	Potential anomalies in contracts awarded to M/s Jitendra Singh for KSEL project
4.8.3.1	Extract of the email dated 13 October 2013 sent by KR Khan to Karunakaran Ramchand
4.8.3.2	Extract of email sent by Sarang Kale to Mukund Sapre
4.8.3.3	Extract of the email dated 23 November 2015, which was sent by Dinesh Mutha to Rajesh
4.8.4	Potential financial assistance provided by ITNL to group companies of Ahuja /Flemingo Group
4.8.4.1	Extract of email sent by Mr Ajay Menon to Mr Mukund Sapre dated 07 June 2010
4.8.4.2	Extract of the email dated 10 June 2010 sent by Mr Vijay Kini to Mr Sandeep
4.8.4.3	Extract of email dated 27 May 2010 sent by Sachin Gajjar to Mukund Sapre
4.8.4.4	Extract of the email dated 10 June 2010 sent by Manoj Agarwal to Mr Vijay Kini
4.8.4.5	Extract of email 11 June 2010 sent by Manoj Agarwal to Vijay Kini regarding the payment made to Oscar Infra Private Limited
4.8.4.6	Extract of the email dated 08 July 2010 sent by Mr Ajay Menon to Mr Ravi Sreehari & Mr Narayanan Doraiswamy

Annexure Number	Particulars
4.8.4.7	Extract of the email dated 23 January 2014 sent by Manoj Agarwal to Mr Vijay Kini
4.8.4.8	Extract of Email dated 05 March 2010 sent by Ajay Menon to Mukund Sapre
4.8.5	Potential financial dealings between the then KMPs of ITNL and Ahuja/Flemingo Group
4.8.5.1	Extract of email dated 04 March 2010 sent by Karunakaran Ramchand to Viren and Atul Ahuja:
4.8.5.2	Extract of email dated 22 April 2010 sent by Atul Ahuja to Karunakaran Ramchand:
4.8.5.3	Extract of Appointment letter attached in an email dated 22 April 2010 sent by Atul Ahuja to Karunakaran Ramchand
4.8.5.4	Extract of Email dated 25 October 2011 sent by Rajashree to Karunakaran Ramchand
4.8.5.5	Extract of email dated 03 January 2011 sent by Karunakaran Ramchand to Atul Ahuja
4.8.5.6	Extract of the email dated 03 January 2011 sent by Karunakaran Ramchand to Animesh Jha
4.8.5.7	Extract of the email dated 03 January 2011 sent by Animesh to Karunakaran Ramchand
4.8.6	Loans provided by Avance Technologies Ltd. And Empower India Ltd. to SBHL, MPBCDCL and IRIDCL
4.8.6.1	Extract of the email dated 27 March 2018 sent by Ajay Menon to Chandrakant Jagasia
4.8.6.2	Extract of the email dated 17 April 2018 sent by Vidya Merala to Ajay Menon
4.8.6.3	Extract of the email dated 28 August 2018 showing bank statements of Avance Technologies Limited
4.8.6.4	Extract of the email dated 16 November 2018 sent by Reena Jalan to Krishna Ghag and Deepak Pareek
4.8.6.5	Extract of the email dated 29 March 2018 sent by Ajay Menon to info@empowerindia.in and Avance Technologies
4.8.6.6	Extract of the email dated 28 March 2018 from Ramesh Suvarna to Pooja Singh and Mukesh Ranga and extract email dated 29 March 2018 sent by Ajay Menon to Chandrakant Jagasia
4.9.1	Potential irregularities in the takeover of loan from IFIN
4.9.1.1	Extract of the email dated 03 September 2014 sent by Hiren Gor to Ajay Menon
4.9.1.2	Extract of the email dated 03 September 2014 sent by Hiren Gor to Ajay Menon
4.10.1	Potential anomalies in stake swap of JSEL and NAMEL between ITNL and Ramky Infrastructure Limited
4.10.1.1	Extract of an MOU dated 31 August 2013 signed between ITNL and RIL to swap the shares of NAMEL vis-à-vis JSEL
4.10.1.2	Extract of an Email dated 12 August 2014 between Mukund Sapre and Ayodhya Rami Reddy, highlights that Ayodhya Reddy (Chairman of RIL) sought the consent of Mukund Sapre to move forward with the stake swap
4.10.1.3	Extract of an Email dated 12 August 2014 between Mukund Sapre and Ayodhya Rami Reddy, Mukund Sapre responded, stating that swap stake was not promised
4.10.1.4	Extract of the Valuation Report of NAMEL
4.10.1.5	Extract of the Valuation Report of JSEL
4.10.1.6	Extract of ITNL and RIL stake swap agreement dated 16 August 2018 to swap stakes in JSEL and NAMEL
4.10.1.7	Extract of the media article dated 01 September 2018 regarding the sale of NAMEL to Cube Highways by Ramky
4.10.1.8	Extract of 'Report of the BK Chaturvedi Committee on NHDP' in which it was stated that the post-tax return on equity (Equity IRR) was 16% per annum at an assumed debt-equity ratio of 70:30 and PIM in which debt-equity ratio was stated as 60:40
4.11.1	Potential non-compliance of loan agreement with lenders in JSEL
4.11.1.1	Extract of the common loan agreement dated 21 October 2010 between JSEL and its lenders
4.11.1.2	Extract of the original development agreement dated 20 October 2010
4.11.1.3	Extract of the original development agreement dated 20 October 2010
4.11.1.4	Extract of the original development agreement dated 01 October 2013
4.11.1.5	Extract of minutes of the meeting of the board of directors of ITNL dated 21 January 2014
4.11.1.6	Extract of the common loan agreement of JSEL
4.11.1.7	Extract of the internal audit report of JSEL dated 12 March 2014
4.12.1	Potential non-disclosure of related party transactions in the financial statements of CNTL
4.12.1.1	Extract of the related party disclosures as per financial statements of CNTL.
4.12.1.2	Extract of the related party disclosures as per financial statements of CNTL
4.12.1.3	Extract of the related party disclosures as per financial statements of CNTL
4.12.1.4	Extract of the related party disclosures as per financial statements of CNTL
4.13.1	Potential issues in the operations at the site

Annexure Number	Particulars
4.13.1.1	Extract of the email dated 24 October 2016 sent by VK Tripathi to MB Bajulge
4.13.1.2	Extract of the email dated 04 October 2018 sent by Satya Ranjan Rout to the representative of ITNL:
4.13.1.3	Extract of the email dated 05 October 2018 by Sanjay Minglani to the representative of ITNL
4.13.1.4	Extract of the email dated 06 October 2018 sent by Gautam Tandasi to the representative of ITNL
4.13.1.5	Extract of the email dated 08 October 2018 by Dilip Bhatia to the representative of ITNL
4.13.1.6	Extract of the email dated 08 October 2018 sent by Madan Mohan to the representative of ITNL
4.13.1.7	Extract of the email dated 08 October 2018 sent by Dilip Bhatia to Madan Mohan:
4.13.1.8	Extract of attachment shared by Madan Mohan via email dated 08 October 2018:
4.13.1.9	Extract of e-mail dated 11 February 2016 Sent by Sreelal to MB Bajulge and KR Khan and related trail mails (4.13) [7]
4.14.1	Potential instance of cement purchase order given to vendor not forming part of the approved list of vendors
4.14.1.1	Extract of the email dated 14 February 2012, sent by Rajendra Kumar Sharma to Radhika MS
4.15.1	Potential stress/liquidity issues which appear to be known to the then KMPs of IL&FS Group
4.15.1.1	Extract of the email dated 09 August 2016 by Sabyasachi Mukherjee writing about the financial challenges of ITNL to Mukund Sapre
4.15.1.2	Extract of the email dated 09 August 2016 by Sabyasachi Mukherjee writing about the financial challenges of ITNL to Mukund Sapre
4.16.1	Potential instances of excess fees charged by IFIN in KSEL and CNTL:
4.16.1	Extract of an email dated 27 March 2017 which was sent by Dilip Bhatia to Mukund Sapre and Karunakaran Ramchand
4.18.1	Potential issues in booking of expenses through backdated documents
4.18.1.1	Extract of email dated 06 December 2013 sent by Prashant Agarwal
4.18.1.2	Extract of email dated 10 November 2009 sent by Narayanan Doraiswamy to Parag Phanse and extract of email dated 11 November 2009 sent by Parag Phanse to Rahul Chandran
4.19.1	Potential issues in providing mobilization advance to sub-contractors:
4.19.1.1	Extract of MOU dated 02 November 2017 between ITNL and Dhanlaxmi Electricals



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Project Icarus: Annexures to the Supplementary Report (Report 2.0) on Special audit of IL&FS Transportation Networks Limited ('ITNL') and its Special Purpose Vehicles ('SPVs')

16 February 2022

Private and Confidential

8. Annexures to Observations¹

4.1 Potential anomalies noted with regard to flow of funds in ITNL and its SPVs

Potential recovery of equity contribution by ITNL in SPVs through PDF / PMF

Extract of working representing potential recovery of equity contribution by ITNL in SPVs through PDF / PMF:

#	Name of the SPV	Equity Investment		Source of Funds				
		Date of equity Investment	Bank Account from which Investment is made	Amount Invested (INR in ore)	Date of Receipt of Loan	Particulars	Bank Account	
1	Amravati Chikhli Expressway Limited	18-Sep-15	Axis-9072	0.05	16-Sep-15	Yes Bank	Yes CP - 0033	50.00
	Amravati Chikhli Expressway Limited	07-Oct-15	Axis-9072	11.50	05-Oct-15	Standard Chartered Bank	SCB - 6112	30.00
	Amravati Chikhli Expressway Limited	29-Apr-16	Axis-9072	4.50	29-Apr-16	IL&FS Limited	Axis-9072	49.00
	Amravati Chikhli Expressway Limited	21-Sep-16	Axis-9072	1.00	19-Sep-16	Gujarat Integrated Maritime Complex Private Limited	Axis-9072	10.00
	Amravati Chikhli Expressway Limited	29-Apr-17	Axis-9072	3.00	28-Apr-17	IL&FS Limited	Axis-9072	215.50
	Amravati Chikhli Expressway Limited	10-Nov-17	Axis-9072	75.00	10-Nov-17	Indian Overseas Bank	IOB - 0035	300.00
	Amravati Chikhli Expressway Limited	27-Dec-17	Axis-9072	15.00	26-Dec-17	Bhopal Co-operative Central Bank Limited	Axis CP - 4391	41.00
	Amravati Chikhli Expressway Limited	04-Jan-18	Axis-9072	5.00	03-Jan-18	Bhopal Co-operative Central Bank Limited	Axis CP - 4391	26.00
	Sub Total			116.06				
2	Baleshwar Kharagpur Expressway Limited	16-Jan-14	Yes CC - 0560	5.00	23-Dec-13	Karur Vysya Bank	Yes CC - 0560	100.00
	Baleshwar Kharagpur Expressway Limited	04-Feb-14	Axis-9072	10.00	31-Jan-14	Bank of Bahrain and Kuwait	Axis-9072	55.00
	Baleshwar Kharagpur Expressway Limited	27-Mar-14	Axis-9072	5.00	27-Mar-14	Lakshmi Vilas Bank	Yes CC - 0560	150.00
	Baleshwar Kharagpur Expressway Limited	10-Apr-14	Axis-9072	4.00	09-Apr-14	Oriental Bank of Commerce	Axis-9072	50.00
	Baleshwar Kharagpur Expressway Limited	06-May-14	Axis-9072	5.00	05-May-14	State Bank of Patiala	Axis-9072	55.00
	Baleshwar Kharagpur Expressway Limited	30-Oct-14	Axis-9072	3.50	29-Oct-14	Standard Chartered Bank	SCB - 6112	50.00
	Baleshwar Kharagpur Expressway Limited	14-Nov-14	Axis-9072	17.00	14-Nov-14	Standard Chartered Bank	SCB - 6112	20.00
	Baleshwar Kharagpur Expressway Limited	02-Jan-15	Axis-9072	10.00	30-Dec-14	Yes Bank	Yes CP - 0033	50.00
	Baleshwar Kharagpur Expressway Limited	29-Apr-15	Axis NCD - 0421	5.81	27-Apr-15	NCD	Axis NCD - 0421	225.00
3	Barwa Adda Expressway Limited	30-Oct-13	Axis-9072	5.00	30-Oct-13	Yes Bank	Yes CC - 0560	50.00
	Barwa Adda Expressway Limited	04-Jun-14	Axis-9072	10.00	02-Jun-14	Yes Bank	Yes CP - 0033	100.00
	Barwa Adda Expressway Limited	30-Jun-14	Axis-9072	26.30	30-Jun-14	Nainital Bank	Axis-9072	60.00
	Barwa Adda Expressway Limited	05-Jul-14	Axis-9072	3.00	30-Jun-14	Nainital Bank	Axis-9072	60.00
	Barwa Adda Expressway Limited	08-Jul-14	Axis-9072	10.00	07-Jul-14	Yes Bank	Yes CC - 0560	50.00
	Barwa Adda Expressway Limited	18-May-15	Axis-9072	10.00	18-May-15	Dhanlaxmi Bank	Axis-9072	75.00
	Barwa Adda Expressway Limited	24-Aug-17	Axis-9072	35.00	23-Aug-17	GREI Infrastructure Finance Limited	Axis-9072	110.00
	Barwa Adda Expressway Limited	07-Oct-17	Axis-9072	4.25	07-Oct-17	IL&FS Limited	Axis-9072	75.00
	Barwa Adda Expressway Limited	31-Oct-17	Axis-9072	12.00	31-Oct-17	NCD	Axis NCD - 0421	150.50

¹ For ease, Annexure numbers are referenced in the same sequence as the observations mentioned in the Report
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#	Equity Investment				Source of Funds			
	Name of the SPV	Date of equity Investment	Bank Account from which investment is made	Amount Invested (INR in lac)	Date of Receipt of Loan	Particulars	Bank Account	Amount (INR in lac)
3	Bawla Adda Expressway Limited	30-Nov-17	Axis NCD - 0421	17.00	30-Nov-17	NCD	Axis NCD - 0421	200.00
	Bawla Adda Expressway Limited	01-Jan-18	Axis-9072	12.75	30-Dec-17	Bank of Baroda	Axis-9072	750.00
	Bawla Adda Expressway Limited	31-Jan-18	Axis-9072	12.00	31-Jan-18	IL&FS Limited	Axis-9072	350.00
	Bawla Adda Expressway Limited	28-Feb-18	Axis-9072	12.00	28-Feb-18	IL&FS Limited	Axis-9072	209.00
	Sub Total			189.30				
4	Fagni Songadh Expressway Limited	18-Sep-15	Axis-9072	0.05	16-Sep-15	Yes Bank	Yes CP - 0033	50.00
	Fagni Songadh Expressway Limited	07-Oct-15	Axis-9072	8.50	05-Oct-15	Standard Chartered Bank	SCB - 6112	30.00
	Fagni Songadh Expressway Limited	29-Apr-16	Axis-9072	3.60	29-Apr-16	IL&FS Limited	Axis-9072	49.00
	Fagni Songadh Expressway Limited	21-Sep-16	Axis-9072	1.00	19-Sep-16	Gujarat Integrated Maritime Complex Private Limited	Axis-9072	10.00
	Fagni Songadh Expressway Limited	29-Apr-17	Axis-9072	7.00	28-Apr-17	IL&FS Limited	Axis-9072	215.50
	Fagni Songadh Expressway Limited	10-Nov-17	Axis-9072	225.00	10-Nov-17	Indian Overseas Bank	IOB - 0035	300.00
	Sub Total			248.16				
5	Khed Slinnar Expressway Limited	10-Apr-14	Axis-9072	7.00	09-Apr-14	Oriental Bank of Commerce	Axis-9072	50.00
	Khed Slinnar Expressway Limited	05-May-14	Axis-9072	4.00	05-May-14	State Bank of Patiala	Axis-9072	55.00
	Khed Slinnar Expressway Limited	04-Jun-14	Axis-9072	6.00	19-May-14	Yes Bank	Yes CP - 0033	25.00
	Khed Slinnar Expressway Limited	30-Jun-14	Axis-9072	4.60	30-Jun-14	Nainital Bank	Axis-9072	60.00
	Khed Slinnar Expressway Limited	05-Jul-14	Axis-9072	2.00	30-Jun-14	Nainital Bank	Axis-9072	60.00
	Khed Slinnar Expressway Limited	08-Jul-14	Axis-9072	8.00	07-Jul-14	Yes Bank	Yes CC - 0560	50.00
	Khed Slinnar Expressway Limited	17-Jul-14	Axis-9072	20.00	16-Jul-14	Yes Bank	Yes CC - 0560	25.00
6	Khed Slinnar Expressway Limited	28-Aug-14	Axis-9072	20.00	27-Aug-14	Yes Bank	Yes CC - 0560	25.00
	Sub Total			71.80				
	ITNL Road Infrastructure Development Company Limited	01-Aug-13	Axis-9072	21.80	01-Aug-13	State Bank of Patiala	Axis-9072	100.00
	ITNL Road Infrastructure Development Company Limited	30-Oct-13	Yes CC - 0560	5.50	30-Oct-13	Yes Bank	Yes CC - 0560	50.00
	ITNL Road Infrastructure Development Company Limited	28-Nov-13	Axis-9072	2.50	28-Nov-13	Standard Chartered Bank	Axis-9072	30.00
	ITNL Road Infrastructure Development Company Limited	30-Dec-13	Axis-9072	9.00	30-Dec-13	Ratnakar Bank	Yes CP - 0033	50.00
	ITNL Road Infrastructure Development Company Limited	27-Mar-14	Axis-9072	16.00	27-Mar-14	Lakshmi Vilas Bank	Yes CC - 0560	150.00
7	Sub Total			64.80				
	Jharkhand Infrastructure Implementation Company Limited	20-Oct-15	Axis-9072	1.60	20-Oct-15	IL&FS Limited	Yes CC - 0560	155.00
	Jharkhand Infrastructure Implementation Company Limited	05-Nov-15	Axis-9072	2.00	06-Nov-15	IL&FS Securities Services Limited	Axis-9072	100.00
	Jharkhand Infrastructure Implementation Company Limited	23-Dec-15	Axis-9072	2.00	21-Dec-15	Deutsche Bank	Axis - 9072	28.44

#	Equity Investment				Source of Funds			
	Name of the SPV	Date of equity Investment	Bank Account from which Investment is made	Amount Invested (INR In lac)	Date of Receipt of Loan	Particulars	Bank Account	Amount (INR In lac)
7	Jharkhand Infrastructure Implementation Company Limited	21-Jan-16	Axis-9072	4.36	21-Jan-16	IL&FS Limited	Axis-9072	25.00
	Jharkhand Infrastructure Implementation Company Limited	29-Feb-16	Axis-9072	1.25	29-Feb-16	Deutsche Bank	Axis - 9072	20.00
	Jharkhand Infrastructure Implementation Company Limited	03-May-16	Axis-9072	5.00	29-Apr-16	IL&FS Limited	Axis - 9072	49.00
	Jharkhand Infrastructure Implementation Company Limited	09-May-16	Axis-9072	0.75	03-May-16	Axis Bank	Axis CP - 4391	60.00
	Jharkhand Infrastructure Implementation Company Limited	17-May-16	Axis-9072	17.00	16-May-16	IL&FS Airport Limited	Axis - 9072	100.00
	Jharkhand Infrastructure Implementation Company Limited	29-Aug-16	Axis-9072	4.75	18-Aug-16	Issue of NCD's	Axis NCD - 0421	200.00
	Sub Total			88.70				
8	Kiratpur Ner Chowk Expressway Limited	30-Aug-13	Axis-9072	19.50	23-Aug-13	State Bank of Travancore	Axis-9072	50.00
	Kiratpur Ner Chowk Expressway Limited	30-Apr-14	Axis-9072	2.25	28-Apr-14	Standard Chartered Bank	SCB - 6112	8.00
	Kiratpur Ner Chowk Expressway Limited	06-May-14	Axis-9072	12.50	05-May-14	State Bank of Patiala	Axis-9072	55.00
	Kiratpur Ner Chowk Expressway Limited	02-Jun-14	Yes CC - 0960	25.00	22-May-14	Allahabad Bank	Axis-9072	60.00
	Kiratpur Ner Chowk Expressway Limited	30-Jun-14	Axis-9072	28.00	30-Jun-14	Nainital Bank	Axis-9072	60.00
	Kiratpur Ner Chowk Expressway Limited	05-Jul-14	Axis-9072	1.50	27-Jun-14	Yes Bank	Yes CP - 0033	200.00
	Kiratpur Ner Chowk Expressway Limited	28-Aug-15	Axis-9072	20.00	28-Aug-15	Bank of Maharashtra	Axis-9072	100.00
	Kiratpur Ner Chowk Expressway Limited	08-Oct-15	Axis-9072	10.00	08-Oct-15	Yes Bank	Yes CP - 0033	50.00
	Kiratpur Ner Chowk Expressway Limited	27-Nov-15	Yes CC - 0960	8.00	26-Nov-15	Yes Bank	Yes CP - 0033	75.00
	Kiratpur Ner Chowk Expressway Limited	21-Apr-16	Yes CC - 0960	15.00	19-Apr-16	Yes Bank	Yes CC - 0960	90.00
	Kiratpur Ner Chowk Expressway Limited	16-May-16	Axis-9072	10.00	16-May-16	IL&FS Airport Limited	Axis-9072	100.00
	Kiratpur Ner Chowk Expressway Limited	09-May-16	Axis-9072	10.00	05-May-16	Axis Bank	Yes CP - 9961	60.00
9	Kiratpur Ner Chowk Expressway Limited	28-Oct-16	Axis-9072	10.00	06-Sep-16	Deutsche Bank	Axis-9072	10.00
	Kiratpur Ner Chowk Expressway Limited	03-Feb-17	Yes CC - 0960	30.00	02-Feb-17	State bank of Bikaner and Jaipur	Axis - 9072	50.00
	Sub Total			201.76				
	Jorabat Shillong Expressway Limited	24-Dec-13	Yes CC - 0960	3.00	19-Dec-13	South Indian Bank	Axis - 9072	100.00
10	Jorabat Shillong Expressway Limited	11-Dec-14	Yes CC - 0960	0.50	10-Dec-14	Yes Bank	Yes CP - 0033	75.00
	Sub Total			3.50				
	Karyavattom Sports Facilities Limited	25-Jul-14	Axis-9072	7.00	22-Jul-14	NCD	Axis-9072	191.00
	Karyavattom Sports Facilities Limited	31-Dec-14	Axis-9072	6.56	30-Dec-14	United Bank of India	Axis-9072	100.00
	Sub Total			13.56				
	Total			878.72				

4.1.1 Potential anomalies noted in circular transactions between IL&FS Limited and ITNL/SPVs

4.1.1.1 Extract of Inflow of INR 110.00 crs in JSEL (Indian Bank A/c No. 915906540) from IL&FS on 27 August 2015

STATEMENT OF ACCOUNT from 01/07/2012 to 30/09/2012 for Account Number 915906540.							Page No: 1
							INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051							
17/08/2015	17/08/2015	NEW DELHI MAIN	WITHDRAWAL TRANSFER TARIFF CHARGES IDIBR520150817 11634103 TRANSFER TO 96181000124		5.00		13094948.00 CR
27/08/2015	27/08/2015	MUMBAI FORT	RTGS INW INFRASTRUCTURE L RTGS HDFCR52015082 705807555 TRANSFER FROM 98905000120		110000000.00		1113094948.00 CR
27/08/2015	27/08/2015	NEW DELHI MAIN	WITHDRAWAL TRANSFER IL AND FS TRANS IDIBR520150827 11676495 TRANSFER TO 98906000129		500000056.00		613094892.00 CR

4.1.1.2 Extract of Outflow of INR 110.00 crs from JSEL (Indian Bank – 915906540) to ITNL on 27 August 2015

STATEMENT OF ACCOUNT from 01/07/2012 to 30/09/2012 for Account Number 915906540.							Page No: 1
							INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051							
27/08/2015	27/08/2015	NEW DELHI MAIN	WITHDRAWAL TRANSFER IL AND FS TRANS IDIBR520150827 11676495 TRANSFER TO 98906000129		500000056.00		613094892.00 CR
27/08/2015	27/08/2015	NEW DELHI MAIN	WITHDRAWAL TRANSFER IL AND FS TRANS IDIBR520150827 11676500 TRANSFER TO 98906000129		600000056.00		13094835.00 CR
27/08/2015	27/08/2015	NEW DELHI MAIN	WITHDRAWAL TRANSFER TARIFF CHARGES IDIBR520150827 11676500 TRANSFER TO		1.00		13094834.00 CR

4.1.1.3 Extract of banking records of ITNL representing repayment of IL&FS Loan of INR 50.00 crs each from Deutsche Bank AG A/c No.0635201-00-0 on 27 August 2015 and Yes Bank Ltd. A/c No – 000185700000560 on 28 August 2015

27-Aug-2015	1020406285 IL&FS LIMITED/IL&FS Financial Centre/400051Mumba	-	-50,00,00,000 *MM1120-Borrowing/Final Repayment 0000000000870	1020406285 Deutsche Bank AG A/c No.0635201-00-0 (Mumbai)
27-Aug-2015	1020406285 Deutsche AG 06352	-	-30,00,00,000 Partly repaid of Loan from 50 cr thru Deutsche Bank	1020406285 Deutsche Bank AG A/c No.0635201-00-0 (Mumbai)
27-Aug-2015	1020406285 Deutsche AG 06352	50,00,00,000	- Reayment of Loan 50 cr to ILFS (Tfr from Deutsche)	1020406285 Deutsche Bank AG A/c No.0635201-00-0 (Mumbai)
28-Aug-2015	1020406247 AXIS 028010200009072	50,00,00,000	- Fund Transferred from Axis Bank to Yes Bank CC	1020406317 Yes Bank Ltd. CC A/c No - 000185700000560
28-Aug-2015	2040104050 IL&FS LIMITED/IL&FS Financial Centre/400051Mumba	-	-50,00,00,000 *MM1120-Borrowing/Final Repayment 0000000000875	1020406317 Yes Bank Ltd. CC A/c No - 000185700000560
27-Aug-2015	1010704070 Prepaid expenses	-	-273,661 BG charge BG No.106GMU711470001 of Rs.12.38 CR	1020406317 Yes Bank Ltd. CC A/c No - 000185700000560
27-Aug-2015	1020406319 Yes brk 000160100	-	-50,00,00,000 Fund Transferred from Yes Bank CC to Yes Bank CP	1020406317 Yes Bank Ltd. CC A/c No - 000185700000560
27-Aug-2015	1020406247 AXIS 028010200009072	50,00,00,000	- Fund Transferred from Axis Bank to Yes Bank CC	1020406317 Yes Bank Ltd. CC A/c No - 000185700000560
27-Aug-2015	2040104010 Yes Bank /Worli/400018 Worli-Mumbai	-	-50,00,00,000 *MM1120-Borrowing/Final Repayment 0000000000820	1020406319 Yes Bank Ltd. A/c No.000160100000033 (CP A/c ITNL)
27-Aug-2015	1020406317 Yes brk 00018570	50,00,00,000	- Fund Transferred from Yes Bank CC to Yes Bank CP	1020406319 Yes Bank Ltd. A/c No.000160100000033 (CP A/c ITNL)
27-Aug-2015	1020406307 Cash-ITNL-Durgapur	-	-50,000 Being Cash Withdraw for cash expenses for Office	1020406730 HDFC Bank Ltd. A/c No. 02342320002488 (Durgapur BAEL)

4.1.1.4 Extract of Inflow of INR 147.00 crs (55+47.50+20+24.50) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS on 30 September 2015

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
30-09-2015	RTGS/BRIDHT15273947849/PUNE SHOLAPUR ROAD DEV CO LT		30-09-2015		207000000.00	897337096.04
30-09-2015	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD		30-09-2015		550000000.00	1447337096.04
30-09-2015	RTGS/HDFCR52015093006257758/INFRASTRUCTURE LEAS//		30-09-2015		475000000.00	1922337096.04
30-09-2015	JHARKHAND		30-09-2015		661639.00	1922998735.04
30-09-2015	RTGS/PUNBR52015093010013424/NORTH KARNATAKA EXPRES		30-09-2015		21618305.00	1944617040.04
30-09-2015	RTGS/UBINH15273564298/ITNL ROAD INFRASTRUCTURE DEV		30-09-2015		281022.00	1944898062.04
30-09-2015	RTGS/BKIDH15273946008/JHARKHAND ROAD PROJECTS IMPL		30-09-2015		140000000.00	2084898062.04
30-09-2015	RTGS/BKIDH15273946579/JHARKHAND ROAD PROJECTS IMPL		30-09-2015		200000000.00	2284898062.04
30-09-2015	RTGS/UBINH15273567387/ITNL ROAD INFRASTRUCTURE DEV		30-09-2015		40914134.00	2325812196.04
30-09-2015	TO NEFT/ILFS3009/25:240068588:0		30-09-2015	1439998.00		2324372198.04
30-09-2015	TO NEFT/ILFS3009/25:240068636:0		30-09-2015	2248764.00		2322123434.04
30-09-2015	RTGS/CBINR5201509301007289/INFRASTRUCTRE LEASING		30-09-2015		200000000.00	2522123434.04
30-09-2015	RTGS/BRIDHT15273944587/J R P I C L/Ref/		30-09-2015		2803778.00	2524927212.04
30-09-2015	RTGS/UBINH15273565459/ITNL ROAD INFRASTRUCTURE DEV		30-09-2015		12975204.00	2537902416.04
30-09-2015	RTGS/BKIDH15273943010/J R P I C L/Ref/		30-09-2015		4212801.00	2542115217.04
30-09-2015	RTGS/BKIDH15273943324/J R P I C L/Ref/		30-09-2015		2785017.00	2544900234.04
30-09-2015	RTGS/BKIDH15273943853/J R P I C L/Ref/		30-09-2015		11133249.00	2556033483.04
30-09-2015	RTGS/BKIDH15273943157/J R P I C L/Ref/		30-09-2015		200000000.00	2576033483.04
30-09-2015	RTGS/K_XUTRSYNBH15273810526/INFRASTRUCTURE LEASI//		30-09-2015		245000000.00	2821033483.04
30-09-2015	BRN-NEFT-AXISF15273016821-JORABAT SHILLON-		30-09-2015	60000000.00		2761033483.04
30-09-2015	BRN-NEFT-AXISF15273016870-BARWA ADDA EXPR-		30-09-2015	50000000.00		2711033483.04

4.1.1.5 Extract of Bank Book* of ITNL for Inflow of INR 53.00 crs in Yes Bank Ltd. CC A/c No – 000185700000560 from IL&FS on 30 September 2015

DocumentNo	Ti	Pstng Date	Offst.acct	Name of offsetting ac	Pl	Debit	Credit	Text	Assignment	Account	Bank name
100034324 AB	30-Sep-2015	1020406247 AXIS 028010200009072	40	42,00,00,000	-	Fund Transferred from Axis Bank to Yes Bank CC			1020406317 Yes Bank Ltd. CC A/c No -000185700000560		
100037777 SA	30-Sep-2015	1020406247 AXIS 028010200009072	40	53,00,00,000	-	'MM1130- Borrowing /Instalment Rep 0000000000957			1230 1020406317 Yes Bank Ltd. CC A/c No -000185700000560		
100038888 SA	30-Sep-2015	2040103010 Yes Bank /Worli 1400018 Wri	50	-	30,00,00,000	'MM1130- Borrowing /Instalment Rep 000000000256			1140 1020406317 Yes Bank Ltd. CC A/c No -000185700000560		
100038889 SA	30-Sep-2015	2040103010 Yes Bank /Worli 1400018 Wri	50	-	12,50,00,000	'MM1130- Borrowing /Instalment Rep 000000000257			1140 1020406317 Yes Bank Ltd. CC A/c No -000185700000560		

4.1.1.6 Extract of Outflow of INR 100.00 crs from ITNL (Axis Bank A/c – 028010200009072) to IL&FS on 30 September 2015

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
30-09-2015	SALAR.I		30-09-2015	23303004.00		190934253.04
30-09-2015	TRF TO 02.22756		30-09-2015	1000000000.00		989343253.04
30-09-2015	INFRASTRUCTURE LEASING & FINANCIAL SERVICES		30-09-2015	54443836.00		934899417.04
01-10-2015	FCS/0271044941/26464314/MTNI		01-10-2015	1684.00		934897733.04

4.1.1.7 Extract for Inflow of INR 100.00 crs (23+23+34+20) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JSEL and PSRDCL of INR 50.00 crs each on 14 January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		
14-01-2016	RTGS/K_XUTRSYNBH16014040228/INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.	14-01-2016		230000000.00	
14-01-2016	RTGS/PUNBR52016011410002356/ROAD INFRASTRUCTURE DEVELOPMENT FUND	14-01-2016		2500000.00	
14-01-2016	RTGS/PSIBH16014772456/INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.	14-01-2016		230000000.00	
14-01-2016	BRN-RTGS-UTIBH16014032946-IL AND FS ENGINEERING & CONSTRUCTION LTD.	14-01-2016		4400000.00	
14-01-2016	BRN-RTGS-UTIBH16014033019-SHREE DUTTAKRUPA ENGINEERING & CONSTRUCTION LTD.	14-01-2016		300000.00	
14-01-2016	BRN-NEFT-AXISF16014033144-NATIONAL SECURITY FUND	14-01-2016		22087.00	
14-01-2016	RTGS/CBINR52016011410001208/INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.	14-01-2016		340000000.00	
14-01-2016	RTGS/UBINH16014463025/INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.	14-01-2016		200000000.00	
14-01-2016	BRN-RTGS-UTIBH16014035024-JORABAT SHILLON-CHOWDHURY	14-01-2016		500000000.00	
14-01-2016	BRN-RTGS-UTIBH16014035111-PUNE SHOLAPUR RAILWAY ENGINEERING & CONSTRUCTION LTD.	14-01-2016		500000000.00	

4.1.1.8 Extract of Inflow of INR 50.00 crs in JSEL (Indian Bank A/c – 915906540) and further outflow of INR 50.00 crs to IL&FS 14 January 2016

STATEMENT OF ACCOUNT from 01/01/2016 to 31/01/2016 for Account Number 915906540.							Page No.: 1
							INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code : 00007. Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR.
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051							
14/01/2016	14/01/2016	MUMBAI FORT	RTGS INW IL FS TRANSPORTA RTGS UTIBR52016011 400035024 TRANSFER FROM 98905000120			500000000.00	512943896.00 CR
14/01/2016	14/01/2016	NEW DELHI MAIN	WITHDRAWAL TRANSFER INFRASTRUCTU RE ID IDIBR520160114 12215304 TRANSFER TO 98906000129			500000057.00	12943839.00 CR

4.1.1.9 Extract of Inflow of INR 50.00 crs in PSRDCL (Bank of India A/c – 011920110000247) and further outflow of INR 50.00 crs to IL&FS 14 January 2016

Bank of India Relationship beyond banking						
Andheri Lcb Branch						
Date: 30/08/2018						
Name	:	PUNE SHOLAPUR ROAD DEVELOPMENT CO	Account No	:	011920110000247	
Address	:	PUNE SHOLAPUR ROAD DEVELOPMENT CO ILFS FINANCIAL CENTRE PLOT 22-C, G BLOCK BKC, BANDRA E MUMBAI	Customer ID	:	107428137	
			Account Type	:	Current Account	
			IFSC Code	:	BKID0000119	
		Account Statement: For the period April 01, 2013 to March 31, 2016	MICR Code	:		
2356	14-01-2016	RTGS/IL FS TRANSPORTATION NETWORKS LTD			50,00,00,000.00	53,24,40,500.33
2357	14-01-2016	RTGS/INFRASTRUCTURE LEAS			50,41,42,465.00	2,82,98,035.33

4.1.1.10 Extract of Inflow of INR 150.00 crs (94+56) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to IRIDCL of INR 100.00 crs and JSEL of INR 50.00 crs on 15 January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(VV), MUMBAI, [MH]			
15-01-2016	RTGS/YESBH16015001589/IL AND FS TRANSPORTATION NET		15-01-2016	50000000.00		59817907.41
15-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		15-01-2016	940000000.00		999817907.41
15-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		15-01-2016	560000000.00		1559817907.41
15-01-2016	BRN-RTGS-UTIBH16015070292-ITNL ROAD INFRA-		15-01-2016	1000000000.00		559817907.41
15-01-2016	BRN-RTGS-UTIBH16015070762-JORABAT SHILLON-		15-01-2016	500000000.00		59817907.41
15-01-2016	BRN-RTGS-UTIBH16015076795-JORABAT SHILLON-		15-01-2016	25000000.00		34817907.41
15-01-2016	BRN-NEFT-AXISFI16015084999-BLUEDART EXPRES-		15-01-2016	69912.00		34747995.41
15-01-2016	BRN-NEFT-AXISFI16015085222-KALYX INFOTECH -		15-01-2016	62500.00		34685495.41

4.1.1.11 Extract of Inflow of INR 100.00 crs in IRIDCL (Union Bank A/c – 495801010040697) from ITNL and outflow to IRIDCL (Union Bank A/c – 495801010040698) of INR 100.00 crs on 15 January 2016

UNION BANK OF INDIA INDUSTRIAL FINANCE BRANCH- MUM I FLOOR, UNION BANK BHAVAN, 239 VIDHAN BHAVAN MARG, NARIMAN POINT PHONE: 022-22892027/2028 TO: M/S ITNL ROAD INFRASTRUCTURE DEVELOPMENT CO LIMITED THE IL AND FS FINANCIAL CENTER PLOT C 22 G BLOCK BKC COMPLEX BANDRA EASTMUMBAI 51 MUMBAI-400051 MAHARASHTRA, INDIA		DATE: 13-08-2019
CUST ID : 209461089		
STATEMENT OF ACCOUNT FOR THE PERIOD FROM 25-09-2009 to 09-08-2019 CAGEN-A/C NO: 495801010040697 CD GENRAL (CD GENRAL) INR		
15-01-2016 RTGS:IL FS TRANSPORTATION NETWORKS LTD	1,00,00,00,000.00	1,02,14,27,360.55Cr
UTR No. UTIB601500070292		
Sender Bank: AXIS BANK LTD		
Sender Branch: BANDRA(W)(BND) / UTIB0000028		
15-01-2016 TR TO ITNL10140698	1,00,00,00,000.00	2,14,27,360.55Cr
15-01-2016 TR TO ITNL10140698	87,00,000.00	1,27,27,360.55Cr
18-01-2016 RTGS:ITNL ROAD INFRASTRUCTURE DEV CO LTD	15,23,325.00	1,42,50,685.55Cr

8. Annexures

Project Icarus

4.1.1.12 Extract of Outflow of INR 100.87 crs from IRIDCL (Union Bank A/c – 495801010040698) to IL&FS on 15 January 2016

UNION BANK OF INDIA INDUSTRIAL FINANCE BRANCH- MUM I FLOOR, UNION BANK BHAVAN, 239 VIDHAN BHAVAN MARG, NARIMAN POINT PHONE: 022-22892027/2028		DATE: 13-08-2019
TO:		
M/S ITNL ROAD INFRASTRUCTURE DEVELOPMENT CO LIMITED CURRENT THE IL AND FS FINANCIAL CENTER PLOT C 22 G BLOCK BKC COMPLEX BANDRA EASTMUMBAI 51 MUMBAI-400051 MAHARASHTRA, INDIA		CUST ID : 209461089
STATEMENT OF ACCOUNT FOR THE PERIOD FROM 26-09-2009 to 09-08-2019 CAGEN-A/C NO: 495801010040698 CD GENERAL (CD GENERAL)INR		
12-01-2016 HDFC BANK	12025077	49,372.00
BEAWAR, BEAWAR		11,61,379.20Cr
15-01-2016 TR FR ITNL10140697		1,00,00,00,000.00 1,00,11,61,379.20Cr
15-01-2016 TR FR ITNL10140697		87,00,000.00 1,00,98,61,379.20Cr
15-01-2016 NEFTO-INFRASTRUCTURE LEASING AND SAA176840431		1,00,86,79,452.00
15-01-2016 Charges for NEFT Customer Payment :SAA176840431		26.50
27-01-2016 NEFTO-MS DELOITTE HASKINS AND SE SAA178380431		1,15,425.00
		10,66,475.70Cr

4.1.1.13 Extract for Inflow of INR 50.00 crs in JSEL Union Bank A/c – 495801010040697 from ITNL and outflow to IL&FS of INR 50.00 crs on 15 January 2016

 इंडियन बैंक Indian Bank <small>Taking Banking Technology to the Common Man</small>	STATEMENT OF ACCOUNT from 01/01/2016 to 31/01/2016 for Account Number 915906540,		Page No: 1
		INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR	
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD			
15/01/2016	15/01/2016	MUMBAI FORT	96181000124 RTGS INW IL FS TRANSPORTA RTGS UTRIBR52016011 500070762 TRANSFER FROM 98905000120
15/01/2016	15/01/2016	MUMBAI FORT	RTGS INW IL FS TRANSPORTA RTGS UTRIBR52016011 500066795 TRANSFER FROM 98906000120
15/01/2016	15/01/2016	NEW DELHI MAIN	WITHDRAWAL TRANSFER INFRASTRUCTURE L IDIBR520160115 18224 TRANSFER TO 98906000129

4.1.1.14 Extract of Inflow of INR 150.00 crs (55+27+7+61) in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JRPICL of INR 150.00 crs (75+14+61) 18

January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(VV), MUMBAI, [MH]			
18-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		18-01-2016	550000000.00		679722222.41
18-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		18-01-2016	270000000.00		949722222.41
18-01-2016	TO JHARKHAND ROAD PROJECTS IMPLEMENTATION CO LTD		18-01-2016	750000000.00		199722222.41
18-01-2016	RTGS/K_XUTRKVBLLH16018839145/INFRASTRUCTURE LEAS		18-01-2016		70000000.00	269722222.41
18-01-2016	BRN-RTGS-UTIBH16018030499-JRPC LTD PATRA-		18-01-2016	15000000.00		254722222.41
18-01-2016	BRN-RTGS-UTIBH16018030868-JHARKHAND ROAD -		18-01-2016	7500000.00		247222222.41
18-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		18-01-2016		610000000.00	857222222.41
18-01-2016	RTGS/CNRBH1601866218/RAPID METRO RAIL GURG		18-01-2016		30000000.00	887222222.41
18-01-2016	TO JHARKHAND ROAD PROJECTS IMPLEMENTATION CO LTD		18-01-2016	140000000.00		747222222.41
18-01-2016	JHARKHAND ROAD PROJECTS IMPLEMENTATION CO LTD		18-01-2016	610000000.00		137222222.41
18-01-2016	BRN-NEFT-AXISFI6018039895-IL AND FS TRANS-		18-01-2016	2500000.00		134722222.41

**4.1.1.15 Extract of Inflow of INR 150.00 crs (75+14+61) in JRPICL Axis Bank A/c –
909020033205506 from ITNL and outflow to IL&FS of INR 150.00 crs
(24.5+24.5+24.5+7+7+33+24+5.5) on 18 January 2016**



JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIM
 Joint Holder :-
 443A ROAD NO-5 ASHOK NAGAR
 RANCHI
 JHARKHAND
 PIN834002

Customer No :832246062
 Scheme :CA-CEN/STATE PUB.SECT-PSU
 Currency :INR

Statement of Axis Account No :909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)

18-01-2016	18-01-2016	FRM ITNL		75000000.00	CR	750077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-RTGS-UTIBH16018031503-INFRASTRUCTURE -		245000000.00	DR	505077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-RTGS-UTIBH16018032465-IL AND FS LTD-		245000000.00	DR	260077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-RTGS-UTIBH16018032543-IL AND FS LTD-		245000000.00	DR	15077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	FRM ITNL		140000000.00	CR	155077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-RTGS-UTIBH16018037812-INFRASTRUCTURE -		70000000.00	DR	85077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-RTGS-UTIBH16018038499-IL AND FS LTD-		70000000.00	DR	15077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	IL&FS TRANSPORTATION NETWORKS LTD		61000000.00	CR	625077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-NEFT-AXISF16018039516-INFRASTRUCTURE -		33000000.00	DR	295077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-NEFT-AXISF16018039566-INFRASTRUCTURE -		24000000.00	DR	55077754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	BRN-NEFT-AXISF16018039708-IL AND FS LTD-		5500000.00	DR	77754.00	BANDRA(W), MUMBAI, [MH]
18-01-2016	18-01-2016	NEFT/BKIDN16018181163/JHARKHAND ROAD PROJECTS		500000.00	CR	577754.00	RTGS HUB

4.1.1.16 Extract for Inflow of INR 65.00 crs in ITNL (Axis Bank A/c – 028010200009072) from IL&FS and outflow to JSEL INR 60.00 crs and JRPICL INR 5.70 crs on 20 January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		
20-01-2016	FRM INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		20-01-2016		650000000.00
20-01-2016	JHARKHAND ROAD PROJECTS IMPLEMENTATION CO LTD		20-01-2016	57000000.00	
20-01-2016	BRN-RTGS-UTIBH16020087834-JORABAT SHILLON-		20-01-2016	600000000.00	
20-01-2016	BRN-NEFT-AXISFI602008967I-STUP CONSULTANT-		20-01-2016	179598.00	

4.1.1.17 Extract for Inflow of INR 60.00 crs in JSEL (Indian Bank A/c – 915906540) and further outflow of INR 60.00 crs to IL&FS on 20 January 2016

STATEMENT OF ACCOUNT from 01/01/2016 to 31/01/2016 for Account Number 915906540.								Page No: 1
INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR								
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER. PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051								
18/01/2016 18/01/2016 NEW DELHI MAIN WITHDRAWAL TRANSFER A land B Houseke IDIBH160183874 62 EN TRANSFER TO 89634000077								9422.00 12099574.00 CR
20/01/2016 20/01/2016 MUMBAI FORT RTGS INW IL FS TRANSPORTA RTGS UTIBR52016012 000087834 TRANSFER FROM 98905000120								600000000.00 612099574.00 CR
20/01/2016 20/01/2016 NEW DELHI MAIN WITHDRAWAL TRANSFER INFRASTRUCTURE L IDIBR520160120 12234524 TRANSFER TO 98906000129								600000057.00 12099517.00 CR

4.1.1.18 Extract of Inflow of INR 5.70 crs in JRPICL (Axis Bank A/c – 909020033205506) and further outflow of INR 5.70 crs to IL&FS

<u>JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LTD</u>							
Joint Holder :-							
443A ROAD NO-5 ASHOK NAGAR							
RANCHI							
JHARKHAND							
PIN834002							
Statement of Axis Account No :909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)							
18-01-2016	18-01-2016	NEFT/BKIDN16018181163/JHARKHAND ROAD PROJECTS		500000.00	CR	577754.00	RTGS HUB
20-01-2016	20-01-2016	IL&FS TRANSPORTATION NETWORKS LTD		57000000.00	CR	57577754.00	BANDRA(W), MUMBAI, [MH]
20-01-2016	20-01-2016	BRN-RTGS-UTIBH16020089982-INFRASTRUCTURE -		57000000.00	DR	577754.00	BANDRA(W), MUMBAI, [MH]
21-01-2016	21-01-2016	BRN-CLG-CHQ PAID TO IDBI BANK	301877	4809.00	DR	572945.00	CCGOI HYDERABAD HYD TG

4.1.1.19 Extract of Inflow of INR 100.00 crs in PSRDCL (Bank of India A/c – 011920110000247) from IL&FS and further outflow of INR 100.00 crs to ITNL on 21 January 2016

		 Relationship beyond banking		Andheri Lcb Branch		Date: 30/08/2018	
						Name	Address
		:	PUNE SHOLAPUR ROAD DEVELOPMENT CO			Account No	: 011920110000247
		:	PUNE SHOLAPUR ROAD DEVELOPMENT CO			Customer ID	: 107428137
			ILFS FINANCIAL CENTRE PLOT 22-C, G BLOCK BKC, BANDRA E			Account Type	: Current Account
			MUMBAI			IFSC Code	: BKID0000119
		Account Statement: For the period April 01, 2013 to March 31, 2016					
21-01-2016	RTGS/INFRASTRUCTURE LEASING AND FINANCIA						1,00,00,00,000.00
21-01-2016	RTGS/IL AND FS TRANSPORTA						1,00,00,00,000.00

4.1.1.20 Extract of Inflow of INR 100.00 crs in ITNL (Axis Bank – 028010200009072) from PSRDCL and further outflow to BAEL of INR 100 crs (INR 50 crs from Axis Bank, INR 22 crs from Deutsche Bank and INR 28 crs from Yes Bank) on 21 January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016							
Scheme	CAC50	Joint Holder Name	-				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED				
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED				
MICR Code	400211007	A/C Open Date	22/01/2004				
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]				
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE	
21-01-2016	RTGS/DEUTR92016012100000157/IL&FS TRANSPORTATION		21-01-2016		5000000.00	522106996.41	
21-01-2016	BRN-RTGS-UTIBH16021026682-BARWA ADDA EXPR-		21-01-2016	500000000.00		22106996.41	
21-01-2016	RTGS/BKIDH1602153423/PUNE SHOLAPUR ROAD DE/Re		21-01-2016		1000000000.00	1022106996.41	
21-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		21-01-2016		250000000.00	1272106996.41	
21-01-2016	RTGS/YESBH16021003359/IL AND FS TRANSPORTATION NET		21-01-2016		70000000.00	1342106996.41	
21-01-2016	BRN-RTGS-UTIBH16021032860-BARWA ADDA EXPR-		21-01-2016	270000000.00		1072106996.41	
21-01-2016	JATIN SINGH SOLANKI		21-01-2016	60358.00		1072046638.41	

Document	Ty	Pstng Dat	Offst.acct	Name of offsetting account	Doc/ Date	P	Debit	Credit	Text	Bank name
100057150	SA	21-Jan-2016	1.011E+09	Barwa Adda Expressway Ltd.	26-02-2016	50	-	-50,00,00,000	*MM1100- Investment / Increase 000000 Axis Bank Ltd. A/c No - 028010200009072	
100057151	SA	21-Jan-2016	1.011E+09	Barwa Adda Expressway Ltd.	26-02-2016	50	-	-27,00,00,000	*MM1100- Investment / Increase 000000 Axis Bank Ltd. A/c No - 028010200009072	
100057148	SA	21-Jan-2016	1.011E+09	Barwa Adda Expressway Ltd.	26-02-2016	50	-	-22,00,00,000	*MM1100- Investment / Increase 000000 Deutsche Bank AG A/c No.0635201-00-0 (Mumb)	
100057149	SA	21-Jan-2016	1.011E+09	Barwa Adda Expressway Ltd.	26-02-2016	50	-	-28,00,00,000	*MM1100- Investment / Increase 000000 Yes Bank Ltd. CC A/c No - 000185700000560	

- 4.1.1.21 Extract of inflow of INR 100 crs (22+50+28) to BAEL (Indusind Bank Account 200999522303) from ITNL on 21 Jan 2016
- 4.1.1.22 Extract of inflow of INR 27 crs to BAEL (Indusind Bank Account 200999522303) from ITNL on 21 Jan 2016
- 4.1.1.23 Extract of further outflow of INR 126.05 crs (24.25+77.55+24.25) to IL&FS on 21 January 2016

Account Statement						
CustomerName	MS BARWA ADDA EXPRESSWAY LTD		Account No :200999522303			IndusInd Bank
FromDate	01-Dec-15		ToDate	16-Feb-16		
'000043366668	21 Jan 2016	'21-JAN-16 13:24:35	Credit	RTGS/DEUTR92016012100000166/ILampFS TRANSPORTATI/0635201000//000043366668 /		220000000.00
'000043369294	21 Jan 2016	'21-JAN-16 13:24:52	Credit	RTGS/UTIBRS2016012100026682/IL FS TRANSPORTATION N/028010200009072//000043369294 /		500000000.00
'000043374516	21 Jan 2016	'21-JAN-16 14:36:45	Credit	RTGS/UTIBRS2016012100032860/IL FS TRANSPORTATION N/028010200009072//000043374516 /		270000000.00
'000043376401	21 Jan 2016	'21-JAN-16 15:10:56	Credit	RTGS/YESBR52016012100002123/IL AND FS TRANSPORTATI/000185700000560//000043376 401 /		280000000.00
'000043395089	21 Jan 2016	'21-JAN-16 17:25:24	Debit	NEFT/000043395089/INFRASTRUCTURE LEASING FIN/	242500000.00	
'000043394521	21 Jan 2016	'21-JAN-16 17:27:31	Debit	NEFT/000043394521/INFRASTRUCTURE LEASING FIN/	775479452.00	
'000043394131	21 Jan 2016	'21-JAN-16 17:30:06	Debit	NEFT/000043394131/INFRASTRUCTURE LEASING FIN/	242500000.00	

- 4.1.1.24 Extract of Inflow of INR 10.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 10.00 crs to KSEL on 22 January 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50		Joint Holder Name	-		
LIEN AMOUNT	0		Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028		Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007		A/C Open Date	22/01/2004		
CRN	INR		Branch Name	BANDRA(W), MUMBAI, [MH]		
TRAN DATE	Narration		CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)
						BALANCE
22-01-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.			22-01-2016	100000000.00	1055531295.41
22-01-2016	RTGS/TB/UTIBRS2016012200660738/A P S R T C EMPLOYE			22-01-2016	5217534.00	1050313761.41
22-01-2016	BRN-RTGS-UTIBH16022060226-STUP CONSULTANT-			22-01-2016	696117.00	1044525699.41
22-01-2016	BRN-RTGS-UTIBH16022060480-KHED SINNAR EXP-			22-01-2016	1000000000.00	44525699.41
22-01-2016	IL & FS CLUSTER			22-01-2016	1700000000.00	1744525699.41

4.1.1.25 Extract inflow of INR 100.00 crs in MBEL (Bank of Baroda – 29100200000129) from IL&FS and further outflow of INR 100.00 crs to ITNL on 22 January 2016

 बैंक ऑफ बड़ोदा Bank of Baroda India's International Bank		 BARODA CONNECT Corporate eBanking	
Account Statement			
Account Name		MORADABAD BAREILLY EXPRESSWAY LTD ESCROW AC	
Account Number		29100200000129	
Currency Code		INR	
Branch Name		CFS BALLARD ESTATE	
From 01/10/15 to 31/03/16			
22/01/16	RTGS-UTIBR52016012200058083-INFRASTRUCTURE	-	1,000,000,000.00
22/01/16	RTGS-BARBR52016012200836639-IL AND FS	1,000,000,000.00	-

4.1.1.26 Extract of Inflow of INR 111.15 (100+11.15) crs in KSEL (Yes Bank Account – 000180200004550) from ITNL and further outflow of INR 110 crs (24.75+24.75+5.75+22.75+7.25+24.75) to IL&FS on 22 January 2016

STATEMENT OF ACCOUNT		Branch: NEHRU CENTRE , MUMBAI	A/C Type : CURRENT ACCOUNT - ESCROW	OD Limit : 0.00	Unclear Amt : 0.00	Sweepin : N	Email Id :	
M/S. KHED SINNER EXPRESSWAY LTD ESCROW AC	THE IL AND FS FINANCIAL CENTRE							
M/S. KHED SINNER EXPRESSWAY LTD ESCROW AC	THE IL AND FS FINANCIAL CENTRE							
PLOT NO C-22, BANDRA KURLA COMPLEX								
BANDRA EAST								
MUMBAI	400051							
MAHARASHTRA	INDIA							
Period From	01/02/2014	To	31/03/2016	A/c Number : 000180200004550	Cust ID : 1692993	Jt Holder 1 :	Jt Holder 2 :	Page Number : 1
22/01/16	22/01/16	RTGS-UTIBR52016012200060480-00018020		1000000000.00				
0004550-IL FS TRANSPORTATION								
22/01/16	22/01/16	RTGS-UTIBR52016012200063744-00018020		111500000.00				
0004550-IL FS TRANSPORTATION								
22/01/16	22/01/16	RTGS-YESBR52016012200004236-RTGS		261250.00				
KHED-LFC LTD								
22/01/16	22/01/16	RTGS-YESBR52016012200007050-KHEDRTGS		247500000.00				
4-INFRASTRUCTURE								
22/01/16	22/01/16	RTGS-YESBR52016012200007081-KHEDRTGS		247500000.00				
5-INFRASTRUCTURE								
22/01/16	22/01/16	RTGS-YESBR52016012200007072-RTGS		57500000.00				
KHED2-INFRASTRUCTURE								
22/01/16	22/01/16	RTGS-YESBR52016012200007093-KHEDRTGS		227500000.00				
6-INFRASTRUCTURE								
22/01/16	22/01/16	NEFT P16012234834966 INFRASTRUCTURE		72500000.00				
LEASING AND PUNJAB NATIONAL BANK								
22/01/16	22/01/16	NEFT P16012234837581 INFRASTRUCTURE		247500000.00				
LEASING AND PUNJAB AND SIND BANK								

4.1.1.27 Extract of Inflow of INR 200 crs in JSEL (Indian Bank A/c – 915906540) from IL&FS and outflow to ITNL of INR 200 crs on 29 March 2016

TU 69034000077					
29/03/2016	29/03/2016	BY VOUCHER TFR		1000000000	1004733034.00Cr
MUMBAI F	ORT	INFRASTRUCTURE L RTGS - UTIBR520160329000197			
		FRM 98905000120			
29/03/2016	29/03/2016	WDL TFR		1000000057	4732977.00Cr
		IL AND FS TRANS IDIBR52016032912538471			
		TO 98906000129			
29/03/2016	29/03/2016	WDL TFR		1	4732976.00Cr
		TARIFF CHARGES IDIBR52016032912538471			
		TO 96181000124			
29/03/2016	29/03/2016	BY VOUCHER TFR		1000000000	1004732976.00Cr
MUMBAI F	ORT	INFRASTRUCTURE L RTGS - UTIBR520160329000319			
		FRM 98905000120			
29/03/2016	29/03/2016	WDL TFR		1000000057	4732919.00Cr
		IL AND FS TRANS IDIBR52016032912540861			

4.1.1.28 Extract for Inflow of INR 200.00 crs in ITNL (Axis Bank A/c – 028010200009072) from JSEL and further outflow to IL&FS of INR 200.00 crs on 29 March 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
29-03-2016	BRN-RTGS-UTIBH16089017087-N M RAJJI AND C-		29-03-2016	368384.00		255627776.49
29-03-2016	RTGS/IDIBR52016032912538471/ESCROW AC JORABAT SHIL		29-03-2016	1000000000.00		1255627776.49
22.102:8081/ConsolidatedStatements/consolidatedStatement/reportLoadMainPage.jsp#						
10.0.22.102:8081/ConsolidatedStatements/consolidatedStatement/reportLoadMainPage.jsp#						
29-03-2016	INFRASTRUCTURE LEASING & FINANCIAL SERVICES LTD		29-03-2016	1000000000.00		255627776.49
29-03-2016	ROHTAS BIO ENERGY LIMITED		29-03-2016	6000000.00		315627776.49

4.1.1.29 Extract for an inflow of INR 200.00 crs in ITNL (Axis Bank A/c – 028010200009072) from JSEL and further outflow to IL&FS of INR 200.00 crs on 29 March 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
29-03-2016	NEFT//DIBH16089241186//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	327800020.49
29-03-2016	NEFT//MAHBHT16089543458//DEPOSIT SECTION CDR OFFICE		29-03-2016		62219054.00	390019074.49
29-03-2016	NEFT//DIBH16089241174//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	490019074.49
29-03-2016	NEFT//DIBH16089241203//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	590019074.49
29-03-2016	NEFT//DIBH16089241246//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	690019074.49
29-03-2016	NEFT//DIBH16089241220//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	790019074.49
29-03-2016	ANAND MEHTA		29-03-2016		208000.00	790227074.49
29-03-2016	NEFT//DIBH16089241209//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	890227074.49
29-03-2016	NEFT//DIBH16089241274//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	990227074.49
29-03-2016	NEFT//DIBH16089241243//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	1090227074.49
29-03-2016	NEFT//DIBH16089241367//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	1190227074.49
29-03-2016	INFRASTRUCTURE LEASING % FINANCIAL SERVICES		29-03-2016	1000000000.00		190227074.49
29-03-2016	NEFT//DIBH16089241251//ORABAT SHILLONG EXPRESS//AT		29-03-2016		100000000.00	290227074.49

4.1.1.30 Extract for Inflow of INR 50.00 crs (22+28) in IRIDCL (Union Bank of India-Escrow-495801010040697) from IL&FS and further outflow of INR 50.00 crs to ITNL on 30 March

2016

<p style="text-align: center;">UNION BANK OF INDIA INDUSTRIAL FINANCE BRANCH- MUM I FLOOR, UNION BANK BHAVAN, 239 VIDHAN BHAVAN MARG, NARIMAN POINT PHONE: 022-22892027/2028</p> <p>TO:</p> <p>M/S ITNL ROAD INFRASTRUCTURE DEVELOPMENT CO LIMITED THE IL AND FS FINANCIAL CENTER PLOT C 22 G BLOCK BKC COMPLEX BANDRA EASTMUMBAI 51 MUMBAI-400051 MAHARASHTRA, INDIA</p> <p>CUST ID : 209461089</p>			
DATE: 13-08-2019			
29-03-2016 TR TO ITNL 10140698	3,50,000.00	2,51,44,061.65Cr	
STATEMENT OF ACCOUNT FOR THE PERIOD FROM 25-09-2009 to 09-08-2019 CAGEN-A/C NO: 495801010040697 CD GENRAL (CD GENRAL)INR			
30-03-2016 RTGS:INFRASTRUCTURE LEASI	22,00,00,000.00	24,51,44,061.65Cr	
UTR No. HDFC609008710793			
Sender Bank: HDFC BANK LTD			
Sender Branch: MUMBAI-CST / HDFC0000001			
30-03-2016 RTGS:ITNL ROAD INFRASTRUCTURE DEV CO LTD	27,99,965.50	24,79,44,027.15Cr	
UTR No. HDFC609076343901			
Sender Bank: HDFC BANK LTD			
Sender Branch: BEAWAR / HDFC0001054			
30-03-2016 RTGS:IL AND FS LTD	28,00,00,000.00	52,79,44,027.15Cr	
UTR No. YESB609000003581			
Sender Bank: YES BANK			
Sender Branch: WORLI WEST / YESB0000001			
30-03-2016 TR TO ITNL AC 10140698	50,00,00,000.00	2,79,44,027.15Cr	

4.1.1.31 Extract for Inflow of INR 50.00 crs in ITNL (Axis Bank – 028010200009072) from IRIDCL and further outflow of INR 50.00 crs to IL&FS on 30 March 2016

STATEMENT FOR A/C : 028010200009072 BETVWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
30-03-2016	RTGS/UBINH16090320578/ITNL ROAD INFRASTRUCTURE DEV	30-03-2016	500000000.00	1883348375.49		
30-03-2016	RTGS/ALLA201603305002775388/ROAD INFRASTRUCTURE DE	30-03-2016	5766357.00	1889114732.49		
30-03-2016	RTGS/ALLA201603305002775857/RPICL ADITYAPUR KANDR	30-03-2016	2994377.00	1892109109.49		
30-03-2016	INFRASTRUCTURE LEASING & FINANCIAL SERVICES LIMITE	30-03-2016	500000000.00	1392109109.49		
30-03-2016	TRANSFER/TB/25-314118681-I/WEST GUJARAT EXPRESSWAY	30-03-2016	17337266.00	1409446375.49		
30-03-2016	RTGS/DEUTR92016033001000189/NORTH KARNATAKA	30-03-2016	10570845.00	1420017220.49		

4.1.1.32 Extract of inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 150.00 crs to IL&FS Cluster Development Initiative Ltd on 22 June 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		
22-06-2016	RTGS/UTBIH16174609318/L AND FS TRANSPORTATION NET		22-06-2016		100000000.00
22-06-2016	FRM INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		22-06-2016		1000000000.00
22-06-2016	FRM INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		22-06-2016		500000000.00
22-06-2016	INB/IFT/IL&FS TRANSPORTATION/		22-06-2016		125000.00
22-06-2016	INB/IFT/IL&FS TRANSPORTATION/		22-06-2016		5000000.00
22-06-2016	TO IL&FS CLUSTER DEVELOPMENT INITIATIVE LTD		22-06-2016		930000000.00
22-06-2016	IL&FS CLUSTER DEVELOPMENT INITIATIVE LTD		22-06-2016		570000000.00

4.1.1.33 Extract of inflow of INR 93.00 crs in JSEL (Indian Bank – 915906540) from IL&FS Cluster Development Initiative Ltd and further outflow of INR 93.00 crs to ITNL on 22 June 2016

STATEMENT OF ACCOUNT					
INDIAN BANK NEW DELHI MAIN G 41 Connaught Place New Delhi Branch Code: 7 Phone No: 23712161 62					
Account No : 915906540 Name : ESCROW A/C JORABAT SHILLONG EXPRESSWAY L Product : CA-GEN-PUB-METRO-INR THE IL AND FS FINANCIAL CENTER.. PLOT NO C 22 G BLOCK.. BANDRA KURLA COMPLEX BANDRA EAST.. MUMBAI 400 051					
22/06/2016 22/06/2016 BY VOUCHER TFR 930000000 947285127.00Cr					
MUMBAI F ORT IL FS CLUSTER DE RTGS - UTIBR520160622000064					
FRM 98905000120					
22/06/2016 22/06/2016 WDL TFR 930000058 17285069.00Cr					
IL AND FS TRANSP IDIBR52016062212909857					
TO 98906000129					

4.1.1.34 Extract of inflow of INR 57.17 crs in EHEL (Oriental Bank of Commerce – 04071131000319) from IL&FS Cluster Development Initiative Ltd and further outflow of INR 57.00 crs to ITNL on 22 June 2016

 ORIENTAL BANK OF COMMERCE <small>(A Government of India Undertaking)</small> <i>Where every individual is connected</i>								
Account Statement for Account Number 04071131000319								
							Acc. Statement Date:	18/07/2017 10:44 AM
Branch Details							Customer Details	
Branch Name :NEW DELHI-E BLOCK CONNAUGHT PLACE							Customer Name :EAST HYDERABAD EXPRESSWAY LIMITED	
Bank Address : ORIENTAL BANK OF COMMERCE							Customer Address :THE IL&FS FINANCIAL CENTRE, PLOT C-22, 'G' BLOCK, BANDRA - KURLA COMPLEX, BANDRA (E)	
E BLOCK, HARSHA BHAVAN							City :MUMBAI Pin :400051 Nominee : Customer ID :21994733	
CONNAUGHT PLACE								
City :NEW DELHI Pin :110001								
IFSC Code:ORBCC0100007								
437	22/06/2016	22/06/2016		RTGS- OW/ORBCH16174097750/IL AND FS TRANSPORTATION	7,17,51,792.00		61,52,993.96	
438	22/06/2016	22/06/2016		Chrgs for RTGS Cust Pymnt:ORBCH16174097508	57.00		7,79,04,785.96	
439	22/06/2016	22/06/2016		RTGS- OW/ORBCH16174097508/IL AND FS TRANSPORTATION	50,00,00,000.00		7,79,04,842.96	
440	22/06/2016	22/06/2016		RTGSIL FS CLUSTER DEVELOPMENT	57,00,00,000.00	57,79,04,842.9 6	RTGSUTIBH1617 4010337	

4.1.1.35 Extract of Inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from JSEL of INR 93.00 crs and EHEL of INR 57.17 crs and further outflow of INR 150 crs to IL&FS on 22 June 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
22-06-2016	RTGS/IDIBR52016062212909857/ JORABAT SHILLONG EXPR		22-06-2016		930000000.00	1027114784.37
22-06-2016	RTGS/ORBCHI16174097508/EAST HYDERABAD EXPRESSWAY LI		22-06-2016		500000000.00	1527114784.37
22-06-2016	RTGS/ORBCHI16174097750/EAST HYDERABAD EXPRESSWAY LI		22-06-2016		71751792.00	1598866576.37
22-06-2016	BRN-RTGS-UTIBHI16174020690-INFRASTRUCTURE -		22-06-2016	930000000.00		668866576.37
22-06-2016	BRN-RTGS-UTIBHI16174020845-IL AND FS ENGINEER-		22-06-2016	300000000.00		638866576.37
22-06-2016	BRN-RTGS-UTIBHI16174021012-INFRASTRUCTURE -		22-06-2016	570000000.00		68866576.37
22-06-2016	BRN-NEFT-AXISF16174021093-TAJ LANDS END-		22-06-2016	71833.00		68794743.37

4.1.1.36 Extract of Inflow of INR 150.00 crs (95+55) in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 150.00 crs (95+55) to Rapid Metro Rail Ltd on 23 June 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
23-06-2016	RTGS/CNRBH16175675485/DYNAMIC FACILITY MAN		23-06-2016		200000.00	65726219.37
23-06-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		23-06-2016		950000000.00	1015726219.37
23-06-2016	RTGS/CNRBH16175675534/RAPID METRO RAIL GURG		23-06-2016		17100000.00	1186826219.37
23-06-2016	BRN-RTGS-UTIBHI16175034003-RAPID METRO RAIL-		23-06-2016	950000000.00		236826219.37
23-06-2016	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		23-06-2016		550000000.00	786826219.37
23-06-2016	RTGS/CORPHI16175001286/RAPID METRO RAIL GURGAON SOUT		23-06-2016		3900000.00	790726219.37
23-06-2016	BRN-RTGS-UTIBHI16175035069-RAPID METRO RAIL-		23-06-2016	550000000.00		240726219.37
23-06-2016	SALARY ADVANCE		23-06-2016	50000.00		240676219.37

4.1.1.37 Extract of inflow of INR 150.00 crs in IRIDCL (Union Bank A/c – 495801010040697) from Rapid Metro Rail Ltd and outflow to ITNL (Union Bank A/c – 495801010040698) of INR 150.00 crs on 23 June 2016

UNION BANK OF INDIA INDUSTRIAL FINANCE BRANCH- MUM I FLOOR, UNION BANK BHAVAN, 239 VIDHAN BHAVAN MARG, NARIMAN POINT PHONE: 022-22892027/2028	
TO:	DATE: 13-08-2019
M/S ITNL ROAD INFRASTRUCTURE DEVELOPMENT CO LIMITED THE IL AND FS FINANCIAL CENTER PLOT C 22 G BLOCK BKC COMPLEX BANDRA EASTMUMBAI 51 MUMBAI-400051 MAHARASHTRA,INDIA	CUST ID : 209461089
STATEMENT OF ACCOUNT FOR THE PERIOD FROM 25-09-2009 to 09-08-2019 CAGEN-A/C NO: 495801010040697 CD GENERAL (CD GENERAL)INR	
23-06-2016 RTGS:RAPID METRORAIL GURGAON SOUTH LIMIT	55,00,00,000.00 1 56,84,48,839.09Cr
UTR No. YESB617500003709	
Sender Bank: YES BANK	
Sender Branch: WORLI WEST / YESB0000001	
23-06-2016 RTGS:RAPID METRORAIL GURGAON SOUTH LIMIT	95,00,00,000.00 1,51,84,48,839.09Cr
UTR No. YESB617500003548	
Sender Bank: YES BANK	
Sender Branch: WORLI WEST / YESB0000001	
23-06-2016 TR TO ITNL 10140698	50,00,00,000.00 1,01,84,48,839.09Cr
23-06-2016 TR TO ITNL 10140698	1,00,00,00,000.00 1,84,48,839.09Cr

4.1.1.38 Extract of inflow of INR 150.00 crs in IRIDCL (Union Bank A/c – 495801010040698) from RMGSL and outflow to ITNL of INR 150.00 crs on 23 June 2016

UNION BANK OF INDIA INDUSTRIAL FINANCE BRANCH- MUM I FLOOR, UNION BANK BHAVAN, 239 VIDHAN BHAVAN MARG, NARIMAN POINT PHONE: 022-22892027/2028	
TO:	DATE: 13-08-2019
M/S ITNL ROAD INFRASTRUCTURE DEVELOPMENT CO LIMITED CURRENT	
THE IL AND FS FINANCIAL CENTER PLOT C 22	
G BLOCK BKC COMPLEX BANDRA EASTMUMBAI 51	
MUMBAI-400051	
MAHARASHTRA,INDIA	CUST ID : 209461089
STATEMENT OF ACCOUNT FOR THE PERIOD FROM 26-09-2009 to 09-08-2019 CAGEN-A/C NO: 495801010040698 CD GENRAL (CD GENRAL)INR	
23-06-2016 TR FR ITNL 10140697	1,00,00,00,000.00 1,00,06,50,672.70Cr
23-06-2016 TR FR ITNL 10140697	50,00,00,000.00 1,50,06,50,672.70Cr
23-06-2016 RTGS0-MS IL AND FS TRANSPORTATIO UBINH16175108097	1,50,00,00,000.00 6,50,672.70Cr
23-06-2016 Chrgs for RTGS Cust Pymnt:UBINH16175108097	63.00 6,50,609.70Cr

4.1.1.39 Extract for Inflow of INR 150.00 crs in ITNL (Axis Bank – 028010200009072) from IRDCL and further outflow of INR 150.00 crs (100+50) to IL&FS on 23 June 2016

STATEMENT FOR A/C: 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
23-06-2016	RTGS/UBINH16175108097/ITNL ROAD INFRASTRUCTURE DEV	23-06-2016		1500000000.00		1564101219.37
23-06-2016	IL AND FS LTD	23-06-2016	1000000000.00			564101219.37
23-06-2016	TO IL AND FS LTD	23-06-2016	500000000.00			64101219.37
23-06-2016	RTGS/CNRBH16175680646/RAPID METRORAIL GURG	23-06-2016	5000000.00			69101219.37

4.1.1.40 Extract of inflow of INR 80.00 crs (76.50+3.50) in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 82.89 crs (82.61+0.28) to Livia India Limited on 22 September 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		

22-09-2016	FRM INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		22-09-2016		765000000.00
22-09-2016	FRM INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		22-09-2016		35000000.00
22-09-2016	TO LIVIA INDIA LIMITED		22-09-2016	826196164.00	
22-09-2016	TO LIVIA INDIA LIMITED		22-09-2016	2791347.00	

4.1.1.41 Extract of INR 80.00 crs in JSEL(Indian Bank (Escrow) – 915906540) from Livia India Limited on 22 September 2016

STATEMENT OF ACCOUNT					
INDIAN BANK					
NEW DELHI MAIN					
G 41 Connaught Place					
New Delhi					
Branch Code: 7					
Phone No: 23712161 62					
Account No : 915906540					
Name : ESCROW A/C JORABAT SHILLONG EXPRESSWAY L					
Product : CA-GEN-PUB-METRO-INR					
THE IL AND FS FINANCIAL CENTER..					
PLOT NO C 22 G BLOCK..					
BANDRA KURLA COMPLEX BANDRA EAST..					
MUMBAI 400 051					
22/09/2016	22/09/2016	BY VOUCHER TFR			800000000
		LIVIA INDIA LIMI RTGS -			
MUMBALF	ORT	UTIBR520160922000006			

4.1.1.42 Extract of inflow of INR 80.21 crs in ITNL (Axis Bank – 028010200009072) from JSEL (15 credit entries of 5 crs + 1.24 + 3.96) and further outflow of INR 80.00 crs to IL&FS on 22 September 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		
22-09-2016	RTGS/DIBR52016092213294053/ESCROW AC JORABAT SHIL	22-09-2016			12433577.00
22-09-2016	RTGS/DIBR52016092213293564/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293518/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293543/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293553/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293551/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293536/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293501/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293504/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293526/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293557/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293513/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293560/ESCROW AC JORABAT SHIL	22-09-2016			39679397.00
22-09-2016	RTGS/DIBR52016092213293547/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293529/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293538/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	RTGS/DIBR52016092213293578/ESCROW AC JORABAT SHIL	22-09-2016			50000000.00
22-09-2016	ILFS	22-09-2016		800000000.00	

4.1.1.43 Extract of inflow of INR 42.00 crs on 21 July 2017 and INR 41.00 crs on 24 July 2017 in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 75.00 crs (50+24+1) on 24 July 2017 to IL&FS

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
21-07-2017	RTGS/BKIDHI7202750647/PUNE SHOLAPUR ROAD DEVELOPER		21-07-2017		40000000.00	74078662.36
21-07-2017	BRN-RTGS-UTIBH17202004427-63 MOONS TECHNO- INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		21-07-2017	58515068.00		15563594.36
21-07-2017	NEFT/AXISCN0012568284/0100004725/0002017/Yes Bank		21-07-2017	15000000.00		420563594.36
24-07-2017	RTGS/UTIBR52017072400327560/010000474810002017/Housing Develop.		24-07-2017	3528767.00		299744409.66
24-07-2017	BRN-RTGS-UTIBH17205015753-HOUSING DEVELOP- INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		24-07-2017	250000000.00		49744409.66
24-07-2017	BRN-RTGS-UTIBH17205016198-HOUSING DEVELOP-		24-07-2017	250000000.00		209744409.66
24-07-2017	NEFT/TB/AXTB172057359777/Shilaben Jayantbhai Choks		24-07-2017	57027.00		209687382.66
24-07-2017	DD ISSUE	235066	24-07-2017	969464.00		831036958.66
24-07-2017	BRN-RTGS-UTIBH17205021757-IL AND FS LTD-		24-07-2017	500000000.00		331036958.66
24-07-2017	BRN-RTGS-UTIBH17205021800-IL AND FS LTD-		24-07-2017	240000000.00		91036958.66
24-07-2017	BRN-RTGS-UTIBH17205021838-IL AND FS LTD-		24-07-2017	10000000.00		81036958.66
24-07-2017	Core banking/CB0002391207/250000261610002017/CHAT		24-07-2017	750000.00		80286958.66
24-07-2017	Core banking/CB0002387769/120000275410002017/IL F		24-07-2017	10300000.00		69986958.66

4.1.1.44 Extract of INR 50.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 50.00 crs to IL&FS on 24 January 2018

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2017 AND 31-03-2018						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
24-01-2018	RTGS/BKIDH18024971296//A/C.028010200009072		24-01-2018		500000000.00	5028750864.40
24-01-2018	BRN-NEFT-AXISFI18024067407-INFRASTRUCTURE -		24-01-2018	500000000.00		4528750864.40
24-01-2018	NEFT/AXISCN0016794852/I20000923610002017/VARUN WO		24-01-2018	108734.00		4528642130.40
24-01-2018	NEFT/AXISCN0016794851/I20000922410002017/Ravi Nas		24-01-2018	1273.00		4528640857.40
24-01-2018	NEFT/AXISCN0016794853/I20000924110002017/Autobahn		24-01-2018	84040.00		4528556817.40

4.1.1.45 Extract of Inflow of INR 350.00 crs in ITNL (Axis Bank – 028010200009072) from IL&FS and further outflow of INR 30.00 crs to IL&FS from ITNL on 31 January 2018

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2017 AND 31-03-2018						
Scheme	CAC50	Joint Holder Name				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
31-01-2018	NEFT/TB/AXTB180315419878/MITA RAMESH SANGHAVI		31-01-2018	10192.00		196106720.40
31-01-2018	INFRASTRUCTURE LEASING AND FIN		31-01-2018		1500000000.00	1696106720.40
31-01-2018	BRN-CLG-CHQ PAID TO SUPREME HIGH SPACES LLP	497695	31-01-2018	5000000.00		1691106720.40
31-01-2018	BRN-NEFT-AXISFI18031098646-ABHISHEK TAGOTR-		31-01-2018	24130.00		1691082590.40
31-01-2018	BRN-RTGS-UTIBH18031098665-DILIP LALCHAND -		31-01-2018	761386.00		1690321204.40
31-01-2018	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		31-01-2018		500000000.00	2190321204.40
31-01-2018	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		31-01-2018		500000000.00	2690321204.40
31-01-2018	SALARY FOR JANUARY 2018		31-01-2018	29710823.00		2160610381.40
31-01-2018	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD.		31-01-2018		500000000.00	2660610381.40
31-01-2018	DD ISSUE	497692	31-01-2018	10192.00		2660600189.40
31-01-2018	RTGS/UTIBR52018013100333723/250001313310002017/EA		31-01-2018	10000000.00		2650600189.40
31-01-2018	RTGS/UTIBR52018013100333793/250001313810002017/CH		31-01-2018	345000000.00		1685500189.40
31-01-2018	RTGS/HDFCR52018013163865957/INFRASTRUCTURE LEASING		31-01-2018		500000000.00	2185500189.40
31-01-2018	Fees for january 2018		31-01-2018	4569633.51		2180930555.89
31-01-2018	NEFT/TB/AXTB180315506841/Gaurav Bishwas		31-01-2018	22500.00		2180908055.89
31-01-2018	NEFT/AXISCN0016987503/010001116010002017/Yes Bank		31-01-2018	56437528.00		813532930.36
31-01-2018	BRN-NEFT-AXISFI18031005064-INFRASTRUCTURE -		31-01-2018	300000000.00		513532930.36
31-01-2018	Core banking/CB0003247087/12000943910002017/Saba		31-01-2018	204869.00		513328061.36

4.1.1.46 Extract of Inflow of INR 517.00 crs in ITNL (Indusind Bank A/c – 201002472745) from IL&FS and further outflow of INR 517.00 crs (200+200+117) to SSTL on 06 August 2018

IndusInd Bank			Statement Of Account		
IL AND FS TRANSPORTATION NETWORKS LTD -1			Period	: 01-04-2013 to 30-09-2018	
			Cust. Refn.No	: 10087016	
IL AND FS FINANCIAL CENTRE PLOT 8TH FLOOR PLOT G BLOCK BANDRA KURLA COMPLEX NARAYANA BUILDING MUMBAI - 400051 MAHARASHTRA, INDIA			Account Number	: 201002472745	
			Currency	: INR	
			IFSC Code	: INDIB0000001	
			MICR CODE	: 4002340002	
			Nomination Registered	: N	
			Product Description	: CURRENT ACCOUNT-CORPORATE CURRENT ACCOUNT	
06-AUG-18	TWDS DISBURSEMENT REQ			5170000000.00 Cr	
06-AUG-18	NEFT000143870705SRINAGAR SONAMARG TUNNELWAY 000705040784 INDBN06084382832CICI BANK LT	839571	2000000000.00 Dr		
06-AUG-18	NEFT000143872905SRINAGAR SONAMARG TUNNELWAY 000705040784 INDBN06084384407CICI BANK LT	839572	2000000000.00 Dr		
06-AUG-18	NEFT000143869064SRINAGAR SONAMARG TUNNELWAY 000705040784 INDBN060843852CICI BANK LT	839573	1170000000.00 Dr		

4.1.1.47 Extract of Inflow of INR 517.00 crs (200+200+117) in SSTL (ICICI Bank – 0784) from ITNL and further outflow of INR 517.00 crs to ITNL 06 August 2018

ICICI Bank		Page 1 of 1 M-87042			
0007FB/87042/1-1/WBG/Blue Dart Courier/10-05		35519897921-BOM-BKC			
					
Your Details With Us : M/S.SRINAGAR SONAMARG TUNNELWAY LTD ESC A/C THE IL&FS FINANCIAL CENTRE PLOT NO.C-22 G BLO CK BANDRA KURLA COMPLEX BANDRA E MUMBAI MAHARASHTRA - INDIA - 400051					
Your Base Branch : CON PLACE, DELHI BRANCH, 9A, PHELPS BUILDING, INNER CIRCLE, CONNAUGHT PLACE, 100001					
 33446699					
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID: XXXXX0165 AS ON September 30, 2018					
I. Operative Account in INR					
TYPE OF ACCOUNT	ACCOUNT NUMBER	BALANCE (INR)	MICR CODE	IFSC CODE	Nomination
Current	XXXXXXXXX0784	33,13,198.38Cr	110229002	ICIC0000007	Not Registered
	Total :	33,13,198.38Cr			
Statement of Transactions in Current Account Number : XXXXXXXXX0784 in Currency INR for the period 01-09-2018 to 30-09-2018					
06-08-2018	NEFT-000143870705-ILFS TRANSPORTATION NETWORKS LTD	0.00	2,00,00,00,000.00		
06-08-2018	NEFT-000143872905-ILFS TRANSPORTATION NETWORKS LTD	0.00	2,00,00,00,000.00		
06-08-2018	NEFT-000143860004-ILTS TRANSPORTATION NETWORKS LTD	0.00	1,17,00,00,000.00		
07-08-2018	RTGS/ICICR5201000700254932/UTIB0000028/IL AND FS	5,17,00,00,000.00	0.00		

4.1.1.48 Extract of Inflow of INR 517.00 crs in ITNL (Axis Bank – 028010200009072) from SSTL and further outflow of INR 508.46 crs (5 credit entries of 100 crs + 8.46) to IL&FS on 07 August 2018

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2018 AND 30-09-2018					
Scheme	CAC50	Joint Holder Name	-		
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date	22/01/2004		
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]		
07-08-2018	RTGS/ICICH18219254932/SRINAGAR SONAMARG TUNNELWAY	07-08-2018		517000000.00	
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	100000000.00		
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	100000000.00		
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	8460000.00		
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	100000000.00		
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	100000000.00		
07-08-2018	INFRASTRUCTURE AND LEASING & F	07-08-2018	100000000.00		

4.1.1.49 Extract of Inflow of INR 272.00 crs in ITNL (Indusind Bank A/c – 201002472745) from IL&FS and further outflow of INR 250.00 crs to ACEL and INR 22.00 crs to SSTL on 01 September 2018

IndusInd Bank		Statement Of Account	
IL AND FS TRANSPORTATION NETWORKS LTD -1		Period : 01-04-2013 to 30-09-2018	
IL AND FS FINANCIAL CENTRE PLOT 8TH FLOOR PLOT G BLOCK BANDRA KURLA COMPLEX NEAR ICICI BANK BUILDING MUMBAI - 400051 MAHARASHTRA, INDIA		Cust.Rein.No : 10087016	
		Account Number : 201002472745	
		Currency : INR	
		IFSC Code : INDB0000001	
		MICR CODE : 400234002	
		Nomination Registered : N	
		Product Description : CURRENT ACCOUNT-CORPORATE CURRENT ACCOUNT	
0001476590050TIB0000246			
01-SEP-18 TWDS TRF		2720000000.00 Cr	4290000000.00 Cr
01-SEP-18 NEFT000147659084AMRAVATI CHIKHLI EXPRESSWAY 915020047932411 INDBN01097901510AXIS BANK LTD		2500000000.00 Dr	1790000000.00 Cr
01-SEP-18 NEFT000147659183SRINAGAR SONMARG TUNNELWAY L 000705040784 INDBN01097902178ICICIBANK LT		22000000.00 Dr	1570000000.00 Cr

4.1.1.50 Extract of Bank book of ACEL (Axis Bank A/c- 915020047932411) showing Inflow of INR 250.00 crs from ITNL and further outflow of INR 250.00 crs to ITNL on 01 September 2018

Company Name	Document Number	Document Type	Posting Date	Document Date	Posting Year	Debit	Credit	Text	Offsetting account	Name of offsetting account
Amravati Chikhli 1200000018	KZ	01-09-2018	01-09-2018	50	00	0.00	-250,00,00,00.00		100000	IL&FS Transportation Networks Ltd
Amravati Chikhli 2500000014	TR	01-09-2018	01-09-2018	40	1,19,74,01,050.00	0	"MMI105-Borrowing / Increase 00000025100001 2050102040	Unsecured-Loan Repayable on demand-Related Party		
Amravati Chikhli 2500000017	TR	01-09-2018	01-09-2018	40	1,30,25,98,950.00	0	"MMI105-Borrowing / Increase 0000002610001 2040104050	Unsecured Term Loan -Related Party		

* Bank Statement for ACEL for September 2018 was not available for our review

4.1.1.51 Extract of Inflow of INR 22.00 crs in SSTL from ITNL and further outflow of INR 22.00 crs to ITNL on 01 September 2018

Page 1 of 1 M-87042

ICICI Bank

0007FB/87042/1-1/WBG/Blue Dart Courier/10-05 35519B97921-BOM-BKC

Your Details With Us :
M/S.SRINAGAR SONAMARG TUNNELWAY LTD ESC A/C
THE IL&FS FINANCIAL CENTRE PLOT NO.C-22 G.BLO
CK BANDRA KURLA COMPLEX BANDRA E
MUMBAI
MAHARASHTRA - INDIA - 400051

Dial-your-Bank
33446699

Your Base Branch : CON PLACE, DELHI BRANCH, 9A, PHELPS BUILDING, INNER CIRCLE, CONNAUGHT PLACE, 100001

SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID: XXXXX0165 AS ON September 30, 2018

I. Operative Account in INR

TYPE OF ACCOUNT	ACCOUNT NUMBER	BALANCE (INR)	MICR CODE	IFSC CODE	Nomination
Current	XXXXXXXXX0784	33,13,198.38Cr	110229002	ICIC0000007	Not Registered
	Total :	33,13,198.38Cr			

Statement of Transactions in Current Account Number : XXXXXXXX0784 in Currency INR for the period 01-09-2018 to 30-09-2018

DATE	TRANSACTION DATE	DESCRIPTION	BRANCH	AMOUNT	BALANCE
01-09-2018	01-09-2018	NEFT:000147659163:ILFS TRANSPORTATION NETWORKS LTD 1-2010024722745-INDB0000001	RPC MUMBAI	22,00,00,000.00	22,00,47,415.38 Cr
03-09-2018	03-09-2018	RTGS:ICICR62018090300542331/UTIB0000028/L AND FS TRANSPORTATION NETWORKS L	MIDC ANDHERI (E)	22,00,00,000.00	47,415.38 Cr

4.1.1.52 Extract of Inflow of INR 272.00 crs in ITNL (Axis Bank – 028010200009072) from ACEL (INR 250 crs) and SSSL (INR 22 crs) and further outflow of INR 115.00 crs (15+100) to IL&FS on 01 September 2018

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2018 AND 30-09-2018						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
01-09-2018	TO INFRASTRUCTURE LEASING AND FINANCIAL SERVICES		01-09-2018	150000000.00		
01-09-2018	AMRAVATI CHIKHALI EXPRESSWAY		01-09-2018	2500000000.00		
01-09-2018	TO GHV INDIA PVT LTD		01-09-2018	506249734.00		
01-09-2018	TO GHV INDIA PVT LTD		01-09-2018	500000000.00		
01-09-2018	INFRASTRUCTURE LEASING & FINANCIAL		01-09-2018	1000000000.00		
2.102:8081/ConsolidatedStatements/consolidatedStatement/reportLoadMainPage.jsp#						
10.0.22.102:8081/ConsolidatedStatements/consolidatedStatement/reportLoadMainPage.jsp#						
03-09-2018	BRN-CLG-CHQ PAID TO MASTER SUFYAN IQBAL KHAN	530931	03-09-2018	9600.00		
03-09-2018	BRN-RTGS-UTIBH18246033619-SBI GLOBAL FACT-		03-09-2018	141152050.00		
03-09-2018	BRN-RTGS-UTIBH18246033623-CENTRUM FINANCI-		03-09-2018	230000000.00		
03-09-2018	BRN-RTGS-UTIBH18246033638-ICICI BANK LIMI-		03-09-2018	77598216.00		
03-09-2018	BRN-RTGS-UTIBH18246033639-ICICI BANK LIMI-		03-09-2018	45000000.00		
03-09-2018	RTGS/RETURN/UTIBH18246033639/AC01/		03-09-2018		45000000.00	
03-09-2018	RTGS/RETURN/UTIBH18246033638/AC01/		03-09-2018		77598216.00	
03-09-2018	RTGS/ICICH18246542331/SRINAGAR SONAMARG TUNNELWAY		03-09-2018		220000000.00	
03-09-2018	BRN-RTGS-UTIBH18246034001-ICICI BANK LIMI-		03-09-2018	77598216.00		

4.1.1.53 Extract of Email dated 13 January 2016, sent by Mr Maharudra Wagle to Mr S.M Bhatt, confirming routing transaction of INR 100.00 crs

Sent from my iPad

On 13-Jan-2016, at 7:07 AM, Maharudra Wagle <Maharudra.Wagle@ilfsindia.com> wrote:

Dear Bhat. You have asked for a disb of Rs 100 crs to and additionally of Rs 150 crs on Friday. You have indicated that Rs 100 crs will come back today it self. As regards 150 crs we have to see if we have to borrow additional amount. If it is so we will have a problem with the ratios. I am asking Sushil to work that out.

S M Bhat--12/01/2016 15:06 ZE5B--Disb of Rs 150.00 crores is planned to be made to ITNL with VD 15-Jan-2015 out of the sanctioned Ter

4.1.1.54 Extract of Email dated 20 June 2016 sent by Mr Sachin Mohite to Mr Chandrakant Jagasia, confirming routing transaction of INR 100.00 crs

Sachin Mohite --- Re: Loan repayment of IL&FS in BAEL - Rs.125 Cr ...

From: "Sachin Mohite" <Sachin.Mohite@ilfsindia.com>

To: "Chandrakant Jagasia" <Chandrakant.Jagasia@ilfsindia.com>

Cc: "Swapnil Bhalekar" <Swapnil.Bhalekar@ilfsindia.com>, "Ajay Menon" <Ajay.Menon@ilfsindia.com>, "Ashish Patel" <Ashish.Patel@ilfsindia.com>, "Maulik Buch" <Maulik.Buch@ilfsindia.com>, "Preeti Jain" <Preeti.Jain@ilfsindia.com>, "Satish Suvarna" <Satish.Suvarna@ilfsindia.com>, "Vijay Kim" <Vijay.Kim@ilfsindia.com>

Date: Wed, 20-Jun-2016 16:52

Subject: Re: Loan repayment of IL&FS in BAEL - Rs.125 Cr

IL&FS is sanctioning 100 Cr to PSRDC & Rs.100 Cr to MBEL

This funding of 200 Cr will be used for repayment of TL of ITNL & same funds ITNL will be using for funding equity/sub debt into BAEL and KSEL

And BAEL and KSEL will repay IL&FS loan overdue amounting to Rs.125 Cr & 110 Cr respectively

Please plan accordingly

4.1.1.55 Email dated 21 September 2016 sent by Mr Ashish Patel to Mr Ajay Menon, confirming routing transaction of INR 80.00 crs

 Ashish.Patel@ilfsindia.com | Ajay.Menon@ilfsindia.com; Chandrakant_Jagasia@ITNL%ILFS@DCDL.WCGT.IN; Dip_Bhatia@ITNL%ILFS@DCDL.WCGT.IN; Sachin_Mohite@ITNL%ILFS@DCDL.WCGT.IN | 21-09-2016

Re: Reduction of ITNL Stand Alone Debt by 850cr

I met Mr Wagle in the morning and some time back, he needs to discuss with Mr. Saha for allowing transactions pending IL&FS fees which is likely to be paid by end September. He was not able to speak to Mr Saha and hence he has called me at 5.15 PM. I will meet him at 5.15 PM and update you on the same.

Transaction is to be done in 3 trenches of Rs 80 crores each on 22 nd, 26 th and 27 th September 2016.

Regards- Ashish

4.1.1.56 Extract of Email dated 24 September 2016, sent by Mr Ajay Menon to Mr Dilip Bhatia, where the structure of the transaction to be routed was mentioned

Ajay.Menon@ilfsindia.com | Dilip.Bhatia@ilfsindia.com 24-09-2016

ITNL transaction discussed yesterday

I think doing this assignment without consideration does not look doable. I suggest let us do the assignment structure but also route the cash transaction but without routing it through the SPV.

In the ordinary course money would have moved as follows

IL&FS gives loan to-> ITNL repays loan to ->LIVIA gives loan to ->SPV repays loan to ->ITNL repays loan to ->ILFS Since multiple transaction is involved plus SPV escrow bank getting involved timing of repayment to ILFS becomes an issue as happened on Thursday

Suggesting we do an assignment structure with movement of cash as follows:

IL&FS gives loan to -->ITNL repays LIVIA--> pay to ITNL in consideration of assigning SPV loan-> ITNL repays IL&FS loan.....The bank account of all are generally in Axis and hence IL&FS would also get the funds in time. We can do a assignment documentation between ITNL, LIVIA and the SPV

Will discuss with Srinivasa and Sujatha on Monday.

4.1.3 Potential instances of the utilisation of short term borrowings for making equity contribution in SPVs

4.1.3.1 Extract of inflow of 75 crs in ITNL Axis Bank – 028010200009072 from ISSL and further utilised towards equity investment in SPVs



IL&FS TRANSPORTATION NETWORKS LTD CTNL ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791		SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741									
Relationship Summary as on 31/03/2014											
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741											
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount						
Saving	INR	0.00	Loan Against Share	INR	0.00						
Current	INR	165554732.05	Loan Against Deposit(s)	INR	0.00						
Fixed Deposit	INR	2545480.00	Overdraft Account/s	INR	0.00						
Recurring Deposit	INR	0.00									
FCNRB	INR	0.00									
STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2013 AND 31-03-2014											
Scheme	CAC50	Joint Holder Name	-								
24-04-2013	NEFT/RETURN/AXISF13113050316/R11/IL FS TRANSPORTAT		24-04-2013		427019.00	32734417.02					
25-04-2013	00280TT130331		25-04-2013	2711368.51		30023048.51					
25-04-2013	RTGS-HDFCH13115272878/IL AND FS SECURITIES		25-04-2013		250000000.00	280023048.51					
25-04-2013	From IL&FS TOWNSHIP & URBAN AS		25-04-2013		461.00	280023509.51					
25-04-2013	From IL&FS TOWNSHIP & URBAN AS		25-04-2013		29661.00	280052170.51					
25-04-2013	RTGS-HDFCH13115275831/IL AND FS SECURITIES		25-04-2013		500000000.00	780052170.51					
25-04-2013	UTIBH13113090736-IL AND FS TRANSPORTATION		25-04-2013	200000.00		779852170.51					
03-05-2013	E PROCUREMENT TECHNO	85711	03-05-2013	61113.00		409858216.22					
03-05-2013	UTIBH13123042309-ITNL ROAD INFRASTRUCTURE DEVELOPM		03-05-2013	135000000.00		274858216.22					
03-05-2013	AXISF13123043456-OAIS AUTO FINANCIAL SERVICES LTD		03-05-2013	43958.00		274814258.22					
03-05-2013	PREM ASSOCIATES ADVERTISING & MARKETING	98765	03-05-2013	151686.00		274662572.22					

4.1.3.2 Extract for the inflow of INR 10 crs in ITNL Standard Chartered Bank - 22205336112 and outflow to ITNL Axis Bank A/c – 028010200009072 of INR 10.00 crs on 28 Apr 2014:



ACCOUNT STATEMENT											
IL & FS TRANSPORTATION NETWORKS LIMITED. THE IL & FS FINANCIAL CENTRE, PLOT C-22, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (E) MUMBAI 400051 MAHARASHTRA INDIA											
BRANCH	: 23-25 M G Road	STATEMENT DATE	: 30 Apr 2014	CURRENCY	: INR	ACCOUNT TYPE	: Current Account	ACCOUNT NO.	: 22205336112	NOMINEE REGISTERED	: No
Date	Value Date	Description	Cheque	Deposit	Withdrawal	Balance					
Apr 01	Apr 01	BALANCE FORWARD 00066345201 NEW LOAN IA001677677		100,000,000.00		532,427.69					
Apr 28	Apr 28	OL10001404280777 SCBLH14118003837 IL AND FS TRANSPORTATION NETWORKS RECEIVER IFSC UTIB0000028			100,000,000.00	100,532,427.69					
						532,427.69					

4.1.3.3 Extract for Inflow of INR 10.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL – Standard Chartered Bank A/c 22205336112 and Outflow to ITNL Yes Bank Ltd. CC A/c - 00018570000560 of INR 10.00 crs on 28 Apr 2014



IL&FS TRANSPORTATION NETWORKS LTD
CTNL, ILFS FIN CENTRE, BANDRA KURLA
BANDRA (E)
MUMBAI
PIN: 400051
Mobile : 919619127791

SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 0280121741						
Relationship Summary as on 31/03/2015						
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount	
Saving	INR	0.00	Loan Against Share	INR	0.00	
Current	INR	250039255.13	Loan Against Deposit(s)	INR	0.00	
Fixed Deposit	INR	103192846.00	Overdraft Account/s	INR	0.00	
Recurring Deposit	INR	0.00				
FCNRB	INR	0.00				

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2014 AND 31-03-2015

Scheme	CAC50	Joint Holder Name	-			
28-03-2014	RTGS/SCBLH14118003837/GUJARAT ROAD AND INFRASTRUCTURE		28-04-2014		36880940.00	44956439.22
28-04-2014	RTGS/UBINH14118784358/ESCBOW AC JORABAT SHILLONG E		28-04-2014		45000000.00	89956439.22
28-04-2014	RTGS/SCBLH14118003837/IL FS TRANSPORTATION NETWORK		28-04-2014		100000000.00	189956439.22
28-04-2014	ISSUE DD	184748	28-04-2014		2000000.00	187956439.22
28-04-2014	BRN-NEFT-UTIBH14118062311-LIGHTBOX-		28-04-2014		153540.00	187802899.22
28-04-2014	BRN-RTGS-UTIBH14118062571-SPECTRUM TECHNO-		28-04-2014		251799.00	187551100.22
28-04-2014	BRN-RTGS-UTIBH14118062797-SAFE SOLUTIONS-		28-04-2014		406938.00	187144162.22
28-04-2014	RTGS/UBINH14118120145/ITNL ROAD INFRASTRUCTURE DEV		28-04-2014		5976529.00	193120691.22
28-04-2014	NIMBUS CERTIFICATIONS		28-04-2014		75746.00	193044945.22
28-04-2014	RTGS/BKIDH14118954570/PUNE SHOLAPUR ROAD DEV CO LT		28-04-2014		4589917.00	197634862.22
28-04-2014	BRN-RTGS-UTIBH14118064893-IL AND FS TRANS-LETTER D		28-04-2014		2300000.00	195334862.22
28-04-2014	RTGS/BARBH14118897612/MORADABAD BAREILLY EXPRESSWA		28-04-2014		6000000.00	201334862.22
28-04-2014	RTGS/BKIDH14118957342/HAZARIBAGH RANCHI EXPRESSWAY		28-04-2014		4356841.00	205691703.22
28-04-2014	RTGS/STBPH14118305931/BALESHWAR KHARAGPUR EXPRESSW		28-04-2014		9810660.00	215502363.22
28-04-2014	FROM ANDHRA PRADESH EXPRESSWAY LIMITED OPERATION A		28-04-2014		6016449.00	221518812.22
28-04-2014	IL AND FS INFRASTRUCTURE ON 100000000.00 FOR 100000000.00 PRO		28-04-2014		5000000.00	176518812.22
28-04-2014	BRN-NEFT-UTIBH14118068447-IL AND FS TRANS-		28-04-2014		100000000.00	76518812.22
28-04-2014	BRN-NEFT-UTIBH14118069175-FINAL MILE CONS-AS PER L		28-04-2014		675576.00	75843236.22

4.1.3.4 Extract for Inflow of INR 10.00 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Axis Bank A/c – 028010200009072 and Outflow to ITNL Khed Sinnar Expressway Limited, and Jorabat Shillong Expressway Limited of INR 2.00 crs each on 9 May 2014

Document No.	Type	Dating Date	Offsetting	Name of offsetting account	Doc / Date	PK	Debit	Credit	Text	Bank name
100000689	SA	28-Apr-2014	1020406247	AXIS 028010200009072	28-04-2014	40	10,00,00,000	-	Fund transferred from Axis Bank to Yes Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100000790	SA	30-Apr-2014	1020406247	AXIS 028010200009072	30-04-2014	40	8,00,00,000	-	Fund trf to Yes bank-560	Yes Bank Ltd. CC A/c No - 000185700000560
100003346	SA	30-Apr-2014	1020406247	AXIS 028010200009072	30-04-2014	40	8,00,00,000	-	Fund transferred from Axis Bank to Yes Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100003348	SA	30-Apr-2014	3050701010	Other interest	30-04-2014	50	-	-42,79,000	Paid towards interest on CC A/c for Apr 14	Yes Bank Ltd. CC A/c No - 000185700000560
100004157	SA	30-Apr-2014	1020406247	AXIS 028010200009072	30-04-2014	50	-	-8,00,00,000	Fund trf to Yes bank-560	Yes Bank Ltd. CC A/c No - 000185700000560
100007604	SA	01-May-2014	2050304010	Int. accrued due	01-05-2014	50	-	-7,82,58,904	Interest on Loan for the month of April 2014 (YES)	Yes Bank Ltd. CC A/c No - 000185700000560
100000891	AB	05-May-2014	1020401020	local bk bal-In FD	05-05-2014	50	-	-5,50,00,000	Paid St.Bk of Patiala as Fixed Deposit for 1 Year	Yes Bank Ltd. CC A/c No - 000185700000560
100000926	AB	06-May-2014	1020406247	AXIS 028010200009072	06-05-2014	40	17,00,00,000	-	Fund Transfer from Axis Bank to Yes Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100000926	AB	06-May-2014	1020406247	AXIS 028010200009072	06-05-2014	40	-10,00,00,000	-	Fund Transfer from Axis Bank to Yes Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100003362	SA	09-May-2014	100027	Khed Sinnar Expressway Limited	09-05-2014	50	-	-2,00,00,000	Paid to KSEL towards Equity Advance	Yes Bank Ltd. CC A/c No - 000185700000560
100003363	AB	09-May-2014	100022	Jorabat Shillong Expressway Limited	09-05-2014	50	-	-2,00,00,000	Paid to JSEL towards equity advance	Yes Bank Ltd. CC A/c No - 000185700000560
100003364	SA	09-May-2014	1020406247	AXIS 028010200009072	09-05-2014	50	-	-2,00,00,000	Fund transferred from Yes Bank to Axis Bank	Yes Bank Ltd. CC A/c No - 000185700000560

4.1.3.5 Extract for Inflow of INR 55.00 crs in ITNL Axis Bank A/c – 028010200009072 from State Bank of Patiala and Outflow to Kiratpur Ner Chowk Expressway Ltd, Baleshwar Kharagpur Expressway Limited, and Khed Sinnar Expressway Limited of INR 12.50 crs, INR 5.00 crs, and INR 4.00 crs respectively on 06 May 2014

 IL&FS TRANSPORTATION NETWORKS LTD CTNL ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791																																									
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741																																									
Relationship Summary as on 31/03/2015 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Bank Account</th> <th style="width: 15%;">CRN</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Other Account</th> <th style="width: 15%;">CRN</th> <th style="width: 25%;">Outstanding Amount</th> </tr> </thead> <tbody> <tr> <td>Saving</td> <td>INR</td> <td>0.00</td> <td>Loan Against Share</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Current</td> <td>INR</td> <td>250039255.13</td> <td>Loan Against Deposit(s)</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Fixed Deposit</td> <td>INR</td> <td>103192846.00</td> <td>Overdraft Account/s</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Recurring Deposit</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FCNRB</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount	Saving	INR	0.00	Loan Against Share	INR	0.00	Current	INR	250039255.13	Loan Against Deposit(s)	INR	0.00	Fixed Deposit	INR	103192846.00	Overdraft Account/s	INR	0.00	Recurring Deposit	INR	0.00				FCNRB	INR	0.00			
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount																																				
Saving	INR	0.00	Loan Against Share	INR	0.00																																				
Current	INR	250039255.13	Loan Against Deposit(s)	INR	0.00																																				
Fixed Deposit	INR	103192846.00	Overdraft Account/s	INR	0.00																																				
Recurring Deposit	INR	0.00																																							
FCNRB	INR	0.00																																							
STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2014 AND 31-03-2015																																									
Scheme	CAC50		Joint Holder Name	-																																					

8. Annexures

Project Icarus

05-05-2014	BRN-RTGS-UTIBH14125038507-EL SAMEX MAINTEN-		05-05-2014	10261891.30			76909207.96
05-05-2014	RTGS/STBPH14125304703/IL AND FS TRANSPORTATION NET		05-05-2014		550000000.00	626909207.96	
05-05-2014	TRF OF AMT - REIMBURSEMENT		05-05-2014	142850.00		626766357.96	
05-05-2014	TO REIMB		05-05-2014	34013.00		626732344.96	
05-05-2014	CIG-391970-MUMBAI	391970	05-05-2014		261918660.00	888651004.96	
06-05-2014	BRN-RTGS-UTIBH14126049426-IL AND FS TRANS-		06-05-2014	17000000.00		718651004.96	
06-05-2014	BRN-RTGS-UTIBH14126049443-IL AND FS TRANS-		06-05-2014	15000000.00		568651004.96	
06-05-2014	SHREE KRISHNA ENTERPRISES	184703	06-05-2014	30424.00		568620580.96	
06-05-2014	MAHANAGAR GAS LTD A C NO 0274	184742	06-05-2014	960.00		568619620.96	
06-05-2014	CHITRE ESTATE & HOSPITALITY	184660	06-05-2014	342967.00		568276653.96	
06-05-2014	BRN-RTGS-UTIBH14126059812-H R CONSTRUCTIO-		06-05-2014	3000000.00		565276653.96	
06-05-2014	BRN-RTGS-UTIBH14126059906-NAPC LTD-		06-05-2014	22000000.00		543276653.96	
06-05-2014	BRN-RTGS-UTIBH14126059962-MORADABAD BAREI-		06-05-2014	100000000.00		443276653.96	
06-05-2014	BRN-RTGS-UTIBH14126060060-KHED SINNAR EXP-		06-05-2014	40000000.00		403276653.96	
06-05-2014	BRN-RTGS-UTIBH14126060136-BALESHWAR KHARA-		06-05-2014	50000000.00		353276653.96	
06-05-2014	BRN-RTGS-UTIBH14126060211-KIRATPUR NER CH-		06-05-2014	125000000.00		228276653.96	

Document	Type	Pstng Date	Offst.acc	Name of offsetting account	Doc/ Dat	PK	Debit	Credit	Text	Bank name
100004166	AB	05-May-2014	10000035	Mr. Anup Duari	05-05-2014	50	-	-1,42,850	Salary Payable & Anup Duari Payment	Axis Bank Ltd. A/c No - 028010200009072
100004295	SA	05-May-2014	2040104010	State Bank of Patiala / 36, Janpath / 110001 Delhi-New Delhi	28-05-2014	40	55,00,00,000	-	*MM1105+ Borrowing / Increase 0000000000365	Axis Bank Ltd. A/c No - 028010200009072
100000926	AB	06-May-2014	1020406317	Yes bnk 00018570	06-05-2014	50	-	-17,00,00,000	Fund Transfer from Axis Bank to Yes Bank	Axis Bank Ltd. A/c No - 028010200009072
100000927	AB	06-May-2014	1020406285	Deutsche AG 06352	06-05-2014	50	-	-15,00,00,000	Fund Transfer from Axis Bank to Deutsche Bank	Axis Bank Ltd. A/c No - 028010200009072
100000928	AB	06-May-2014	100016	Kiratpur Ner Chowk Expressway Ltd	06-05-2014	50	-	-12,50,00,000	Paid to KNEL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100000929	AB	06-May-2014	100017	Baleshwari Kharagpur Expressway	06-05-2014	50	-	-5,00,00,000	Paid to BKEL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100000930	AB	06-May-2014	100027	Khed Sinnar Expressway Limited	06-05-2014	50	-	-4,00,00,000	Paid to KSEL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100000948	SA	06-May-2014	1020406733	Axis-913020039639229	06-05-2014	50	-	-10,00,000		Axis Bank Ltd. A/c No - 028010200009072

4.1.3.6 Extract for Inflow of INR 98.10 crs in ITNL Yes Bank A/c – 000160100000033 from CP-IOB and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 98.10.00 crs on 02 June 2014

STATEMENT OF ACCOUNT							
M/S. CP-A/C-ILFS TRANSPORTATION NETWORK THE IL AND FS FINANCIAL CENTRE PLOT C-22 G BLOCK BANDRA KURLA COMD BANDRA KURLA COMPLEX Mumbai 400051 MAHARASHTRA INDIA	Branch: WORLI A/C type: CA - TBG ISSUING AND PAYING AGENT - INR OD Limit: 0 Unclear Amt: 0 Sweepin: N Email Id: chetan.panchal@ilfsindia.com	A/C Number: 000160100000033 Customer Id: 1001325 Jt Holder 1: Jt Holder 2:					
Period : 01-APR-2013 To 30-SEP-2018							
TXN DATE	VALUE DATE	DESCRIPTION	REFERENCE	DEBITS	CREDITS	BALANCE	
01-APR-2013	01-APR-2013	B/F ...		0.00	0.00	0.00	
20-MAY-2014	20-MAY-2014	RTGS-YESBH14140001488-IPA RED ITNL- INDIA OVER SEAS		1,000,000,000.00	0.00	0.00	
02-JUN-2014	02-JUN-2014	R IOBAH14153207953 TREASURY.CHANAKYAPURI		0.00	981,051,000.00	981,051,000.00	
02-JUN-2014	02-JUN-2014	FT FROM CP ACC TO CC ACC		981,051,000.00	0.00	0.00	
25-JUN-2014	25-JUN-2014	RTATNR520140025000012802 TH,CHANAKYAPURI		0.00	-465,466,000.00	-465,466,000.00	
25-JUN-2014	25-JUN-2014	FUNDS TRF,NARIMAN PT.,000185700000560		0.00	1,200,000,000.00	1,685,466,000.00	
25-JUN-2014	25-JUN-2014	FUNDS TRF,NARIMAN		0.00	714,534,000.00	2,400,000,000.00	

**4.1.3.7 Extract for Inflow of INR 98.10 crs in ITNL Yes Bank Ltd. CC A/c -
000185700000560 from ITNL Yes Bank A/c – 000160100000033 and Outflow to ITNL Axis Bank
A/c – 028010200009072 of INR 46.00 crs on 04 June 2014, and Kiratpur Ner Chowk
Expressway Ltd of INR 45.00 crs on 02 June 2014**

Document	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100004454	AB	02-Jun-2014	100016	Kiratpur Ner Chowk Expressway Ltd	02-06-2014	50	-	-45,00,00,000	Paid to KNCEL towards equity advance	Yes Bank Ltd. CC A/c No - 000185700000560
100004456	SA	02-Jun-2014	1020406319	Yes bnk 000160100	02-06-2014	40	98,10,51,000	-	Fund transferred from Yes Bank CP to Yes Bank CC	Yes Bank Ltd. CC A/c No - 000185700000560
100004637	SA	02-Jun-2014	3060101010	Legal / Professional	02-06-2014	50	-	-28,000	Paid Yes BK towards IPA Fees for Commercial Paper	Yes Bank Ltd. CC A/c No - 000185700000560
100004622	SA	04-Jun-2014	1020406247	AXIS 028010200009072	04-06-2014	50	-	-46,00,00,000	Fund transferred from Yes Bank CC to Axis Bank	Yes Bank Ltd. CC A/c No - 000185700000560



IL&FS TRANSPORTATION NETWORKS LTD
CTNL, ILFS FIN CENTRE, BANDRA KURLA,
BANDRA (E)
MUMBAI
PIN: 400051
Mobile : 919619127791

SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741					
Relationship Summary as on 31/03/2015			Other Account		
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount
Saving	INR	0.00	Loan Against Share	INR	0.00
Current	INR	250039255.13	Loan Against Deposit(s)	INR	0.00
Fixed Deposit	INR	103192846.00	Overdraft Account/s	INR	0.00
Recurring Deposit	INR	0.00			
FCNRB	INR	0.00			

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2014 AND 31-03-2015

Scheme	CAC50	Joint Holder Name	-
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04-06-2014	RTGS/YESBH14155002538/IL AND FS TRANSPOTATION NETW		04-06-2014		460000000.00	710528059.73
04-06-2014	RTGS/BARBHI4155899864/MORADABAD BAREILLY EXPRESSWA		04-06-2014		11000000.00	721528059.73
04-06-2014	RTGS/BARBHI4155600415/MORADABAD BAREILLY EXPRESSWA		04-06-2014		68000000.00	789528059.73
04-06-2014	BRN-RTGS-UTIBH14155025885-IL AND FS TRANS-LTR DTD		04-06-2014	1300000.00		788228059.73
04-06-2014	BRN-RTGS-UTIBH14155026028-IL AND FS TRANS-LTR DTD		04-06-2014	2200000.00		786028059.73
04-06-2014	BRN-RTGS-UTIBH14155026119-MORADABAD BAREI-LTR DTD		04-06-2014	340000000.00		446028059.73
04-06-2014	BRN-RTGS-UTIBH14155026198-KHED SINNAR EXP-LTR DTD		04-06-2014	6000000.00		386028059.73
04-06-2014	BRN-RTGS-UTIBH14155026276-BARWA ADDA EXPR-LTR DTD		04-06-2014	10000000.00		286028059.73
04-06-2014	BRN-RTGS-UTIBH14155026605-ESCROW ACCOUNT -LTR DTD		04-06-2014	15000000.00		271028059.73
04-06-2014	BRN-RTGS-UTIBH14155026686-J R P I C LTD P-LTR DTD		04-06-2014	43000000.00		228028059.73
04-06-2014	BRN-RTGS-UTIBH14155026736-PUNE SHOLAPUR R-LTR DTD		04-06-2014	5000000.00		178028059.73
04-06-2014	BRN-RTGS-UTIBH14155026846-HAZARIBAGH RANC-LTR DTD		04-06-2014	5000000.00		128028059.73

4.1.3.8 Extract for Inflow of INR 198.42 crs in ITNL Yes Bank A/c – 000160100000033 from Yes Bank CP and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 198.42 crs on 10 July 2014

STATEMENT OF ACCOUNT							
M/S. CP-A/C-ILFS TRANSPORTATION NETWORK THE IL AND FS FINANCIAL CENTRE PLOT C-22 G BLOCK BANDRA KURLA COMD BANDRA KURLA COMPLEX MUMBAI 400051 MAHARASHTRA INDIA				Branch: WORLI A/C type: CA - TBG ISSUING AND PAYING AGENT - INR OD Limit: 0 Unclear Amt: 0 Sweepin: N Email Id: chetan.panchal@ilfsindia.com			
				A/C Number: 000160100000033 Customer Id: 1001325 Jt Holder 1: Jt Holder 2:			
Period : 01-APR-2013 To 30-SEP-2018							
TXN DATE VALUE DATE DESCRIPTION REFERENCE DEBITS CREDITS BALANCE							
01-APR-2013	01-APR-2013	B/F ...			0.00	0.00	0.00

27-JUN-2014	27-JUN-2014	R INDBR52014062700748354 IN,CHANAKYAPURI		0.00	1,934,876,000.00	1,934,876,000.00
27-JUN-2014	27-JUN-2014	IPA FT ITNL 270614		1,934,876,000.00	0.00	0.00
10-JUL-2014	10-JUL-2014	R INDBR22014071000889688 IN,CHANAKYAPURI		0.00	1,984,234,000.00	1,984,234,000.00
10-JUL-2014	10-JUL-2014	FT FROM ITNL CP ACCT		1,984,234,000.00	0.00	0.00
16-JUL-2014	16-JUL-2014	FUNDS TRF,WORLI,000185700000560		0.00	250,000,000.00	250,000,000.00
17-JUL-2014	17-JUL-2014	RTGS-YESBR52014071700002206-IPA REDEMPTION-THE RATNAKAR BA		250,000,000.00	0.00	0.00
31-JUL-2014	31-JUL-2014	FUND TRF FROM ILFS TRANS NET LTD		0.00	1,000,000,000.00	1,000,000,000.00
01-AUG-2014	01-AUG-2014	RTGS-YESBR52014080100000959-IPA RFD		1,000,000,000.00	0.00	0.00

4.1.3.9 Extract for Inflow of INR 198.42 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Yes Bank A/c – 000160100000033 and Outflow to ITNL Axis Bank A/c – 028010200009072 of INR 140.00 crs on 10 July 2014

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100010902	SA	10-Jul-2014	1020406319	Yes bnk 000160100	10-07-2014	40	1,98,42,34,000	-	Fund Transferred from Yes Bank CP to Yes Bank CC	Yes Bank Ltd. CC A/c No - 000185700000560
100012040	SA	10-Jul-2014	3000101020	Legal / Professional	10-07-2014	50	-	-26,090	Paid Yes bk towards IPA Fees for commercial paper	Yes Bank Ltd. CC A/c No - 000185700000560
100010903	SA	11-Jul-2014	1020406247	AXIS 028010200009072	11-07-2014	50	-	-1,40,00,00,000	Fund Transferred from Yes Bank to Axis Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100010905	SA	11-Jul-2014	1020406285	Deutsche AG 06352	11-07-2014	50	-	-34,00,00,000	Fund Transferred from Yes Bank to Deutsche Bank	Yes Bank Ltd. CC A/c No - 000185700000560

4.1.3.10 Extract for Inflow of INR 140.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL Yes Bank Ltd. CC A/c - 00018570000560 and Outflow to Khed Sinnar Expressway Limited, IL&FS RAIL LIMITED, and ITNL International Pte Limited of INR 7.00 crs on 12 July 2014, INR 30.15 crs on 15 July 2014, and 18.13 crs on 16 July 2014

AXIS BANK									
IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791									
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741									
Relationship Summary as on 31/03/2015									
Bank Account	CRN	Amount	Other Account			CRN	Outstanding Amount		
Saving	INR	0.00	Loan Against Share			INR	0.00		
Current	INR	250039255.13	Loan Against Deposit(s)			INR	0.00		
Fixed Deposit	INR	103192846.00	Overdraft Account/s			INR	0.00		
Recurring Deposit	INR	0.00							
FCNRB	INR	0.00							

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2014 AND 31-03-2015										
Scheme	CAC50	Joint Holder Name								
11-07-2014	RELIANCE INFRASTRUCTURE L		221236	11-07-2014		9036.00			83405631.32	
11-07-2014	RTGS/DIBR52014071110060252/ESCROW AC ORABAT SHIL			11-07-2014			40000000.00		123405631.32	
11-07-2014	RTGS/YESBHI4192000976/IL AND FS TRANSPOTATION NETW			11-07-2014			140000000.00		1523405631.32	
11-07-2014	RTGS/BARBH1419270122/29100200000128			11-07-2014			10000000.00		1533405631.32	
11-07-2014	BRN-NEFT-UTIBHI4192009663-NIDHI TANDON-LTR DTD II.			11-07-2014		9863.00			1533395768.32	
11-07-2014	BRN-TO CASH SELF		221249	11-07-2014		75000.00			1533320768.32	
12-07-2014	VODAFONE SPACETEL LTD		199321	12-07-2014		94086.00			1532755974.32	
12-07-2014	BRN-RTGS-UTIBHI4193036173-MORADABAD BAREI-LTR DTD			12-07-2014		165000000.00			1367755974.32	
12-07-2014	BRN-RTGS-UTIBHI4193036227-KHED SINNAR EXP-LTR DTD			12-07-2014		70000000.00			1297755974.32	
12-07-2014	RTGS/CBNH14193303695/SIKAR BIJANER HIGHWAY LIMITE			12-07-2014			30000000.00		1327755974.32	
12-07-2014	SBI GOVT COL BR BANDRA EA		221243	12-07-2014		44000.00			1327711974.32	
12-07-2014	SBL GOVT COL BR BANDRA FA		221237	12-07-2014		2741620.00			1324971034.32	
13-07-2014	CRNEST JOSEPH LANAGAN		221230	13-07-2014		20000.00			1237501612.34	
15-07-2014	RTGS/CNRBH14196592686/MP BORDER CHECK POST DEVELOP			15-07-2014			25000000.00		1262501845.34	
15-07-2014	BRN-RTGS-UTIBHI4196094716-IL AND FS RAIL -LTR DTD			15-07-2014		301595000.00			960906845.34	
15-07-2014	BRN-NEFT-UTIBHI4196097680-IL AND FS RAIL -LTR DTD			15-07-2014		1000.00			960905845.34	
15-07-2014	BRN-NEFT-UTIBHI4196008011-GBG PARKING AC -LTR DTD			15-07-2014		392576.00			960513269.34	
15-07-2014	BRN-RTGS-UTIBHI4196010529-KAUSHAL ENGINEEE-LTR DTD			15-07-2014		1471802.00			959041467.34	
16-07-2014	BRN-NEFT-UTIBHI419701073-KRANTHI ADA ANAPL D 10.0			16-07-2014		20000.00			003311511.70	
16-07-2014	BRN-NEFT-UTIBHI4197046770-ESSAE DIGITRONI-L D 16.0			16-07-2014		3349597.00			879991714.70	
16-07-2014	BRN-NEFT-UTIBHI4197046792-SRI SIVA SAI PAL D 16.0			16-07-2014		413121.00			879578593.70	
16-07-2014	00040TTI43278			16-07-2014		181315282.40			698263311.30	
16-07-2014	13940100002793:BG ISSUE CHRGS - 13940100002793			16-07-2014		1500.00			698261811.30	
16-07-2014	13940100002793:SERVICE TAX 12.36%			16-07-2014		185.40			698261625.90	
Document No	Type	Pstng Date	Offst acrt	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100011474	SA	12-Jul-2014	100027	Khed Sinnar Expressway Limited	12-07-2014	50	-	-7,00,00,000	Paid to KSEL towards Equity Advance	Axis Bank Ltd. A/c No - 028010200009072
100016467	SA	12-Jul-2014	1010705040	P.O. Box 400051 / 400051 Mumbai	31-07-2014	50	-	-16,50,00,000	Increase 0000000000427	Axis Bank Ltd. A/c No - 028010200009072
100017941	AB	12-Jul-2014	202561	Bank of India (Vendor)	12-07-2014	40	12,59,193	-	EXCESS INTEREST RECD now received from Bank of Ind	Axis Bank Ltd. A/c No - 028010200009072
1100000183	DZ	12-Jul-2014	100018	Sikar Bikaner Highway Ltd.	12-07-2014	40	3,00,00,000	-	Received from SBHL against construction bill	Axis Bank Ltd. A/c No - 028010200009072

8. Annexures

Project Icarus

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100012045	SA	15-Jul-2014	3061001001	Registration Exp.	15-07-2014	50	-	3,02,576	Paid Franking share purc IIPL	Axis Bank Ltd. A/c No - 028010200009072
100012060	AB	15-Jul-2014	100031	IL&FS RAIL LIMITED	15-07-2014	50	-	-30,15,96,000	Paid to IRL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100012541	AB	15-Jul-2014	1020406247	AXIS 028010200009072	15-07-2014	40	30,15,96,000	-		Axis Bank Ltd. A/c No - 028010200009072
100012541	AB	15-Jul-2014	1020406247	AXIS 028010200009072	15-07-2014	50	-	-30,15,96,000		Axis Bank Ltd. A/c No - 028010200009072
900002148	CJ	15-Jul-2014	1020404010	Cash on hand - Local	15-07-2014	50	-	-75,000	Withdrawal	Axis Bank Ltd. A/c No - 028010200009072
1100000193	DZ	15-Jul-2014	100011	MP Border Checkpost Development	15-07-2014	40	2,50,00,000	-	Received from MPBCDCL against construction	Axis Bank Ltd. A/c No - 028010200009072

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100012120	AB	16-Jul-2014	3061001001	Registration Exp.	15-07-2014	50	-	-3,02,576	Two DD Issued to Executive	Axis Bank Ltd. A/c No - 028010200009072
100012156	AB	16-Jul-2014	100029	ITNL International Pte Limited	16-07-2014	50	-	-18,13,15,282	Paid US \$ 4000000 @ 60.3950	Axis Bank Ltd. A/c No - 028010200009072
100012221	SA	16-Jul-2014	1010704070	Prepaid expenses	16-07-2014	50	-	-17,676	No.13940100001752 of Rs.83.90 Lac	Axis Bank Ltd. A/c No - 028010200009072
100012542	AB	16-Jul-2014	1020406247	AXIS 028010200009072	16-07-2014	40	20,00,00,000	-		Axis Bank Ltd. A/c No - 028010200009072
100012542	AB	16-Jul-2014	1020406247	AXIS 028010200009072	16-07-2014	50	-	-20,00,00,000		Axis Bank Ltd. A/c No - 028010200009072
100012647	AB	16-Jul-2014	3050501013	Lead Bank Charges	16-07-2014	50	-	-185	Bank Charges	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.11 Extract for Inflow of INR 300.00 crs in ITNL Axis Bank A/c – 028010200009072 from WCDL-Standard Chartered Bank and Outflow to ITNL International Pte. Ltd. of INR 21.86 crs on 15 Apr 2015



IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791	SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 0280121741
Relationship Summary as on 31/03/2016	
Bank Account	CRN
Saving	INR
Current	INR
Fixed Deposit	INR
Recurring Deposit	INR
FCNRB	INR
Other Account	
Loan Against Share	INR
Loan Against Deposit(s)	INR
Overdraft Account/s	INR

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016						
Scheme	Joint Holder Name		-			
15-04-2015	BRN-TO CASH SELF	222256	15-04-2015	75000.00		162752456.09
15-04-2015	RTGS/IOBAR5201504150063495/WARORA CHANDRAPUR BALL	222256	15-04-2015	200000000.00		362752456.09
15-04-2015	RTGS/SCBLH15105004245/IL FS TRANSPORTATION NETWORK	222261	15-04-2015	300000000.00		662752456.09
15-04-2015	ISSUE DD	222261	15-04-2015	221000.00		662531456.09

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15-04-2015	NORMET INDIA PVT LTD		15-04-2015	3333581.00		640386358.09
15-04-2015	PUMPKIN ENTERTAINMENT		15-04-2015	125391.00		640260967.09
15-04-2015	BRN-REF NO. 0004OTTI501438 USD 3500000		15-04-2015	218602863.40		421658103.69
15-04-2015	TRANSFER OF FUND		15-04-2015	456457.75		421201645.94
15-04-2015	TRANSFER OF FUNDS		15-04-2015	636400.00		420565245.94

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100000270	SA	15-Apr-2015	1020406812	Axis-Hyd-4420-Cirg	15-04-2015	50	-	-1,00,000	Fund transfer to ITNL EHEL Hyderabad	Axis Bank Ltd. A/c No - 028010200009072
100000271	SA	15-Apr-2015	1020406255	AXIS 909020045120	15-04-2015	50	-	-10,00,000	Fund transfer to ITNL Trivendrum	Axis Bank Ltd. A/c No - 028010200009072
100000272	SA	15-Apr-2015	1020406293	ICICI bnk 073505	15-04-2015	50	-	-15,00,000	Fund transfer to ITNL Bilaspur (KNCL)	Axis Bank Ltd. A/c No - 028010200009072
100000277	AB	15-Apr-2015	205591001	Salary Payable	15-04-2015	50	-	-4,56,455	addl Imprest Rishsha Jha & ITNL Salaries Govt	Axis Bank Ltd. A/c No - 028010200009072
100000280	AB	15-Apr-2015	100029	ITNL International Pte Limited	15-04-2015	50	-	-21,86,02,863	Paid US \$ 3500000 @ 62.4550 to IPL Equity Advance	Axis Bank Ltd. A/c No - 028010200009072
100000298	AB	15-Apr-2015	3062601010	Bid documents	15-04-2015	50	-	-2,21,000	RFP bid documents	Axis Bank Ltd. A/c No - 028010200009072
100000700	AB	15-Apr-2015	200328	FCM Travel Solutions (India) Pvt. L	15-04-2015	50	-	-41,11,705	Paid Agst Various Bill	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.12 Extract for Inflow of INR 120.00 crs in ITNL Axis Bank A/c – 028010200009072 from ICBC Bank and Outflow to IL&FS Rail Limited of INR 14.77 crs on 26 June 2015

SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741					
Relationship Summary as on 31/03/2016					
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount
Saving	INR	0.00	Loan Against Share	INR	0.00
Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00
Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00
Recurring Deposit	INR	0.00			
FCNRB	INR	0.00			

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016			
Scheme	CAC50	Joint Holder Name	-
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED

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26-06-2015	BRN-CLG-CHQ PAID TO MEENA BAZAR	301553	26-06-2015	32803.00		22570748.32
26-06-2015	BRN-CLG-CHQ PAID TO NATIONAL INSURANCE CO LTD	301609	26-06-2015	2359088.00		20211660.32
26-06-2015	RTGS/ICBKHI5177590187/IL AND FS TRANSPORTATION NET		26-06-2015		120000000.00	1220211660.32
26-06-2015	NAGYAN CONSTRUCTIONS PVT LTD		26-06-2015	19200000.00		1201011660.32
26-06-2015	RTGS/UBINHI5177484010/ITNL ROAD INFRASTRUCTURE DEV		26-06-2015		10000000.00	1211011660.32
26-06-2015	RTGS/ICBKHI5177590249/IL AND FS TRANSPORTATION NET		26-06-2015		8100000.00	1219111660.32
26-06-2015	BRN-NEFT-AXISFS177002201-HAZARIBAGH RANC-LTR DTD 2		26-06-2015	15000000.00		1204111660.32
26-06-2015	BRN-NEFT-AXISFS177002257-EAST HYDERABAD -LTR DTD 2		26-06-2015	25000000.00		1179111660.32
26-06-2015	WEST GUJARAT EXPRESSWAY LTD		26-06-2015	11000000.00		1168111660.32
26-06-2015	BRN-NEFT-AXISFS177002487-JHARKHAND ROAD -		26-06-2015	18000000.00		988111660.32
26-06-2015	BRN-NEFT-AXISFS177002579-IL AND FS RAIL -		26-06-2015	147741000.00		840370660.32
26-06-2015	BRN-NEFT-AXISFS177003536-BLOOM INFRASTRU-AS PER L/		26-06-2015	742110.00		839628550.32
26-06-2015	BRN-NEFT-AXISFS177003610-VFI RESEARCH AN-AS PFR L/		26-06-2015	76770.00		839551780.32

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100013848	SA	26-Jun-2015	100031	IL&FS RAIL LIMITED	26-06-2015	50	-	-14,77,41,000	Paid to IL&FS Rail as equity advance	Axis Bank Ltd. A/c No - 028010200009072
100013849	SA	26-Jun-2015	1020406285	Deutsche AG 06352	26-06-2015	50	-	-35,00,00,000	Fund transferred from Axis Bank to Deutsche Bank	Axis Bank Ltd. A/c No - 028010200009072
100013850	AB	26-Jun-2015	3062501017	Professional Tax	26-06-2015	50	-	-2,500	Paid Axis Bank as PT for FY 15-16 for West Bengal	Axis Bank Ltd. A/c No - 028010200009072
100013851	AB	26-Jun-2015	3062501017	Professional Tax	26-06-2015	50	-	-2,500	Paid Axis Bank as PT for FY 15-16 for Odisha	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.13 Extract for Inflow of INR 22.00 crs in ITNL Axis Bank A/c – 028010200009072 from IL&FS Ltd and Outflow to Amravati Chikhli Expressway Ltd of INR 11.50 crs on 07 Oct 2015

 IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791																																				
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741																																				
Relationship Summary as on 31/03/2016																																				
<table border="1"> <thead> <tr> <th>Bank Account</th> <th>CRN</th> <th>Amount</th> <th>Other Account</th> <th>CRN</th> <th>Outstanding Amount</th> </tr> </thead> <tbody> <tr> <td>Saving</td> <td>INR</td> <td>0.00</td> <td>Loan Against Share</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Current</td> <td>INR</td> <td>99427815.36</td> <td>Loan Against Deposit(s)</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Fixed Deposit</td> <td>INR</td> <td>81275427.00</td> <td>Overdraft Account/s</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Recurring Deposit</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FCNRB</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount	Saving	INR	0.00	Loan Against Share	INR	0.00	Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00	Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00	Recurring Deposit	INR	0.00				FCNRB	INR	0.00			
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount																															
Saving	INR	0.00	Loan Against Share	INR	0.00																															
Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00																															
Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00																															
Recurring Deposit	INR	0.00																																		
FCNRB	INR	0.00																																		
STATEMENT FOR A/C : 028010200009072 BETVWEEN 01-04-2015 AND 31-03-2016																																				
<table border="1"> <thead> <tr> <th>Scheme</th> <th>CAC50</th> <th>Joint Holder Name</th> <th>-</th> </tr> </thead> </table>	Scheme	CAC50	Joint Holder Name	-																																
Scheme	CAC50	Joint Holder Name	-																																	

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Project Icarus

07-10-2015	RTGS/PUNBR52015100710022278/ROAD INFRASTRUCTURE DE		07-10-2015		65454801.00	351606143.40
07-10-2015	TOWARDS NAGARAJ GARIMALLA	332525	07-10-2015	156624.00		351449519.40
07-10-2015	INFRASTRUCTURE LEASING AND FINANCIAL SERVICES LTD		07-10-2015		220000000.00	571449519.40
07-10-2015	RTGS/DCBLH15280004950/DCB TREASURY RTGS FUNDING AC		07-10-2015		36826093.00	608275612.40
07-10-2015	ARUN K SAHA (ILFS)	332532	07-10-2015	45000.00		608230612.40
07-10-2015	BRN-RTGS-UTIBHI5280012434-JHARKHAND INFRA-		07-10-2015	15000000.00		593230612.40
07-10-2015	FAGNE SONGADH EXPRESSWAY LTD		07-10-2015	85000000.00		508230612.40
07-10-2015	AMRAVATI CHIKLI EXPRESSWAY LTD		07-10-2015	115000000.00		393230612.40
07-10-2015	BRN-RTGS-UTIBHI5280018670-ICRA LTD-		07-10-2015	436800.00		392793812.40
07-10-2015	BRN-NEFT-AXISFI5280018885-JHARKHAND URJA -		07-10-2015	41945.00		392751867.40

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100038557 AB	SA	07-Oct-2015	204400 VILLI d		07-10-2015	50	-1,00,00,000	01-Nov-12 KNCFU/HB	Paid VIL Ltd against bill no.	Axis Bank Ltd. A/c No - 028010200009072
100038554 SA	SA	07-Oct-2015	400226	Amravati Chikhli Expressway Ltd	07-10-2015	50	-	-11,50,00,000	Paid to Amravati Chikhli as equity advance	Axis Bank Ltd. A/c No - 028010200009072
100038556 SA	SA	07-Oct-2015	400225	Fagne Songadh Expressway Ltd	07-10-2015	50	-	-8,50,00,000	Paid to Fagne Songadh as equity advance	Axis Bank Ltd. A/c No - 028010200009072
100038557 SA	SA	07-Oct-2015	100066	JHARKHAND INFRASTRUCTURE IMPLEMENTA	07-10-2015	50	-	-1,50,00,000	Paid to Jharkhand Infra. Imple. as equity advance	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.14 Extract for Inflow of INR 73.75 crs in ITNL Yes Bank A/c – 000160100000033 from CP-DSP Blackrock and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 73.75 crs on 27 Oct 2015

STATEMENT OF ACCOUNT										
M/S. CP-A/C-ILFS TRANSPORTATION NETWORK THE IL AND FS FINANCIAL CENTRE PLOT C-22 G BLOCK BANDRA KURLA COMD BANDRA KURLA COMPLEX MUMBAI 400051 MAHARASHTRA INDIA										
Branch: WORLI A/C type: CA - TBG ISSUING AND PAYING AGENT - INR OD Limit: 0 Unclear Amt: 0 Sweepin: N Email Id: chetan.panchal@ilfsindia.com										
A/C Number: 000160100000033 Customer Id: 1001325 Jt Holder 1: Jt Holder 2:										
Period : 01-APR-2013 To 30-SEP-2018										
TXN DATE	VALUE DATE	DESCRIPTION	REFERENCE	DEBITS	CREDITS	BALANCE				
01-APR-2013	01-APR-2013	B/F ...		0.00	0.00	0.00				
25-NOV-2013	25-NOV-2013	R UTIBH13329062853 IL FS		0.00	1,000,000,000.00	1,000,000,000.00				
27-OCT-2015	27-OCT-2015	R CITIR52015102700702718 RT,CHANAKYAPURI		737,524,500.00	0.00	737,524,500.00	737,524,500.00			
27-OCT-2015	27-OCT-2015	FUND TRANSFER		737,524,500.00	0.00	0.00				
30-OCT-2015	30-OCT-2015	RTGS-YESBR52015103000003994-IL AND FS-JM FINANCIAL MU		500,000,000.00	0.00	0.00				

4.1.3.15 Extract for Inflow of INR 73.75 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from Yes Bank A/c – 000160100000033 and Outflow to ITNL Deutsche Bank AG A/c No.0635201-00-0 of INR 18.00 crs on 27 Oct 2015

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100040950	SA	27-Oct-2015	1020406319	Yes bnk 000160100	27-10-2015	40	73,75,24,500	-	Fund Transferred from Yes Bank CP to Yes Bank CC	Yes Bank Ltd. CC A/c No - 000185700000560
100040951	SA	27-Oct-2015	1020406285	Deutsche AG 06352	27-10-2015	50	-	-18,00,00,000	Fund Transferred from Yes Bank CC to Deutsche Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100040952	SA	27-Oct-2015	1020406247	AXIS 028010200009072	27-10-2015	50	-	-5,00,00,000	Fund Transferred from Yes Bank CC to Axis Bank	Yes Bank Ltd. CC A/c No - 000185700000560
100040987	SA	28-Oct-2015	3060101010	Legal / Professional	28-10-2015	50	-	-28,500	Paid Yes Bk towards IPA Fees for Commercial Paper	Yes Bank Ltd. CC A/c No - 000185700000560
100040992	SA	29-Oct-2015	1020406319	Yes bnk 000160100	29-10-2015	50	-	-50,00,00,000	Fund Transferred from Yes bank CC to Yes bank CP	Yes Bank Ltd. CC A/c No - 000185700000560

4.1.3.16 Extract for Inflow of INR 18.00 crs in ITNL Deutsche Bank AG A/c No.0635201-00-0 from Yes Bank Ltd. CC A/c - 000185700000560 and Outflow to ITNL Axis Bank A/c – 028010200009072 of INR 17.00 crs on 27 Oct 2015

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100040951	SA	27-Oct-2015	1020406317	Yes bnk 00018570	27-10-2015	40	18,00,00,000	-	Fund Transferred from Yes Bank CC to Deutsche Bank	Deutsche Bank AG A/c No.0635201-00-0 (Mumbai)
100040993	SA	30-Oct-2015	1020406247	AXIS 028010200009072	30-10-2015	50	-	-17,00,00,000	Fund Transferred from Deutsche Bank to Axis Bank	Deutsche Bank AG A/c No.0635201-00-0 (Mumbai)

4.1.3.17 Extract for Inflow of INR 17.00 crs in ITNL Axis Bank A/c – 028010200009072 from ITNL Deutsche Bank AG A/c No.0635201-00-0 and Outflow to IL&FS Rail Limited of INR 11.05 crs on 30 Oct 2015

 IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791																																				
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741																																				
Relationship Summary as on 31/03/2016																																				
<table border="1"> <thead> <tr> <th>Bank Account</th> <th>CRN</th> <th>Amount</th> <th>Other Account</th> <th>CRN</th> <th>Outstanding Amount</th> </tr> </thead> <tbody> <tr> <td>Saving</td> <td>INR</td> <td>0.00</td> <td>Loan Against Share</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Current</td> <td>INR</td> <td>99427815.36</td> <td>Loan Against Deposit(s)</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Fixed Deposit</td> <td>INR</td> <td>81275427.00</td> <td>Overdraft Account/s</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Recurring Deposit</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FCNRB</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount	Saving	INR	0.00	Loan Against Share	INR	0.00	Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00	Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00	Recurring Deposit	INR	0.00				FCNRB	INR	0.00			
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount																															
Saving	INR	0.00	Loan Against Share	INR	0.00																															
Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00																															
Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00																															
Recurring Deposit	INR	0.00																																		
FCNRB	INR	0.00																																		
STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016																																				
Scheme	CAC50		Joint Holder Name	-																																

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30-10-2015	TO NEFT/ILFSUPL2910/25-251217699:0		30-10-2015	1478188.00		1074033406.84
30-10-2015	BRN-RTGS-UTIBHI5303023769-CORPORATE KEY-		30-10-2015	827000.00		1073206406.84
30-10-2015	RTGS/DEUTR92015103000000169/IL&FS TRANSPORTATION		30-10-2015	170000000.00		1243206406.84
30-10-2015	BRN-RTGS-UTIBHI5303027007-IL AND FS RAIL -		30-10-2015	110579040.00		1132627366.84
30-10-2015	BRN-RTGS-UTIBHI5303027131-RAPID METRORAIL-		30-10-2015	24500000.00		1108127366.84
30-10-2015	BRN-RTGS-UTIBHI5303027242-RAPID METRO RAI-		30-10-2015	35000000.00		1073127366.84
30-10-2015	RTGS/CRINR52015103010002863/INFRASTRUCTURE LEASING		30-10-2015	1200000000.00		2273127366.84

Document No	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100040989	SA	30-Oct-2015	100031	IL&FS RAIL LIMITED	30-10-2015	50	-	-11,05,79,040	Paid to IL&FS Rail as equity	Axis Bank Ltd. A/c No - 028010200009072
100040990	AB	30-Oct-2015	400070	Rapid Metrorail Gurgaon Limited	30-10-2015	50	-	-2,45,00,000	Paid to RMGL towards equity	Axis Bank Ltd. A/c No - 028010200009072
100040991	AB	30-Oct-2015	100040	Zee Electronics	30-10-2015	50	-	-3,50,00,000	Paid to RMGSL towards equity	Axis Bank Ltd. A/c No - 028010200009072
100040993	SA	30-Oct-2015	1020406285	Deutsche AG 06352	30-10-2015	40	17,00,00,000	-	Fund Transferred from Deutsche Bank to Axis Bank	Axis Bank Ltd. A/c No - 028010200009072
100041007	SA	30-Oct-2015	1020406251	AXIS 08701020001	30-10-2015	50	-	-5,00,000	Fund transfer to ITNL Rajkot	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.18 Extract for Inflow of INR 131.00 crs in ITNL Axis Bank A/c – 028010200009072 from LIVIA India Limited and Outflow to IL&FS Rail Limited, Rapid Metrorail Gurgaon South Limited, and Kiratpur Ner Chowk Expressway Ltd of INR 19.52 crs, INR 7.00 crs, and INR 5.00 crs on 01 Feb 2016

 IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791					
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 0280121741					
Relationship Summary as on 31/03/2016					
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount
Saving	INR	0.00	Loan Against Share	INR	0.00
Current	INR	99427815.36	Loan Against Deposit(s)	INR	0.00
Fixed Deposit	INR	81275427.00	Overdraft Account/s	INR	0.00
Recurring Deposit	INR	0.00			
FCNRB	INR	0.00			
STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016					
Scheme	CAC50		Joint Holder Name	- NOMINATION NOT REGISTERED	
LHEN AMOUNT	0				

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01-02-2016	RTGS/BBKMH16032445143/IL AND FS TRANSPORTATION NET		01-02-2016		36647399.00	54146594.47
01-02-2016	RTGS/CBINR52016020110002565/GUJARAT ROAD AND		01-02-2016		285399.00	54431993.47
01-02-2016	RTGS/DEUTR92016020100000130/IL&FS TRANSPORTATION		01-02-2016		30000000.00	84431993.47
01-02-2016	From LIVIA INDIA		01-02-2016		1310000000.00	1394431993.47
01-02-2016	BRN-RTGS-UTIBH16032012980-BALESHWAR KHARA-		01-02-2016	40000000.00		1354431993.47
01-02-2016	BRN-RTGS-UTIBH16032015191-IL AND FS RAIL -AS PER L		01-02-2016	195204100.00		1159227893.47
01-02-2016	BRN-RTGS-UTIBH16032015287-RAPID METRO RAI-AS PER L		01-02-2016	70000000.00		1089227893.47
01-02-2016	BRN-RTGS-UTIBH16032015557-KIRATPUR NER CH-		01-02-2016	50000000.00		1039227893.47
01-02-2016	BRN-RTGS-UTIBH16032016234-PUNE SHOLAPUR R-		01-02-2016	80000000.00		959227893.47
01-02-2016	BRN-RTGS-UTIBH16032016338-JORABAT SHILLON-		01-02-2016	100000000.00		859227893.47
01-02-2016	BRN-RTGS-UTIBH16032016841-HAZARIBAGH RANC-		01-02-2016	50000000.00		809227893.47

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc / Date	PK	Debit	Credit	Text	Bank name
100053724 AB	01-Feb-2016	203278 S&P Associates			01-02-2016	50	-	1,06,875	Paid S&R Associates twrds	Axis Bank Ltd. A/c No - 028010200009072
100053725 SA	01-Feb-2016	100031 IL&FS RAIL LIMITED			01-02-2016	50	-	19,52,04,100	Paid to IL&FS Rail as equity advance	Axis Bank Ltd. A/c No - 028010200009072
100053726 AB	01-Feb-2016	100040 Zee Electronics			01-02-2016	50	-	7,00,00,000	Paid to RMGSL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100053727 AB	01-Feb-2016	400070 Rapid Metro Rail Gurgaon limited			01-02-2016	50	-	3,50,00,000	Paid to RMGSL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100053728 AB	01-Feb-2016	100016 Kiratpur Ner Chowk Expressway Ltd			01-02-2016	50	-	5,00,00,000	Paid to KNEL towards equity advance	Axis Bank Ltd. A/c No - 028010200009072
100053730 AB	01-Feb-2016	1020406285 Deutsche AG 06352			01-02-2016	50	-	11,00,00,000	Fund transferred from Axis Bank to Deutsche Bank	Axis Bank Ltd. A/c No - 028010200009072
100053831 SA	01-Feb-2016	1020401020 local bnk bal-In FD			01-02-2016	40	3,66,47,399	-	FD Matured	Received Bank of Bahrain for Axis Bank Ltd. A/c No - 028010200009072

4.1.3.19 Extract for Inflow of INR 300.00 crs in ITNL Indian Overseas Bank A/c – 299802000000035 from Indian Overseas Bank and Outflow to Axis Bank A/c – 028010200009072 of INR 300.00 crs on 10 Nov 2017

INDIAN OVERSEAS BANK SPECIALIZED LARGE CORPORATE BR						
customer Account Ledger Report from 01-04-2013 to 30-09-2018						
Account No	299802000000035 M/s IL&FS TRANSPORTATION NETWORKS LTD			Transaction	Transaction	
GL. Date	Value Date	Particulars		Debit Amount	Credit Amount	Balance
10-11-2017	10-11-2017	Cr. For RTGS UTIBH17314005265/IL&FS TRANSPORTATION		31,50,00,000.00	31,50,00,000.00	
10-11-2017	10-11-2017	299803301000022 Draw Down Credit		3,00,00,00,000.00	3,31,50,00,000.00	
10-11-2017	10-11-2017	Charges for PORD Customer Payment :000085353799		67.26		3,31,49,99,932.74
10-11-2017	10-11-2017	RTGS PMT IOBAM17314658136 211 IL&FS TRANSPORTATION		3,00,00,00,000.00		31,49,99,932.74
10-11-2017	10-11-2017	Dr. Tran for funding A/c 299804000000337		30,00,00,000.00		1,49,99,932.74
13-11-2017	13-11-2017	POST EXECUTION VETTING CHARGES PD G. AGRAWAL		16,500.00		1,49,83,432.74
13-11-2017	13-11-2017	TL Upfront Fee		1,47,50,200.60		2,33,232.14
20-11-2017	20-11-2017	NEFT PMT TO RAIL INDIA 7226150001 SALCON CONSULTANCY SERVICES		7,500.00		2,33,232.14

4.1.3.20 Extract for Inflow of INR 300.00 crs in ITNL Indian Overseas Bank A/c – 299802000000035 from ITNL Indian Overseas Bank A/c – 299802000000035 and Outflow to Fagne Songadh Expressway Ltd, and Amravati Chikhli Expressway Ltd of INR 225.00 crs, INR 75 crs on 10 Nov 2017



IL&FS TRANSPORTATION NETWORKS LTD
CTNL, IL&FS FIN CENTRE, BANDRA KURLA
BANDRA (E)
MUMBAI
PIN: 400051
Mobile: 919619127791

SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741

Relationship Summary as on 31/03/2018

Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount
Saving	INR	0.00	Loan Against Share	INR	0.00
Current	INR	3817756533.16	Loan Against Deposit(s)	INR	0.00
Fixed Deposit	INR	92318004.00	Overdraft Account/s	INR	0.00
Recurring Deposit	INR	0.00			
FCNRB	INR	0.00			

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2017 AND 31-03-2018

Scheme	CAC50	Joint Holder Name	-
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TRANSACTIONS

Date	Description	Date	Amount	Date	Amount	
10-11-2017	BRN-RTGS-UTIBR1/314005265-IL AND FS TRANS-			10-11-2017	315000000.00	3626927.08
10-11-2017	RTGS/UTIBR5201711L000328677/120000701010002017/L	10-11-2017	3698630.00			32578297.08
10-11-2017	RTGS/IOBAR52017111100658136/IL FS TRANSPORTATION N	10-11-2017			3000000000.00	3032578297.08
10-11-2017	DD ISSUED AT 3089	10-11-2017	2500000.00			3032328297.08
10-11-2017	TO AMRAVATI CHKHLI EXPRESSWAY	10-11-2017	750000000.00			2282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD	10-11-2017	1000000000.00			1282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD	10-11-2017	1000000000.00			282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD	10-11-2017	250000000.00			32328297.08

DETAILS OF TRANSACTIONS

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
100008459	SA	10-Nov-2017	1020406074	IOB 000035 - Crg	10-11-2017	50	-	-31,50,00,000	Fund Transfer from Axis 72 to IOB	Axis Bank Ltd. A/c No - 028010200009072
100008592	SA	10-Nov-2017	1020406074	IOB 000035 - Crg	10-11-2017	40	3,00,00,00,000	-	Fund Transfer from IOB to Axis 72	Axis Bank Ltd. A/c No - 028010200009072
100009016	AB	10-Nov-2017	1020406247	AXIS 028010200009072	10-11-2017	40	1,22,00,00,000	-		Axis Bank Ltd. A/c No - 028010200009072
100009016	AB	10-Nov-2017	1020406247	AXIS 028010200009072	10-11-2017	50	-	-1,22,00,00,000		Axis Bank Ltd. A/c No - 028010200009072
1100000147	DZ	10-Nov-2017	400226	Amravati Chikhli Expressway Ltd	10-11-2017	50	-	-75,00,00,000	Paid application money to ACEL	Axis Bank Ltd. A/c No - 028010200009072
1100000148	DZ	10-Nov-2017	400225	Fagne Songadh Expressway Ltd	10-11-2017	50	-	-2,25,00,00,000	Paid application money to FSEL	Axis Bank Ltd. A/c No - 028010200009072
1100000176	DZ	10-Nov-2017	BP1290	IL&FS LIMITED	10-11-2017	50	-	-4,81,315	Interest Payment or Repay of ILFS 122cr	Axis Bank Corporate 028010200009072
									Paid to Axis Bank Corporate	Axis Bank Ltd. A/c No -

4.1.3.21 Extract for Inflow of INR 75.00 crs in ITNL Axis Bank A/c – 028010200009072 from Bank of Baroda and Outflow to Barwa Adda Express Ltd of INR 12.75 crs on 01 Jan 2018

AXIS BANK										
IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791										
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 028021741										
Relationship Summary as on 31/03/2018										
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount					
Saving	INR	0.00	Loan Against Share	INR	0.00					
Current	INR	3817756533.16	Loan Against Deposit(s)	INR	0.00					
Fixed Deposit	INR	92318004.00	Overdraft Account/s	INR	0.00					
Recurring Deposit	INR	0.00								
FCNRB	INR	0.00								
STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2017 AND 31-03-2018										
Scheme	CAC50	Joint Holder Name	-							
30-12-2017	BRN-NEFT-AXISFI17364084326-IL AND FS TRANS-		30-12-2017	65493612.00		17956553.14				
30-12-2017	NEFT/SK/AXSK17364002057/028/ITNL ROAD INFRASTRUC		30-12-2017	4100000.00		13856553.14				
30-12-2017	NEFT/BARBXI17364366105/RTGS		30-12-2017		2500000000.00	2513856553.14				
30-12-2017	BRN-NEFT-AXISFI17364084506-IL AND FS TRANS-		30-12-2017	112500000.00		2401356553.14				
30-12-2017	BRN-NEFT-AXISFI17364084514-IL AND FS TRANS-		30-12-2017	799790109.00		1601566444.14				
30-12-2017	BRN-NEFT-AXISFI17364084521-IL AND FS TRANS-		30-12-2017	250000000.00		1351566444.14				
30-12-2017	BRN-NEFT-AXISFI17364084527-JL AND FS TRANS-		30-12-2017	118750000.00		164066444.14				
30-12-2017	NEFT/BARBXI17364365661/RTGS		30-12-2017		5000000000.00	5164066444.14				
30-12-2017	INFRASTRUCTURE LEASING & FINANCIAL SERVICES		30-12-2017	4000000000.00		1164066444.14				
30-12-2017	NEFT/PUNBH17364676395/ROAD INFRASTRUCTURE DEVP CO.		30-12-2017		146861.00	1164213305.14				
30-12-2017	MORABADABAD BIRELLY EXPRESSWAY LTD.		30-12-2017	637421233.00		526792072.14				
01-01-2018	BRN-RTGS-UTIBH18001085027-BARWA ADDA EXP-		01-01-2018	12750000.00		399292072.14				
01-01-2018	BRN-RTGS-UTIBH18001085051-BALESHWAR KHARA-		01-01-2018	32111918.00		367180154.14				
01-01-2018	BRN-RTGS-UTIBH18001085063-KHED SINNAR EXP-		01-01-2018	14180000.00		225380154.14				
01-01-2018	BRN-RTGS-UTIBH18001085136-KIRATPUR NER CH-		01-01-2018	11180000.00		113580154.14				
DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc/ Date	PK	Debit	Credit	Text	Bank name
11000009214B	DZ	01-Jan-2018	100400047	AN 5028010200009072	01-01-2018	-50				Axis Bank Ltd. A/c No - 028010200009072
1100000206	DZ	01-Jan-2018	100102	ELSAMEX MAINTENANCE SERVICES LIMITE	01-01-2018	50	-	-12,75,00,000	Paid application money to BAEL	Axis Bank Ltd. A/c No - 028010200009072
1200009947	KZ	01-Jan-2018	200739	Dineshchandra R Agarwal Infracon Pv	01-01-2018	50	-	-2,58,99,598	Paid Dineshchandra R Agarwal Infracon Pv Bill No.01 July 17	Axis Bank Ltd. A/c No - 028010200009072
1200009948	KZ	01-Jan-2018	200886	Type House	01-01-2018	50	-	-1,378	Paid Type House twrds Purchase of Mouse,Laptop cha	Axis Bank Ltd. A/c No - 028010200009072

4.1.3.22 Extract for Inflow of INR 29.50 crs in ITNL Axis Bank A/c – 028010200009072 from CP from Bhopal Co-operative Bank and Outflow to ITNL Yes Bank Ltd. CC A/c - 000185700000560 of INR 35.00 crs on 03 Jan 2018

 IL&FS TRANSPORTATION NETWORKS LTD CTNL, ILFS FIN CENTRE, BANDRA KURLA BANDRA (E) MUMBAI PIN: 400051 Mobile : 919619127791																																					
SUMMARY OF ACCOUNTS HELD UNDER CUSTOMER ID 02801741																																					
Relationship Summary as on 31/03/2018 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Bank Account</th> <th>CRN</th> <th>Amount</th> <th>Other Account</th> <th>CRN</th> <th>Outstanding Amount</th> </tr> </thead> <tbody> <tr> <td>Saving</td> <td>INR</td> <td>0.00</td> <td>Loan Against Share</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Current</td> <td>INR</td> <td>3817756533.16</td> <td>Loan Against Deposit(s)</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Fixed Deposit</td> <td>INR</td> <td>92318004.00</td> <td>Overdraft Account/s</td> <td>INR</td> <td>0.00</td> </tr> <tr> <td>Recurring Deposit</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FCNRB</td> <td>INR</td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount	Saving	INR	0.00	Loan Against Share	INR	0.00	Current	INR	3817756533.16	Loan Against Deposit(s)	INR	0.00	Fixed Deposit	INR	92318004.00	Overdraft Account/s	INR	0.00	Recurring Deposit	INR	0.00				FCNRB	INR	0.00			
Bank Account	CRN	Amount	Other Account	CRN	Outstanding Amount																																
Saving	INR	0.00	Loan Against Share	INR	0.00																																
Current	INR	3817756533.16	Loan Against Deposit(s)	INR	0.00																																
Fixed Deposit	INR	92318004.00	Overdraft Account/s	INR	0.00																																
Recurring Deposit	INR	0.00																																			
FCNRB	INR	0.00																																			
STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2017 AND 31-03-2018 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Scheme</th> <th>CAC50</th> <th>Joint Holder Name</th> <th>-</th> </tr> </thead> </table>		Scheme	CAC50	Joint Holder Name	-																																
Scheme	CAC50	Joint Holder Name	-																																		

03-01-2018	RTGS/RATNFI18003995356/BRANCH ROUTING CLEARING/URG		03-01-2018		91217626.96	139247489.47
03-01-2018	TRF FRM 916020012624391		03-01-2018		254987460.00	394234949.47
03-01-2018	TO IL AND FS TRANSPORTATION NET		03-01-2018	618000.00		393616949.47
03-01-2018	TO L AND T INFRA DEBT FUND LTD		03-01-2018	976253.00		392640696.47
03-01-2018	NEFT/AXISCN0016266788/I20000857410002017/PUNJ LLO		03-01-2018	2000000.00		390640696.47
03-01-2018	NEFT/AXISCN0016266789/I20000857710002017/H.R.Cons		03-01-2018	1483352.00		389157344.47
03-01-2018	Core banking/CB0003114826/010001005310002017/Axis		03-01-2018	100000.00		389057344.47
03-01-2018	Core banking/CB0003114197/I20000856310002017/Ques		03-01-2018	749675.00		388307669.47
03-01-2018	NEFT/AXISCN0016271099/010001006510002017/Yes Bank		03-01-2018	350000000.00		38307669.47
03-01-2018	NEFT/SBIN318003514791/BALESHWAR KHARAGPUR EXPRESSW		03-01-2018		5752730.00	44060399.47
03-01-2018	Core banking/CB0003115454/I20000858410002017/QUES		03-01-2018	1243599.00		42816800.47

4.1.3.23 Extract for Inflow of INR 35.00 crs in ITNL Yes Bank Ltd. CC A/c - 000185700000560 from ITNL Axis Bank A/c – 028010200009072 and Outflow to Amravati Chikhli Expressway Ltd 5.00 crs on 04 Jan 2018

DocumentNo	Type	Pstng Date	Offst.acct	Name of offsetting account	Doc / Date	PK	Debit	Credit	Text	Bank name
100010065	SA	03-Jan-2018	1020406247	AXIS 028010200009072	03-01-2018	40	35,00,00,000	-	FUND TRF TO YES560 FRM AX9072_03.01.2018	Yes Bank Ltd. CC A/c No - 000185700000560
1100000210	DZ	04-Jan-2018	400226	Amravati Chikhli Expressway Ltd	04-01-2018	50	-	-5,00,00,000	Paid application money to ACEL	Yes Bank Ltd. CC A/c No - 000185700000560

4.1.4 Potential anomalies in loan facilities availed from Indusind Bank

4.1.4.1 Extract of Inflow of INR 300.00 crs in ITNL Indusind Bank A/c – 200000031541 from IL&FS utilized for repayment of a loan of INR 547.75 crs and fresh loan of INR 500.00 crs taken from Indusind Bank A/c – 200000031541 transferred to ITNL on 29 September 2017

IndusInd Bank		Statement Of Account	
IL AND FS TRANSPORTATION NETWORKS L		Period : 01-04-2013 to 30-09-2018	
LTD THE IL AND FS FINANCIAL CENTRE PLOT C-22 G BLOCK BANDRA KURLA COMPLEX MUMBAI MUMBAI - 400051 MAHARASHTRA, INDIA		Cust.Reln.No : 10087016	
		Account Number : 200000031541	
		Currency : INR	
		IFSC Code : IND0000001	
		MICR CODE : 400234002	
		Nomination Registered : N	
		Product Description : CURRENT ACCOUNT CORPORATE	
28-SEP-17	RTGSUTIBR52017092800088280INFRASTRUC TURE LEASING 028010200022756 0000984739899UTB0000248	1000000000.00 Cr	1002678074.03 Cr
28-SEP-17	RTGSHDFCR52017092854686151INFRASTRUC TURE LEASING 024003400000027 000098468177HDFC0999999	1000000000.00 Cr	2002678074.03 Cr
28-SEP-17	RTGSUTIBR52017092800088195INFRASTRUC TURE LEASING 028010200022756 0000984739899UTB0000248	1000000000.00 Cr	3002678074.03 Cr
28-SEP-17	NEFTAXSK17271002008811 AMP FS FINANCIAL SERVICES 028010200014100 0000985205262UTB0000248	25000000.00 Cr	302678074.03 Cr
28-SEP-17	NEFTAXISF1727109707611 FS TRANSPORTATION NETWORK 02801020000072	25000000.00 Cr	3052678074.03 Cr
28-SEP-17	NEFTN2711703760200531L AND FS FINANCIAL SERVICES 00600340028392 00009852000520005HDFC0000000	475000000.00 Cr	352678074.03 Cr
28-SEP-17	NEFTAXISF1727109578711 FS FINANCIAL SERVICES L 028010200014100 0000985208656UTB0000028	600000000.00 Cr	412678074.03 Cr
28-SEP-17	NEFTN27117037658678611 AND FS FINANCIAL SERVICES 00600340028392 00009852000520005HDFC0000000	1350000000.00 Cr	5477678074.03 Cr
28-SEP-17	Loan Account Payments For : 514003464948	5477538074.00 Dr	140000.03 Cr
29-SEP-17	TOWARDS INT RECOVERY OF SHORT TERM LOAN FOR ITNL VALUE DATE:28-SEP-17	6712329.00 Cr	6852329.03 Cr
29-SEP-17	RTGSINDBR22017092900853472IL AND FS TRANSPORTATI 028010200009072 000098532568AXIS BANK LTD	5000000000.00 Dr	4993147670.97 Dr

4.1.4.2 Extract of Inflow of INR 500.00 crs in ITNL Axis Bank – 028010200009072 from Indusind Bank A/c – 200000031541 and further utilized for repayment of a loan of IL&FS of INR 300.00 crs on 29 September 2017

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
29-09-2017	BRN-RTGS-UTIBH17272002360-OSCAR INFRA PVT-		29-09-2017	226800000.00		238930605.79
29-09-2017	BRN-RTGS-UTIBH17272002490-KHED SINNAR EXP-		29-09-2017	120000000.00		118930605.79
29-09-2017	RTGS/INDBR22017092900853472/IL FS TRANSPORTATION		29-09-2017	5000000000.00		5118930605.79
29-09-2017	BRN-RTGS-UTIBH17272002538-KIRATPUR NER CH-		29-09-2017	60000000.00		5058930605.79
29-09-2017	TO IL AND FS RAIL LIMITED		29-09-2017	13111914.00		5045818691.79
29-09-2017	INFRASTRUCTURE LEASING AND F		29-09-2017	1000000000.00		4045818691.79
29-09-2017	INFRASTRUCTURE LEASING AND F		29-09-2017	1000000000.00		3045818691.79
29-09-2017	INFRASTRUCTURE LEASING AND F		29-09-2017	1000000000.00		2045818691.79
29-09-2017	BRN-NEFT-AXISFI7272003169-RAPID METRORAIL-		29-09-2017	60000000.00		1985818691.79

4.1.5 Potential instances where loan facilities availed from IFIN were utilised to repay outstanding loans of IFIN

4.1.5.1 Extract of dated 20 April 2017 for Inflow of INR 100 crs in PSRDCL Bank of India A/c – 011920110000247 from IFIN and further utilized for repayment of a loan of ITNL of INR 100 crs

 Andheri Lcb Branch						
Date: 30/08/2018						
Name	PUNE SHOLAPUR ROAD DEVELOPMENT CO					
Address	PUNE SHOLAPUR ROAD DEVELOPMENT CO ILFS FINANCIAL CENTRE PLOT 22-C, G BLOCK BKC, BANDRA E MUMBAI					
Account Statement: For the period April 01, 2016 to August 31, 2018						
1374	20-04-2017	RTGS/IL AND FS FINANCIAL SERVICES LIMITE			1,00,00,00,000.00	1,00,22,99,840.45
1375	20-04-2017	NEFT-ETC POOL AC			1,34,595.00	1,00,24,34,435.45
1376	20-04-2017	NEFT-ETC POOL AC			2,66,475.00	1,00,27,00,910.45
1377	20-04-2017	RTGS/IL&FS TRANSPORTATION			1,00,00,00,000.00	27,00,910.45
1378	20-04-2017	NEFT/INFRASTRUCTURE LEASI			25,31,981.00	1,68,929.45

4.1.5.2 Extract of Transaction dated 20 April 2017 for Inflow of INR 100 crs in ITNL Axis Bank – 028010200009072 and further utilized for providing loan to JRPICL of INR 100 crs

STATEMENT FOR A/C : 028010200009072 BETVEEN 01-04-2017 AND 31-03-2018						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI [MH]			
20-04-2017	BRN-RTGS-UTIBH17110025175-IL AND FS TRANS-		20-04-2017	10905205.00		267898190.51
20-04-2017	RTGS/BKIDH17110310817/PUNE SHOLAPUR ROAD DEVO		20-04-2017		1000000000.00	1267898190.51
20-04-2017	JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIM		20-04-2017	1000000000.00		267898190.51
20-04-2017	TRANSFER/TB/25-52994B111-I/Uday Pawar		20-04-2017	2844.00		267895346.51
20-04-2017	TRANSFER/TB/25-529938081-I/Vishal Bhatia		20-04-2017	5500.00		267889846.51

4.1.5.3 Extract of Transaction dated 20 April 2017 for Inflow of INR 100 crs in JRPICL Axis Bank A/c – 909020033205506 and further utilized for repayment of the loan to IFIN of INR 100 crs

						
JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIM						
Joint Holder :- 443A ROAD NO-5 ASHOK NAGAR						
RANCHI JHARKHAND PIN834002						
Customer No -832246062 Scheme :CA-CEN/STATE PUB SECT-PSU Currency :INR						
Statement of Axis Account No -909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)						
19-04-2017	19-04-2017	BRN-CLG-CHQ PAID TO ZED PROTECTION SECURITY S	893666	42827.00	DR	1308056.00
20-04-2017	20-04-2017	IL&FS TRANSPORTATION NETWORKS LTD		1000000000.00	CR	1001308056.00
20-04-2017	20-04-2017	TO IL & FS FINANCIAL SERVICES LIMITED		1000000000.00	DR	1308056.00
21-04-2017	21-04-2017	IL&FS TRANSPORTATION NETWORKS LTD		75000000.00	CR	751308056.00

4.1.6 Potential instances where loan facilities availed from IFIN were utilised to repay outstanding loans of IFIN

4.1.6.1 Extract for Inflow of INR 171.55 crs in PSRDCL Bank of India A/c – 011920110000247 from IFIN and further utilized for repayment of a loan of ITNL of INR 171.55 crs

 Andheri Lcb Branch						
Date: 30/08/2018						
Name	Address				Account No	
	: PUNE SHOLAPUR ROAD DEVELOPMENT CO : PUNE SHOLAPUR ROAD DEVELOPMENT CO ILFS FINANCIAL CENTRE PLOT 22-C, G BLOCK BKC, BANDRA E MUMBAI				Customer ID	: 011920110000247
					Account Type	: Current Account
					IFSC Code	: BKID0000119
					MICR Code	:
Account Statement: For the period April 01, 2016 to August 31, 2018						
1379	21-04-2017	BY CLG-AXS- 365668			3,05,753.00	4,74,682.45
1380	21-04-2017	RTGS/IL AND FS FINANCIAL SERVICES LIMITED			1,71,55,00,000.00	1,71,59,74,682.45
1381	21-04-2017	NEFT-Pune Sholapur Road Development			1,06,102.15	1,71,60,80,784.60
1382	21-04-2017	RTGS/IL&FS TRANSPORTATION			1,71,55,00,000.00	5,80,784.60
1383	21-04-2017	RTGS/PUNE SHOLAPUR ROAD DEVELOPMENT COMP			3,14,56,088.00	3,20,36,082.00

4.1.6.2 Extract of Transaction dated 21 April 2017 for Inflow of INR 171.55 crs in ITNL Axis Bank – 028010200009072 and further utilized for providing loan to JRPICL of INR 171.55 crs

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2017 AND 31-03-2018						
Scheme	CAC50	Joint Holder Name	-	Nomination	NOMINATION NOT REGISTERED	
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED	Nomination Name	NOMINATION NOT REGISTERED	
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED	A/C Open Date	22/01/2004	
MICR Code	400211007	A/C Open Date	22/01/2004	Branch Name	BANDRA(W), MUMBAI [MH]	
CRN	INR	Branch Name	BANDRA(W), MUMBAI [MH]			
21-04-2017	RTGS/UTBIH17111075085/IL AND FS TRANSPORTATION NET			21-04-2017	200000000.00	227481045.91
21-04-2017	RTGS/BKIDH17111378479/PUNE SHOLAPUR ROAD DEVELO			21-04-2017	1715500000.00	1942981045.91
21-04-2017	TO JHARKHAND ROAD PROJECTS IMPLEMENTATION			21-04-2017	75000000.00	1192981045.91
21-04-2017	TO JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY			21-04-2017	965500000.00	227481045.91
21-04-2017	BRN-RTGS-UTIBH1711046158-INFRASTRUCTURE -			21-04-2017	220131383.00	7349662.91

4.1.6.3 Extract Inflow of INR 171.55 crs in JRPICL Axis Bank A/c – 909020033205506 and further utilized for repayment of the loan to IFIN of INR 96.55 crs and Nana Layja Power Company Limited of INR 75 cr

AXIS BANK						
JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LTD						
Joint Holder :- - 443A ROAD NO-5 ASHOK NAGAR.						
RANCHI JHARKHAND PIN834002						
Customer No :832246062 Scheme :CA-CEN/STATE PUB SECT-PSU Currency :INR						
Statement of Axis Account No :909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)						
21-04-2017	21-04-2017	IL&FS TRANSPORTATION NETWORKS LTD	750000000.00	CR	751308056.00	BANDRA(W), MUMBAI, [MH]
21-04-2017	21-04-2017	IL&FS TRANSPORTATION NETWORKS LTD	965500000.00	CR	1716808056.00	BANDRA(W), MUMBAI, [MH]
21-04-2017	21-04-2017	TO NANA LAYJA POWER COMPANY LIMITED	750000000.00	DR	966808056.00	BANDRA(W), MUMBAI, [MH]
21-04-2017	21-04-2017	TO IL AND FS FINANCIAL SERVICES LIMITED	965500000.00	DR	1308056.00	BANDRA(W), MUMBAI, [MH]
25-04-2017	25-04-2017	BRN-CLG-CHQ PAID TO SHANTI KUMARI	893669	37800.00	DR	1270256.00
						CCGOI HYDERABAD HYD TG

4.1.7 Potential instances where loan facilities availed from ITNL were utilised to repay outstanding loans of ITNL

4.1.7.1 Extract of Outflow of INR 100.00 crs from ITNL Axis Bank – 028010200009072 to JRPICL on 15 February 2017

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
TOP						
15-02-2017	FRM JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY		15-02-2017	200000000.00		
15-02-2017	TO JHARKHAND ROAD PROJECTS		15-02-2017	800000000.00		

4.1.7.2 Extract of Inflow of INR 100.00 crs in JRPICL Axis Bank A/c – 909020033205506 from ITNL and further utilized for repayment of the loan to IRL of INR 100.00 crs on 15

February 2017

AXIS BANK						
<u>JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LTD</u>						
Joint Holder :- -						
443A ROAD NO-5 ASHOK NAGAR						
RANCHI JHARKHAND PIN834002						
Customer No :832246062 Scheme :CA-CEN/STATE PUB.SECT-PSU Currency :INR						
Statement of Axis Account No :909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)						
15-02-2017	15-02-2017	FIRM JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY		3DDDDDDDD.00	CR.	
15-02-2017	15-02-2017	FIRM IL&FS TRANSPORTATION NETWORKS LTD		8DDDDDDDD.00	CR.	
15-02-2017	15-02-2017	TO IL AND FS RAIL LTD		1DDDDDDDD.00	DR.	

4.1.7.3 Extract of Inflow of INR 100.00 crs in ITNL Axis Bank – 028010200009072 from IRL on 15 February 2017

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
15-02-2017	TRF/IL&FS RAIL LIMITED (FORMERLY ITNL ENSO R		15-02-2017			50000000.00
15-02-2017	BRN-NEFT-AXISFI7046057545-ARJUN TRAVELS-		15-02-2017		22004.00	
15-02-2017	TRF/IL&FS RAIL LIMITED (FORMERLY ITNL ENSO R		15-02-2017			50000000.00

4.1.7.4 Extract of the email dated 15 February 2017 sent by Ajay Menon to Vijay Kini discussing the routing transaction to be done and Vijay Kini's further reply

From: Ajay Menon/ITNL
 To: Vijay Kini/ITNL@ILFS, Sachin Mohite/ITNL@ILFS
 Cc: Dilip Bhafna/ITNL@ILFS
 Date: 15/02/2017 15:17
 Subject: JRPICL - IRL

Vijay:

Based on today's discussion the following routing is being done today:

ITNL will infuse Rs.80 Crores in JRPICL as Term loan.

JRPICL will repay IRL Rs.80 Crores (Part repayment of existing loan of Rs.150 cr) along with the accrued interest of ~Rs.1.60 cr.

IRL will give term loan to ITNL Rs.80 Cr

This fresh loan availed by ITNL from IRL will be assigned to a SPV (to be identified)

Rgds

From: Vijay Kini/ITNL
 To: Ajay Menon/ITNL@ILFS
 Cc: Dilip Bhafna/ITNL@ILFS, Sachin Mohite/ITNL@ILFS, Manoj Agarwal/ITNL@ILFS
 Date: 15-02-2017 15:44
 Subject: Re: JRPICL - IRL

Since claim is in RPR - II project, the relevant project specific loans is required to be adjusted / assigned. Hence suggest the following:

- Re-assign Rs 100 crs from IRL
- Re-assign Rs 7 crs from Nana Lyaja

Regards

Vijay Kini

4.1.8 Potential instances where loan facilities availed from IAL were utilised to repay outstanding loans of IAL

4.1.8.1 Extract for Inflow of INR 60.00 crs in JRPICL Axis Bank A/c 909020033205506 from IAL and further utilized for repayment of the loan to ITNL of INR 60.00 crs on 29 June 2016

AXIS BANK							
JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIM Joint Holder :- 443A ROAD NO-5 ASHOK NAGAR. RANCHI JHARKHAND PIN834002							
Customer No :832246062 Scheme :CA-CEN-STATE PUB.SECT-PSU Currency :INR							
Statement of Axis Account No :909020033205506 for the period (From : 01-10-2009 To : 22-05-2017)							
29-06-2016	29-06-2016	IL&FS AIRPORTS LIMITED		60000000.00	CR	60047671.00	BANDRA(W), MUMBAI [MH]
29-06-2016	29-06-2016	IL&FS TRANSPORTATION NETWORKS LTD		60000000.00	DR	447671.00	BANDRA(W), MUMBAI [MH]

4.1.8.2 Extract for Inflow of INR 60.00 crs in ITNL Axis Bank – 028010200009072 from JRPICL and further utilized for payment to IAL INR 60.00 crs on 29 June 2016

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2016 AND 31-03-2017						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
29-06-2016	RTGS/ICBKHI6181020297/IL AND FS TRANSPORTATION NET		29-06-2016	120000000.00		1592872592.97
29-06-2016	IL&FS AIRPORT LIMITED		29-06-2016	60000000.00		992872592.97
29-06-2016	JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIM		29-06-2016	60000000.00		1592872592.97
29-06-2016	BRN-RTGS-UTIBHI6181013837-INFRASTRUCTURE -		29-06-2016	60000000.00		992872592.97
29-06-2016	BRN-RTGS-UTIBHI6181014258-JURIS CORP-		29-06-2016	1993106.00		990879486.97

4.1.9 Potential anomalies in the equity contribution by Spanco Limited and fees paid to ITNL in MPBCDCL

4.1.9.1 Extract of PIM of MPBCDCL (March 2011)

CONFIDENTIAL

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED

Development of Border Check Posts in Madhya Pradesh

A BOT CHECKPOST PROJECT IN MADHYA PRADESH



PROJECT INFORMATION MEMORANDUM

SOLE ADVISOR & ARRANGER

IL&FS Financial Services
IL&FS Financial Services Limited

March 2011

The details of the proposed funding pattern are given below:

(a) Equity

The total requirement of Sponsor contribution for the Project is Rs 405 cr of which Rs 202.50 cr would be contributed by ITNL and Spanco as paid up equity in the ratio of 51:49 respectively

4.1.9.2 Extract of PDF/PMF agreements dated 03 November 2010 and 03 January 2011 between ITNL and MPBCDCL

This Memorandum of Agreement (MOA) is signed on this 3rd day of November 2010 by and among the following three parties, namely: -

IL&FS TRANSPORTATION NETWORKS LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as "ITNL" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

AND

SPANCO LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at B-22, Krishna Bhavan, B. S. Deoshi Marg, Deonar, Mumbai – 400 088 India, hereinafter referred to as "SPANCO" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)



(8) The Parties agree that the consortium has put considerable efforts in success of the Project and the Consortium is eligible for a fee as detailed below from the MPBCDCL

- a) Project Development Fee/Success Fee for the activities carried out as specified at point 7 (a) above shall be a onetime payment equal to Rs. 41.00 Crs. upon signing of the Concession Agreement between MPRDC and MPBCDCL
- b) Project Development Fee/Success Fee for the activities carried out as specified at point 7 (b) above shall be a onetime payment equal to Rs. 41.00 Crs. after signing of Concession Agreement by MPRDC and MPBCDCL.

The above Fee shall be inclusive of all taxes & duties as applicable.

(9) ITNL and SPANCO shall be eligible for 50% of the Fee specified at 7(a) & 7(b) above. The above mentioned Fee shall be billed by each Party directly to the MPBCDCL and accordingly the same shall be paid by MPBCDCL to the respective Party.

This Memorandum of Agreement (MoA) is signed on 3rd Day of January 2014 by and among the following two parties, namely:

IL&FS TRANSPORTATION NETWORKS LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, hereinafter referred to as "ITNL" (which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

AND

SPANCO LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at B-22, Krishna Bhavan, B. S. DeoShi Marg, Deonar, Mumbai - 400 088 India, hereinafter referred to as "SPANCO" (which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)



RKA

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (7) The Parties agree that the SPV shall pay ITNL and Spanco fees of Rs.70.50 Crore and Rs. 70.50 crore respectively for the services provided in Sr. no. (6)

The above Fee shall be inclusive of all taxes & duties as applicable.

4.1.9.3 Extract of financial statements of SIIL indicating SIIL had provided a loan of INR 38.94 crs to Spanco Limited during FY 2012-13

Textual information (12)

Disclosure of notes on related party explanatory [Text Block]

13 Related party disclosures under Accounting Standard 18 issued by the Institute of Chartered Accountants of India

a) List of Related Parties

Spanco Limited is ½ Holding Company

b) The Company has entered into transactions with the party listed above during the Period under consideration. Full disclosures have been made and the board considers such transactions to be in normal course of business and at rates agreed between the parties. Details of the transactions are as follows:

HOLDING COMPANY - SPANCO LIMITED

Nature of Transaction " As at March 31, 2013 " " As at March 31, 2012 "

Interest Charged	2,845	4,201
Loan \ Advances Taken	5,25,981	14,970
Loan \ Advances Given	38,93,93,167	-
Loan \ Advances Repaid	6,07,403	828
Loan \ Advances Recovered	57,728	-
Outstanding Credit balance	-	80,852
Outstanding Debit balance	38,93,32,879	-

4.1.9.4 Extract of note provided by the representatives of ITNL indicating equity contribution of INR 39.00 crs by Spanco Limited in MPBCDCL

2. Statement of equity funding by ~~Spanco~~ during 2012-13 is provided below:

Date	Amount
27-Jun-12	19,00,00,000
29-Jun-12	10,00,00,000
03-Jul-12	10,00,00,000
Total	39,00,00,000

4.1.9.5 Extract of MCA Records of SIIL

Company/LLP Master Data

CIN	U72900MH2008PTC180745
Company Name	SPANCO IT INFRASTRUCTURE PRIVATE LIMITED
ROC Code	RoC-Mumbai
Registration Number	180745
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	500000
Paid up Capital(Rs)	100000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	02/04/2008
Registered Address	8th Floor, Godrej Coliseum, Somaiya Hospital Road, Off.Eastern Express Highway, Sion(E), Mumbai Mumbai City MH 400022 IN
Address other than R/o where all or any books of account and papers are maintained	Vishwaroop Infotech Park,7th Floor Sector 30A, Opp. Vashi Railway Station,Vashi Navi Mumbai 400706 MH
Email Id	cs@spancotele.com
Whether Listed or not	Unlisted
ACTIVE compliance	
Suspended at stock exchange	-
Date of last AGM	24/09/2013
Date of Balance Sheet	31/03/2013
Company Status(for efiling)	Strike Off

4.1.9.6 Extract of the agreement dated 20 April 2011 and 03 January 2012 between ITNL, Spanco Limited and MPBCDCL

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (1) Spanco has expressed its inability to continue providing the services under the Development Agreement dated April 20, 2011 entered into with MPBCDCL and had requested ITNL to take over the remaining obligations there under. ITNL has agreed to take over the obligations of Spanco and provide the required services to MPBCDCL for completion of the project.
- (2) Since Spanco is not fulfilling the obligations, the Project Development Fees that they charged to MPBCDCL is to be paid by Spanco to ITNL as ITNL is taking over the obligations of Spanco.
- (3) Spanco will pay the Project Development Fees to ITNL in six monthly equal installments as under:

I. 31 st January 2012	Rs. 20.00 crs
II. 29 th February 2012	Rs. 20.00 crs
III. 31 st March 2012	Rs. 15.00 crs
IV. 30 th April 2012	Rs. 20.00 crs
V. 31 st May 2012	Rs. 20.00 crs
VI. 30 th June 2012	Rs. 16.50 crs

THIS AGREEMENT MADE AT GURGAON ON THE 3rd DAY OF JANUARY, 2012

BETWEEN

IL&FS TRANSPORTATION NETWORKS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at The IL&FS Financial Centre, Plot No. C-22, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 and having a representative office at 3rd Floor, The Ambience Corporate Tower, Ambience Island, National Highway No. 8, Gurgaon 122 001, Haryana (hereinafter referred to as "ITNL" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

SPANCO LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-22, Krishna Bhuvan, B.S. Deoshi Marg, Deonar, Mumbai 400088 also having office at 101-110, Level I, 1st Floor, Somdutt, Chambers I, Bhikaji Cama Place, New Delhi – 110 066 (hereinafter referred to as

2

"Spanco" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART;

AND

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No. C-22, G-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 (hereinafter referred to as "MPBCDCL" / "the Company" which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

4.1.9.7 Extract of note provided by the representatives of ITNL indicating refund of PDF/PMF of INR 30.56 crs from Spanco Limited to ITNL and adjustment of INR 64.70 crs in

the books of ITNL

3. The statement of account of Spanco in ITNL is provided below:



Date	Particulars	Value Date	Debit	
30-03-2012	PJV/03/1112/1277	30-03-2012	55,00,00,000	
30-04-2012	PJV/04/1213/0445	30-04-2012	55,00,00,000	
26-06-2012	PJV/06/1213/0791	26-06-2012	1,50,00,000	
	Sub-total (A)		1,11,50,00,000	A
	Payments Made			
22-02-2012	PJV/02/1112/1019	22-02-2012	8,00,00,000	
19-06-2012	JN054293 PBR/06/1213/0029	19-06-2012	-4,53,82,087	
20-06-2012	JN054351 PBR/06/1213/0032	20-06-2012	-3,62,93,874	
26-06-2012	JN054729 PBR/06/1213/0041	26-06-2012	-9,32,82,570	
27-06-2012	JN054727 PBR/06/1213/0043	27-06-2012	-67,17,431	
27-06-2012	JN054675 PBR/06/1213/0050	27-06-2012	-9,39,75,561	
30-06-2012	JN055228 PBR/06/1213/0083	30-06-2012	-9,99,77,123	
03-07-2012	JN055855 PBR/07/1213/0004	03-07-2012	-99,57,558	
31-03-2014	100035153 (Assignment of dues)	31-03-2014	-56,42,52,577	
22-04-2014	100012001 (Adj of Share Purchase)	22-04-2014	-8,27,81,100	
	Sub-total (B)		-95,26,19,881	B
	Closing Balance (A - B)		16,23,80,119	



4.1.9.8 Extract of bank statements of MPBCDCL indicating the source of refund amounting to INR 29.00 crs was paid by MPBCDCL project to Spanco in the nature of PDF/PMF expenses

1. The statement of account of Spanco in MPBCDCL is provided below:

Date	Particulars	Billing	TDS	Payable net of TDS	
31/03/2011	Project Development Fees	41,00,00,000	4,10,00,000	36,90,00,000	
31/03/2011	Project Advisory Fees	70,50,00,000	7,05,00,000	63,45,00,000	
17/10/2011	Milestone Payment - Spanco	10,06,91,767	20,13,835	9,86,77,932	
17/10/2011	Milestone Payment - Spanco	3,80,04,042	7,60,081	3,72,43,961	
26/12/2011	Milestone Payment - Spanco	6,08,08,390	12,16,168	5,95,92,222	
20/02/2012	Milestone Payment - Spanco	26,44,00,000	52,88,000	25,91,12,000	
	Sub-total (A)	1,57,89,04,199	12,07,78,084	1,45,81,26,115	A
	Payments Made				
18/02/2011	Axis Bank Account No. 910020045095089			-5,00,00,000	
21/02/2012	Canara Bank Current A/c.2624201000163			-25,91,12,000	
25/02/2012	Canara Bank Current A/c.2624201000163			-8,04,81,561	
19/04/2012	Canara Bank Current A/c.2624201000163			-3,00,00,000	
16/05/2012	Consummate Engineering Services Pvt. Ltd.			-26,04,016	
12/06/2012	Canara Bank Current A/c.2624201000163			-5,00,00,000	
20/06/2012	Canara Bank Current A/c.2624201000163			-4,00,00,000	
22/06/2012	Canara Bank Current A/c.2624201000163			-9,16,75,961	
27/06/2012	Canara Bank Current A/c.2624201000163			-19,00,00,000	
29/06/2012	Canara Bank Current A/c.2624201000163			-10,00,00,000	
	Assignment of dues			-56,42,52,577	
	Sub-total (B)			-1,45,81,26,115	B
	Closing Balance (A - B)			NIL	

2012						
27/06/2012	27/06/2012	2624	RTGSOW:SPANCO LIMITED-CNRBH12179 721078	40,000,000.00	0.00	77256323.00
27/06/2012	27/06/2012	2624	FUNDS TRANSFER FROM MP BORDER CHECKPOST	0.00	200,000,000.00	277256323.00
27/06/2012	27/06/2012	2624	RTGSOW:SPANCO LIMITED-CNRBH12179 721104	150,000,000.00	0.00	127256323.00
30						
29/06/2012	29/06/2012	2624	FUNDS TRANSFER FROM MP BORDER CHECKPOST	0.00	100,000,000.00	179554029.00
29/06/2012	29/06/2012	2624	RTGSOW:SPANCO LIMITED-CNRBH12181 730621	100,000,000.00	0.00	79554029.00

4.1.9.9 Extract of news article dated 17 August 2015

SHARE

The Bombay High Court has ordered Information Technology (IT) firm Spanco Limited to wind up its operations, after the company failed to pay Rs 468 crore to its creditors, who had moved the court. The order in this regard was passed last week.

Justice S C Gupte, while allowing the petitions filed by creditors including Dewan Housing Finance Corporation Limited (DHFL), directed the Official Liquidator to forthwith act on a copy of its order. It said, "The entire class of creditors will in that case stand to gain. It is particularly necessary to protect the interests of unsecured creditors. The Official Liquidator is best placed to look after the interest of all creditors and accordingly, supervise the sale of assets and businesses."

Appearing for DHFL, advocate Rajesh Vanzara of S K Legal Associates said, "The next procedure is to approach the liquidator seeking necessary orders for realising our due amounts after assets of the company are sold or auctioned. The high court, however, has stayed its order for four weeks to allow Spanco to approach the higher court to challenging this order."

WRITTEN BY

Mustafa Plumber

SOURCE

DNA

Updated: Aug 17, 2015, 07:21 AM IST

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4.1.10 Potential instances where book loans were availed from IL&FS group companies

#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
1	PSRDCL	Loan 1	31-12-2016	3,21,00,00,000	IL&FS Limited	Book Entry	30-03-2017	2,90,00,00,000	Book Entry	89	7,07,12,329	
2	PSRDCL	Loan 1	31-12-2016		IL&FS Limited		20-04-2017	31,00,00,000	Book Entry	110	93,42,466	
3	PSRDCL	Loan 2	30-12-2017	2,50,00,00,000	IL&FS Limited	Book Entry	30-09-2018	2,50,00,00,000	Outstanding	274	18,76,71,233	
4	PSRDCL	Loan 3	23-09-2016	34,00,00,000	IFIN	Book Entry	09-03-2017	34,00,00,000	Book Entry	167	1,55,56,164	
5	PSRDCL	Loan 4	27-09-2016	29,00,00,000	ICDIL	Book Entry	31-07-2017	29,00,00,000	Book Entry	307	2,43,91,781	
6	PSRDCL	Loan 5	29-09-2016	80,00,00,000	IAL	Book Entry	31-03-2017	80,00,00,000	Book Entry	183	4,01,09,589	
7	PSRDCL	Loan 6	31-03-2016	1,00,00,00,000	RMGSL	Book Entry	31-03-2017	1,00,00,00,000	Book Entry	365	10,00,00,000	
8	PSRDCL	Loan 7	29-09-2017	52,00,00,000	SCOL	Book Entry	30-09-2018	52,00,00,000	Outstanding	366	5,21,42,466	
10	PSRDCL	Loan 9	31-03-2017	1,30,00,00,000	ITNL	Book Entry	21-04-2017	1,30,00,00,000	Actual Payment	21	74,79,452	
11	PSRDCL	Loan 10	31-03-2017	1,00,00,00,000	ITNL	Book Entry	20-04-2017	1,00,00,00,000	Book Entry	20	54,79,452	
12	PSRDCL	Loan 11	31-03-2017	80,00,00,000	ITNL	Book Entry	21-04-2017	40,47,93,671	Actual Payment	21	23,28,950	
13	PSRDCL	Loan 11	31-03-2017		ITNL		03-05-2017	39,52,06,329	Actual Payment	33	35,73,098	
14	PSRDCL	Loan 12	31-03-2017	29,00,00,000	ITNL	Book Entry	03-05-2017	29,00,00,000	Actual Payment	33	26,21,918	
15	PSRDCL	Loan 13	31-03-2017	1,60,00,00,000	ITNL	Book Entry	03-05-2017	51,47,93,671	Actual Payment	33	46,54,299	
16	PSRDCL	Loan 13	31-03-2017		ITNL		31-05-2017	60,00,00,000	Book Entry	61	1,00,27,397	
17	PSRDCL	Loan 13	31-03-2017		ITNL		31-05-2017	40,00,00,000	Book Entry	61	66,84,932	
18	PSRDCL	Loan 13	31-03-2017		ITNL		29-09-2017	8,52,06,329	Book Entry	182	42,48,644	
19	PSRDCL	Loan 14	31-03-2017	1,02,96,986	ITNL	Book Entry	29-09-2017	1,02,96,986	Book Entry	182	5,13,439	
20	PSRDCL	Loan 15	31-03-2017	11,57,57,877	ITNL	Book Entry	29-09-2017	11,57,57,877	Book Entry	182	57,72,037	
21	PSRDCL	Loan 16	31-03-2017	2,75,17,808	ITNL	Book Entry	29-09-2017	2,75,17,808	Book Entry	182	13,72,121	
22	PSRDCL	Loan 17	31-03-2017	3,93,53,425	ITNL	Book Entry	29-09-2017	3,93,53,425	Book Entry	182	19,62,280	
23	PSRDCL	Loan 18	09-03-2017	34,87,06,329	ITNL	Book Entry	31-03-2017	34,87,06,329	Book Entry	22	21,01,792	
24	PSRDCL	Loan 19	28-04-2017	69,18,852	ITNL	Book Entry	30-12-2017	69,18,852	Book Entry	246	4,66,312	
25	PSRDCL	Loan 20	03-04-2017	2,30,610	ITNL	Book Entry	30-12-2017	2,30,610	Book Entry	271	17,122	
26	PSRDCL	Loan 21	06-04-2017	2,30,610	ITNL	Book Entry	30-12-2017	2,30,610	Book Entry	268	16,932	
27	PSRDCL	Loan 22	05-05-2017	22,00,00,000	ITNL	Book Entry	30-12-2017	22,00,00,000	Book Entry	239	1,44,05,479	
28	PSRDCL	Loan 23	12-05-2017	16,75,00,000	ITNL	Book Entry	30-12-2017	16,75,00,000	Book Entry	232	1,06,46,575	
29	PSRDCL	Loan 24	31-05-2017	71,48,897	ITNL	Book Entry	30-12-2017	71,48,897	Book Entry	213	4,17,182	
31	PSRDCL	Loan 26	30-06-2017	69,18,287	ITNL	Book Entry	30-12-2017	69,18,287	Book Entry	183	3,46,862	
32	PSRDCL	Loan 27	01-07-2017	1,06,25,866	ITNL	Book Entry	30-12-2017	1,06,25,866	Book Entry	182	5,29,838	
33	PSRDCL	Loan 28	05-07-2017	37,50,00,000	ITNL	Book Entry	30-12-2017	37,50,00,000	Book Entry	178	1,82,87,671	
34	PSRDCL	Loan 29	31-07-2017	71,48,897	ITNL	Book Entry	30-12-2017	71,48,897	Book Entry	152	2,97,707	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
35	PSRDCL	Loan 30	06-07-2017	3,14,682	ITNL	Book Entry	30-12-2017	3,14,682	Book Entry	177	15,260	
36	PSRDCL	Loan 31	29-08-2017	7,16,79,636	ITNL	Book Entry	30-12-2017	7,16,79,636	Book Entry	123	24,15,506	
37	PSRDCL	Loan 32	31-08-2017	71,48,897	ITNL	Book Entry	30-12-2017	71,48,897	Book Entry	121	2,36,991	
38	PSRDCL	Loan 33	29-09-2017	3,17,58,904	ITNL	Book Entry	30-12-2017	3,17,58,904	Book Entry	92	8,00,498	
39	PSRDCL	Loan 34	29-09-2017	69,18,287	ITNL	Book Entry	30-12-2017	69,18,287	Book Entry	92	1,74,379	
40	PSRDCL	Loan 35	29-09-2017	4,01,301	ITNL	Book Entry	30-12-2017	4,01,301	Book Entry	92	10,115	
41	PSRDCL	Loan 36	05-10-2017	11,34,247	ITNL	Book Entry	30-12-2017	11,34,247	Book Entry	86	26,725	
42	PSRDCL	Loan 37	31-10-2017	71,48,897	ITNL	Book Entry	30-12-2017	71,48,897	Book Entry	60	1,17,516	
43	PSRDCL	Loan 38	30-11-2017	69,18,287	ITNL	Book Entry	30-12-2017	69,18,287	Book Entry	30	56,863	
44	PSRDCL	Loan 39	30-12-2017	71,48,897	ITNL	Book Entry	31-03-2018	71,48,897	Book Entry	91	1,78,233	
45	PSRDCL	Loan 40	30-12-2017	3,17,58,904	ITNL	Book Entry	31-03-2018	3,17,58,904	Book Entry	91	7,91,797	
46	PSRDCL	Loan 41	30-12-2017	11,34,247	ITNL	Book Entry	31-03-2018	11,34,247	Book Entry	91	28,278	
47	PSRDCL	Loan 42	02-01-2018	37,50,00,000	ITNL	Book Entry	31-03-2018	37,50,00,000	Book Entry	88	90,41,096	
48	PSRDCL	Loan 43	31-01-2018	71,48,897	ITNL	Book Entry	31-03-2018	71,48,897	Book Entry	59	1,15,558	
49	PSRDCL	Loan 44	24-01-2018	29,18,416	ITNL	Book Entry	31-03-2018	29,18,416	Book Entry	66	52,771	
52	PSRDCL	Loan 47	24-01-2018	19,72,603	ITNL	Book Entry	31-03-2018	19,72,603	Book Entry	66	35,669	
53	PSRDCL	Loan 48	24-01-2018	31,00,00,000	ITNL	Book Entry	31-03-2018	31,00,00,000	Book Entry	66	56,05,479	
54	PSRDCL	Loan 49	27-02-2018	3,19,47,946	ITNL	Book Entry	30-09-2018	3,19,47,946	Outstanding	215	18,81,865	
55	PSRDCL	Loan 50	27-02-2018	9,24,01,396	ITNL	Book Entry	30-09-2018	9,24,01,396	Outstanding	215	54,42,822	
56	PSRDCL	Loan 51	27-02-2018	1,84,59,864	ITNL	Book Entry	30-09-2018	1,84,59,864	Outstanding	215	10,87,362	
57	PSRDCL	Loan 52	28-02-2018	64,57,069	ITNL	Book Entry	30-09-2018	64,57,069	Outstanding	214	3,78,579	
58	PSRDCL	Loan 53	31-03-2018	3,07,23,288	ITNL	Book Entry	30-09-2018	3,07,23,288	Outstanding	183	15,40,373	
59	PSRDCL	Loan 54	31-03-2018	3,12,53,426	ITNL	Book Entry	30-09-2018	3,12,53,426	Outstanding	183	15,66,953	
60	PSRDCL	Loan 55	31-03-2018	9,03,92,670	ITNL	Book Entry	30-09-2018	9,03,92,670	Outstanding	183	45,32,016	
61	PSRDCL	Loan 56	31-03-2018	8,87,67,125	ITNL	Book Entry	30-09-2018	8,87,67,125	Outstanding	183	44,50,516	
62	PSRDCL	Loan 57	31-03-2018	1,80,58,561	ITNL	Book Entry	30-09-2018	1,80,58,561	Outstanding	183	9,05,402	
63	PSRDCL	Loan 58	31-03-2018	1,00,00,00,000	ITNL	Book Entry	30-09-2018	1,00,00,00,000	Outstanding	183	5,01,36,986	
64	PSRDCL	Loan 59	31-03-2018	71,53,188	ITNL	Book Entry	30-09-2018	71,53,188	Outstanding	183	3,58,639	
65	PSRDCL	Loan 60	31-03-2018	37,50,00,000	ITNL	Book Entry	30-09-2018	37,50,00,000	Outstanding	183	1,88,01,370	
66	PSRDCL	Loan 61	31-03-2018	10,97,260	ITNL	Book Entry	30-09-2018	10,97,260	Outstanding	183	55,013	
67	JSEL	Loan 62	28-09-2017	60,00,00,000	IFIN	Book Entry	29-09-2017	60,00,00,000	Book Entry	1	1,64,384	
68	JSEL	Loan 63	01-03-2017	80,00,00,000	ITNL	Book Entry	01-03-2017	80,00,00,000	Book Entry	0	-	
69	JSEL	Loan 64	31-03-2017	1,85,00,00,000	ITNL	Book Entry	31-03-2017	67,94,32,603	Book Entry	0	-	
70	JSEL	Loan 64	31-03-2017		ITNL		28-07-2017	1,17,05,67,397	Book Entry	119	3,81,63,704	
71	JSEL	Loan 65	31-03-2017	82,00,00,000	ITNL	Book Entry	31-07-2017	11,51,65,452	Book Entry	122	38,49,366	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
72	JSEL	Loan 65	31-03-2017		ITNL		31-07-2017	70,48,34,548	Book Entry	122	2,35,58,853	
73	JSEL	Loan 66	31-03-2017	7,11,85,972	ITNL	Book Entry	31-03-2017	7,11,85,972	Book Entry	0	-	
74	JSEL	Loan 67	31-05-2017	97,84,110	ITNL	Book Entry	30-09-2017	97,84,110	Outstanding	122	3,27,031	
75	JSEL	Loan 68	27-06-2017	1,24,65,753	ITNL	Book Entry	30-09-2017	1,24,65,753	Outstanding	95	3,24,451	
76	JSEL	Loan 69	30-06-2017	2,00,00,00,000	ITNL	Book Entry	30-09-2017	30,56,63,574	Book Entry	92	77,04,397	
77	JSEL	Loan 69	30-06-2017		ITNL		30-09-2017	1,40,00,00,000	Book Entry	92	3,52,87,671	
78	JSEL	Loan 69	30-06-2017		ITNL		28-12-2017	29,43,36,426	Actual Payment	181	1,45,95,861	
79	JSEL	Loan 70	30-06-2017	23,67,123	ITNL	Book Entry	28-12-2017	23,67,123	Actual Payment	181	1,17,383	
80	JSEL	Loan 71	29-08-2017	1,85,42,467	ITNL	Book Entry	28-12-2017	1,85,42,467	Actual Payment	121	6,14,695	
81	JSEL	Loan 72	29-09-2017	60,00,00,000	ITNL	Book Entry	28-12-2017	20,62,55,604	Actual Payment	90	50,85,755	
82	JSEL	Loan 72	29-09-2017		ITNL		30-09-2018	39,37,44,396	Outstanding	366	3,94,82,315	
83	JSEL	Loan 73	30-03-2017	82,70,00,000	IL&FS Cluster	Book Entry	31-03-2017	82,00,00,000	Book Entry	1	2,24,658	
84	JSEL	Loan 73	30-03-2017		IL&FS Cluster		02-08-2017	70,00,000	Actual Payment	125	2,39,726	
95	JSEL	Loan 84	28-08-2017	20,00,00,000	IL&FS Airport	Book Entry	28-02-2018	30,00,000	Book Entry	184	1,51,233	
96	JSEL	Loan 84	28-08-2017		IL&FS Airport		30-09-2018	19,70,00,000	Outstanding	398	2,14,81,096	
99	JSEL	Loan 87	27-02-2018	4,08,99,507	ITNL	Book Entry	30-09-2018	4,08,99,507	Outstanding	215	24,09,149	
101	JSEL	Loan 89	28-02-2018	30,00,000	ITNL	Book Entry	30-09-2018	30,00,000	Outstanding	214	1,75,890	
102	JSEL	Loan 90	31-03-2018	14,00,00,000	ITNL	Book Entry	30-09-2018	14,00,00,000	Outstanding	183	70,19,178	
103	JSEL	Loan 91	31-03-2018	70,63,496	ITNL	Book Entry	30-09-2018	70,63,496	Outstanding	183	3,54,142	
104	JSEL	Loan 92	31-03-2018	5,58,19,726	ITNL	Book Entry	30-09-2018	5,58,19,726	Outstanding	183	27,98,633	
105	JSEL	Loan 93	31-03-2018	2,06,38,356	ITNL	Book Entry	30-09-2018	2,06,38,356	Outstanding	183	10,34,745	
106	JSEL	Loan 94	31-03-2018	5,02,00,548	ITNL	Book Entry	30-09-2018	5,02,00,548	Outstanding	183	25,16,904	
107	JSEL	Loan 95	29-09-2017	80,00,00,000	LIVIA	Book Entry	30-09-2018	80,00,00,000	Outstanding	366	8,02,19,178	
108	JSEL	Loan 96	31-03-2018	2,69,85,205	ITNL	Book Entry	30-09-2018	2,69,85,205	Outstanding	183	13,52,957	
109	BKEL	Loan 97	29-09-2017	60,00,00,000	STAMP	Book Entry	30-09-2018	60,00,00,000	Outstanding	366	6,01,64,384	
110	BKEL	Loan 98	29-09-2017	15,00,00,000	IL&FS Cluster	Book Entry	30-09-2018	15,00,00,000	Outstanding	366	1,50,41,096	
111	BKEL	Loan 99	07-10-2017	10,00,00,000	Hill County	Book Entry	30-09-2018	10,00,00,000	Outstanding	358	98,08,219	
112	BKEL	Loan 100	27-06-2017	90,00,00,000	Rohtas Bio	Book Entry	29-06-2017	90,00,00,000	Book Entry	2	4,93,151	
113	JSEL	Loan 101	29-09-2017	60,00,00,000	LIVIA	Book Entry	30-09-2018	60,00,00,000	Outstanding	366	6,01,64,384	
114	BKEL	Loan 102	29-04-2017	66,88,356	ITNL	Book Entry	30-09-2017	66,88,356	Book Entry	154	2,82,194	
115	BKEL	Loan 103	31-05-2017	66,88,356	ITNL	Book Entry	30-09-2017	66,88,356	Book Entry	122	2,23,556	
116	BKEL	Loan 104	27-06-2017	58,25,342	ITNL	Book Entry	30-09-2017	58,25,342	Book Entry	95	1,51,618	
117	BKEL	Loan 105	30-06-2017	90,00,00,000	ITNL	Book Entry	30-09-2017	71,22,97,946	Book Entry	92	1,79,53,811	
118	BKEL	Loan 105	30-06-2017		ITNL		07-10-2017	10,00,00,000	Book Entry	99	27,12,329	
119	BKEL	Loan 105	30-06-2017		ITNL		31-03-2018	8,77,02,054	Book Entry	274	65,83,661	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
120	BKEL	Loan 106	30-06-2017	10,65,206	ITNL	Book Entry	31-03-2018	10,65,206	Book Entry	274	79,963	
121	BKEL	Loan 107	01-08-2017	26,20,273	ITNL	Book Entry	31-03-2018	26,20,273	Book Entry	242	1,73,728	
122	BKEL	Loan 108	01-09-2017	26,10,733	ITNL	Book Entry	31-03-2018	26,10,733	Book Entry	211	1,50,922	
123	BKEL	Loan 109	29-09-2017	26,01,370	ITNL	Book Entry	31-03-2018	26,01,370	Book Entry	183	1,30,425	
124	JSEL	Loan 110	29-07-2017	80,00,00,000	Rohtas Bio	Book Entry	27-02-2018	4,00,00,000	Book Entry	213	23,34,247	
125	JSEL	Loan 110	29-07-2017		Rohtas Bio		31-03-2018	14,00,00,000	Book Entry	245	93,97,260	
126	JSEL	Loan 110	29-07-2017		Rohtas Bio		30-09-2018	62,00,00,000	Outstanding	428	7,27,01,370	
127	BKEL	Loan 111	29-09-2017	1,18,356	ITNL	Book Entry	31-03-2018	1,18,356	Book Entry	183	5,934	
128	BKEL	Loan 112	29-09-2017	4,73,424	ITNL	Book Entry	31-03-2018	4,73,424	Book Entry	183	23,736	
129	BKEL	Loan 113	31-10-2017	26,88,082	ITNL	Book Entry	31-03-2018	26,88,082	Book Entry	151	1,11,206	
130	BKEL	Loan 114	30-11-2017	26,01,370	ITNL	Book Entry	31-03-2018	26,01,370	Book Entry	121	86,237	
131	BKEL	Loan 115	30-12-2017	26,88,082	ITNL	Book Entry	31-03-2018	26,88,082	Book Entry	91	67,018	
132	BKEL	Loan 116	31-01-2018	26,88,082	ITNL	Book Entry	31-03-2018	26,88,082	Book Entry	59	43,451	
133	BKEL	Loan 117	27-02-2018	54,44,383	ITNL	Book Entry	31-03-2018	54,44,383	Book Entry	32	47,732	
134	BKEL	Loan 118	27-02-2018	2,17,77,534	ITNL	Book Entry	31-03-2018	2,17,77,534	Book Entry	32	1,90,926	
135	BKEL	Loan 119	27-02-2018	31,80,822	ITNL	Book Entry	31-03-2018	31,80,822	Book Entry	32	27,887	
136	BKEL	Loan 120	28-02-2018	24,27,945	ITNL	Book Entry	31-03-2018	12,29,681	Book Entry	31	10,444	
137	BKEL	Loan 120	28-02-2018		ITNL		30-09-2018	11,98,264	Outstanding	214	70,254	
138	JSEL	Loan 121	29-08-2017	60,00,00,000	SCOL	Book Entry	30-09-2018	60,00,00,000	Outstanding	397	6,52,60,274	
139	BKEL	Loan 122	31-03-2018	53,26,027	ITNL	Book Entry	30-09-2018	53,26,027	Outstanding	183	2,67,031	
140	BKEL	Loan 123	31-03-2018	33,28,767	ITNL	Book Entry	30-09-2018	33,28,767	Outstanding	183	1,66,894	
141	BKEL	Loan 124	31-03-2018	2,15,14,520	ITNL	Book Entry	30-09-2018	2,15,14,520	Outstanding	183	10,78,673	
142	BKEL	Loan 125	31-03-2018	26,88,082	ITNL	Book Entry	30-09-2018	26,88,082	Outstanding	183	1,34,772	
143	JSEL	Loan 126	27-06-2017	2,00,00,00,000	STAMP	Book Entry	30-06-2017	2,00,00,00,000	Book Entry	3	16,43,836	
144	JSEL	Loan 127	29-07-2017	1,40,00,00,000	STAMP	Book Entry	30-09-2018	1,40,00,00,000	Outstanding	428	16,41,64,384	
145	JRPICL	Loan 128	26-03-2014	1,55,70,00,000	IFIN	Book Entry	29-09-2015	1,55,70,00,000	Actual Payment	552	23,54,69,589	
159	TRDCL	Loan 137	29-09-2017	1,00,00,00,000	IL&FS Limited	Book Entry	30-09-2018	1,00,00,00,000	Outstanding	366	10,02,73,973	
161	JRPICL	Loan 139	29-07-2017	25,00,00,000	ITNL	Book Entry	30-09-2018	25,00,00,000	Outstanding	428	2,93,15,068	
162	JRPICL	Loan 139	16-08-2017	3,42,67,027	ITNL	Book Entry	30-09-2018	3,42,67,027	Outstanding	410	38,49,173	
163	JRPICL	Loan 139	31-08-2017	4,43,11,002	ITNL	Book Entry	30-09-2018	4,43,11,002	Outstanding	395	47,95,300	
165	TRDCL	Loan 141	24-06-2016	8,00,00,000	ICDIL	Book Entry	31-03-2017	8,00,00,000	Book Entry	280	61,36,986	
166	TRDCL	Loan 142	27-09-2016	15,00,00,000	Apptex Marketing	Book Entry	23-03-2017	15,00,00,000	Book Entry	177	72,73,973	
167	TRDCL	Loan 143	24-06-2016	75,00,00,000	RMGSL	Book Entry	31-03-2017	75,00,00,000	Book Entry	280	5,75,34,247	
168	TRDCL	Loan 144	30-03-2017	25,00,00,000	IRL	Book Entry	31-05-2017	5,25,00,000	Book Entry	62	8,91,781	
169	TRDCL	Loan 144	30-03-2017		IRL		31-08-2017	18,50,00,000	Book Entry	154	78,05,479	

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#	SPV	Unique Key	Loan Taken			Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest
170	TRDCL	Loan 144	30-03-2017		IRL		29-09-2017	1,25,00,000	Book Entry	183	6,26,712
171	TRDCL	Loan 145	30-07-2016	20,71,233	ITNL	Book Entry	31-12-2016	20,71,233	Actual Payment	154	87,389
172	TRDCL	Loan 146	04-08-2016	2,20,931	ITNL	Book Entry	31-12-2016	2,20,931	Actual Payment	149	9,019
173	TRDCL	Loan 147	31-01-2017	3,01,70,960	ITNL	Book Entry	31-03-2017	3,01,70,960	Book Entry	59	4,87,695
174	TRDCL	Loan 148	24-03-2017	15,52,83,945	ITNL	Book Entry	31-03-2017	13,98,29,040	Book Entry	7	2,68,165
175	TRDCL	Loan 148	24-03-2017		ITNL		31-03-2017	1,54,54,905	Outstanding	7	29,640
176	TRDCL	Loan 149	31-03-2017	8,00,00,000	ITNL	Book Entry	29-06-2017	8,00,00,000	Book Entry	90	19,72,603
177	JRPICL	Loan 150	31-03-2017	2,23,71,97,649	ITNL	Book Entry	05-05-2017	34,25,00,000	Book Entry	35	32,84,247
178	JRPICL	Loan 150	31-03-2017		ITNL	Book Entry	08-05-2017	5,65,99,649	Book Entry	38	5,89,257
179	JRPICL	Loan 150	31-03-2017		ITNL		11-05-2017	16,75,28,407	Book Entry	41	18,81,826
180	JRPICL	Loan 150	31-03-2017		ITNL		17-05-2017	5,65,50,685	Book Entry	47	7,28,187
181	JRPICL	Loan 150	31-03-2017		ITNL		31-03-2017	1,30,95,00,000	Book Entry	0	-
182	JRPICL	Loan 150	31-03-2017		ITNL		30-09-2018	30,45,18,908	Outstanding	548	4,57,19,551
183	TRDCL	Loan 151	31-03-2017	75,00,00,000	ITNL	Book Entry	29-06-2017	75,00,00,000	Book Entry	90	1,84,93,151
184	TRDCL	Loan 152	31-05-2017	5,25,00,000	ITNL	Book Entry	29-06-2017	5,25,00,000	Book Entry	29	4,17,123
185	TRDCL	Loan 153	30-06-2017	2,39,726	ITNL	Book Entry	31-03-2018	2,39,726	Book Entry	274	17,996
186	TRDCL	Loan 154	31-08-2017	19,34,09,029	ITNL	Book Entry	31-03-2018	19,34,09,029	Book Entry	212	1,12,33,620
187	TRDCL	Loan 155	28-09-2017	1,00,00,00,000	ITNL	Book Entry	29-09-2017	1,00,00,00,000	Book Entry	1	2,73,973
188	TRDCL	Loan 156	29-09-2017	1,31,11,914	ITNL	Book Entry	31-03-2018	1,31,11,914	Book Entry	183	6,57,392
190	TRDCL	Loan 158	24-01-2018	3,67,07,575	ITNL	Book Entry	31-03-2018	2,09,83,700	Book Entry	66	3,79,431
191	TRDCL	Loan 158	24-01-2018		ITNL		30-09-2018	1,57,23,875	Outstanding	249	10,72,670
192	TRDCL	Loan 159	31-03-2018	3,55,06,849	ITNL	Book Entry	30-09-2018	3,55,06,849	Outstanding	183	17,80,206
195	MPBDCL	Loan 162	29-09-2017	1,56,83,00,000	IL&FS Limited	Book Entry	24-01-2018	1,21,68,00,000	Book Entry	117	3,90,04,274
196	MPBDCL	Loan 162	30-12-2017	85,00,00,000	IL&FS Limited	Book Entry	23-02-2018	35,15,00,000	Book Entry	55	52,96,575
197	MPBDCL	Loan 162	30-12-2017		IL&FS Limited		30-09-2018	85,00,00,000	Outstanding	274	6,38,08,219
198	MPBDCL	Loan 163	30-09-2016	1,35,00,00,000	Unique Waste	Book Entry	31-03-2017	1,35,00,00,000	Book Entry	182	6,73,15,068
199	MPBDCL	Loan 164	29-09-2017	1,01,00,00,000	Unique Waste	Book Entry	30-09-2018	1,01,00,00,000	Outstanding	366	10,12,76,712
201	MPBDCL	Loan 166	31-03-2017	98,80,00,000	Unique Waste	Book Entry	30-06-2017	98,80,00,000	Book Entry	91	2,46,32,329
202	MPBDCL	Loan 167	31-03-2017	36,20,00,000	Unique Waste	Book Entry	30-06-2017	36,20,00,000	Book Entry	91	90,25,205
203	MPBDCL	Loan 168	31-03-2017	4,71,85,275	Unique Waste	Book Entry	30-06-2017	4,71,85,275	Book Entry	91	11,76,400
204	MPBDCL	Loan 169	30-06-2017	6,20,890	Unique Waste	Book Entry	30-12-2017	6,20,890	Book Entry	183	31,130
205	MPBDCL	Loan 170	31-07-2017	1,92,47,603	Unique Waste	Book Entry	30-12-2017	1,92,47,603	Book Entry	152	8,01,544
206	MPBDCL	Loan 171	31-08-2017	1,92,47,603	Unique Waste	Book Entry	30-12-2017	1,92,47,603	Book Entry	121	6,38,071
208	MPBDCL	Loan 173	28-09-2017	2,59,00,00,000	Unique Waste	Book Entry	29-09-2017	1,56,83,00,000	Book Entry	1	4,29,671
209	MPBDCL	Loan 173	28-09-2017		Unique Waste		29-09-2017	1,01,00,00,000	Book Entry	1	2,76,712

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
210	MPBDCL	Loan 173	28-09-2017		Unique Waste		30-12-2017	1,17,00,000	Book Entry	93	2,98,110	
211	MPBDCL	Loan 174	28-09-2017	1,67,64,041	Unique Waste	Book Entry	30-12-2017	1,67,64,041	Book Entry	93	4,27,139	
212	MPBDCL	Loan 175	29-09-2017	8,21,836	Unique Waste	Book Entry	30-12-2017	8,21,836	Book Entry	92	20,715	
213	MPBDCL	Loan 176	29-09-2017	1,00,00,000	Unique Waste	Book Entry	30-12-2017	1,00,00,000	Book Entry	92	2,52,055	
214	MPBDCL	Loan 177	29-09-2017	12,37,453	Unique Waste	Book Entry	30-12-2017	12,37,453	Book Entry	92	31,191	
215	MPBDCL	Loan 178	31-01-2018	1,28,60,87,992	Unique Waste	Book Entry	31-03-2018	1,28,60,87,992	Book Entry	59	2,07,88,820	
216	MPBDCL	Loan 179	21-02-2018	17,92,97,075	Unique Waste	Book Entry	30-09-2018	17,92,97,075	Outstanding	221	1,08,56,069	
217	MPBDCL	Loan 180	23-02-2018	35,93,54,710	Unique Waste	Book Entry	30-09-2018	35,93,54,710	Outstanding	219	2,15,61,283	
218	MPBDCL	Loan 181	27-02-2018	2,78,04,439	Unique Waste	Book Entry	31-03-2018	2,78,04,439	Book Entry	32	2,43,765	
219	MPBDCL	Loan 182	28-02-2018	80,00,000	Unique Waste	Book Entry	31-03-2018	80,00,000	Book Entry	31	67,945	
221	MPBDCL	Loan 184	31-03-2018	22,00,00,000	Unique Waste	Book Entry	30-09-2018	22,00,00,000	Outstanding	183	1,10,30,137	
222	MPBDCL	Loan 185	31-03-2018	3,01,80,822	Unique Waste	Book Entry	30-09-2018	3,01,80,822	Outstanding	183	15,13,175	
223	MPBDCL	Loan 186	31-03-2018	2,89,82,603	Unique Waste	Book Entry	30-09-2018	2,89,82,603	Outstanding	183	14,53,100	
224	MPBDCL	Loan 187	31-03-2018	4,93,767	Unique Waste	Book Entry	30-09-2018	4,93,767	Outstanding	183	24,756	
225	EHEL	Loan 188	01-08-2013	52,00,00,000	Unique Waste	Book Entry	24-02-2015	7,42,85,714	Actual Payment	572	1,16,41,487	
226	EHEL	Loan 188	01-08-2013		Unique Waste		19-08-2015	4,50,00,000	Actual Payment	748	92,21,918	
227	EHEL	Loan 188	01-08-2013		Unique Waste		19-08-2015	2,92,85,714	Actual Payment	748	60,01,565	
228	EHEL	Loan 188	01-08-2013		Unique Waste		17-02-2016	7,42,85,714	Actual Payment	930	1,89,27,593	
229	EHEL	Loan 188	01-08-2013		Unique Waste		18-08-2016	7,42,85,714	Actual Payment	1113	2,26,52,055	
230	EHEL	Loan 188	01-08-2013		Unique Waste		19-02-2017	42,85,714	Actual Payment	1298	15,24,070	
231	EHEL	Loan 188	01-08-2013		Unique Waste		19-02-2017	7,00,00,000	Actual Payment	1298	2,48,93,151	
232	EHEL	Loan 188	01-08-2013		Unique Waste		19-08-2017	7,42,85,714	Book Entry	1479	3,01,00,978	
233	EHEL	Loan 188	01-08-2013		Unique Waste		22-02-2018	7,42,85,716	Actual Payment	1666	3,39,06,850	
234	EHEL	Loan 189	01-08-2013	15,00,00,000	Unique Waste	Book Entry	20-08-2013	15,00,00,000	Actual Payment	19	7,80,822	
235	EHEL	Loan 190	31-03-2017	45,00,00,000	Unique Waste	Book Entry	27-06-2017	45,00,00,000	Book Entry	88	1,08,49,315	
236	EHEL	Loan 191	30-06-2017	26,00,00,000	Unique Waste	Book Entry	28-09-2017	26,00,00,000	Book Entry	90	64,10,959	
237	EHEL	Loan 192	29-09-2017	62,10,00,000	Unique Waste	Book Entry	30-09-2018	62,10,00,000	Outstanding	366	6,22,70,137	
238	EHEL	Loan 193	28-09-2017	50,00,00,000	Unique Waste	Book Entry	29-09-2017	50,00,00,000	Book Entry	1	1,36,986	
240	EHEL	Loan 195	27-09-2016	20,00,00,000	Unique Waste	Book Entry	24-03-2017	20,00,00,000	Book Entry	178	97,53,425	
241	EHEL	Loan 196	30-03-2017	20,00,00,000	Unique Waste	Book Entry	19-06-2018	20,00,00,000	Book Entry	446	2,44,38,356	
242	EHEL	Loan 197	22-06-2016	57,00,00,000	Unique Waste	Book Entry	27-02-2017	51,00,00,000	Book Entry	250	3,49,31,507	
243	EHEL	Loan 197	22-06-2016		Unique Waste		31-03-2017	6,00,00,000	Book Entry	282	46,35,616	
244	EHEL	Loan 198	27-06-2017	45,00,00,000	Unique Waste	Book Entry	30-06-2017	45,00,00,000	Book Entry	3	3,69,863	
245	EHEL	Loan 199	31-03-2017	17,50,00,000	Unique Waste	Book Entry	30-06-2017	17,50,00,000	Book Entry	91	43,63,014	
246	EHEL	Loan 200	24-07-2015	12,94,24,545	Unique Waste	Book Entry	01-06-2016	7,44,24,545	Actual Payment	313	63,82,160	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
247	EHEL	Loan 200	24-07-2015		Unique Waste		22-06-2016	5,50,00,000	Book Entry	334	50,32,877	
248	EHEL	Loan 201	19-01-2017	28,40,548	Unique Waste	Book Entry	28-03-2017	28,40,548	Actual Payment	68	52,920	
249	EHEL	Loan 202	20-01-2017	47,34,246	Unique Waste	Book Entry	28-03-2017	47,34,246	Actual Payment	67	86,903	
250	EHEL	Loan 203	27-02-2017	51,00,00,000	Unique Waste	Book Entry	30-03-2017	10,00,00,000	Book Entry	31	8,49,315	
251	EHEL	Loan 203	27-02-2017		Unique Waste		31-03-2017	41,00,00,000	Book Entry	32	35,94,521	
252	EHEL	Loan 204	28-02-2017	1,14,68,713	Unique Waste	Book Entry	31-03-2017	1,14,68,713	Book Entry	31	97,406	
254	EHEL	Loan 206	24-03-2017	20,70,45,260	Unique Waste	Book Entry	31-03-2017	16,35,31,287	Book Entry	7	3,13,622	
255	EHEL	Loan 206	24-03-2017		Unique Waste		31-03-2017	4,00,00,000	Book Entry	7	76,712	
256	EHEL	Loan 206	24-03-2017		Unique Waste		03-07-2017	35,13,973	Actual Payment	101	97,236	
257	EHEL	Loan 207	31-03-2017	6,00,00,000	Unique Waste	Book Entry	30-06-2017	6,00,00,000	Book Entry	91	14,95,890	
258	EHEL	Loan 208	30-06-2017	28,04,795	Unique Waste	Book Entry	03-07-2017	28,04,795	Actual Payment	3	2,305	
259	EHEL	Loan 209	30-06-2017	5,44,320	Unique Waste	Book Entry	03-07-2017	5,44,320	Actual Payment	3	447	
260	EHEL	Loan 210	30-06-2017	62,329	Unique Waste	Book Entry	03-07-2017	62,329	Actual Payment	3	51	
261	EHEL	Loan 211	30-06-2017	45,00,00,000	Unique Waste	Book Entry	03-07-2017	14,63,31,229	Actual Payment	3	1,20,272	
262	EHEL	Loan 211	30-06-2017		Unique Waste		31-07-2017	8,91,59,096	Actual Payment	31	7,57,242	
263	EHEL	Loan 211	30-06-2017		Unique Waste		28-09-2017	21,45,09,675	Book Entry	90	52,89,280	
264	EHEL	Loan 212	30-06-2017	17,50,00,000	Unique Waste	Book Entry	28-09-2017	17,50,00,000	Book Entry	90	43,15,068	
265	EHEL	Loan 213	29-09-2017	26,00,00,000	Unique Waste	Book Entry	29-09-2017	26,00,00,000	Book Entry	0	-	
266	EHEL	Loan 214	30-09-2017	50,00,00,000	Unique Waste	Book Entry	30-09-2017	30,71,90,325	Book Entry	0	-	
267	EHEL	Loan 214	30-09-2017		Unique Waste		21-11-2017	1,81,10,000	Actual Payment	52	2,58,005	
268	EHEL	Loan 214	30-09-2017		Unique Waste		04-12-2017	10,77,04,000	Actual Payment	65	19,18,016	
269	EHEL	Loan 214	30-09-2017		Unique Waste		29-12-2017	6,69,95,675	Actual Payment	90	16,51,948	
270	EHEL	Loan 215	29-09-2017	1,47,946	Unique Waste	Book Entry	21-11-2017	1,47,946	Actual Payment	53	2,148	
272	EHEL	Loan 217	29-09-2017	4,89,994	Unique Waste	Book Entry	21-11-2017	4,89,994	Actual Payment	53	7,115	
275	EHEL	Loan 220	27-02-2018	73,23,124	Unique Waste	Book Entry	30-09-2018	73,23,124	Outstanding	215	4,31,362	
276	EHEL	Loan 221	31-03-2018	73,23,287	Unique Waste	Book Entry	30-09-2018	73,23,287	Outstanding	183	3,67,168	
277	EHEL	Loan 222	31-03-2018	2,20,49,753	Unique Waste	Book Entry	30-09-2018	2,20,49,753	Outstanding	183	11,05,508	
278	IRIDCL	Loan 223	27-02-2017	11,42,85,714	Unique Waste	Book Entry	31-03-2017	11,42,85,714	Book Entry	32	10,01,957	
279	IRIDCL	Loan 224	28-06-2017	2,39,726	Unique Waste	Book Entry	30-09-2018	2,39,726	Outstanding	459	30,146	
280	MBEL	Loan 225	24-01-2018	90,00,00,000	Unique Waste	Book Entry	28-09-2018	90,00,00,000	Book Entry	247	6,09,04,110	
281	MBEL	Loan 226	24-01-2018	81,66,576	Unique Waste	Book Entry	28-09-2018	81,66,576	Book Entry	247	5,52,642	
282	MBEL	Loan 227	27-02-2018	89,83,233	Unique Waste	Book Entry	28-09-2018	89,83,233	Book Entry	213	5,24,227	
283	MBEL	Loan 228	27-02-2018	7,99,92,740	Unique Waste	Book Entry	28-09-2018	7,99,92,740	Book Entry	213	46,68,069	
284	MBEL	Loan 229	27-02-2018	2,63,71,233	Unique Waste	Book Entry	28-09-2018	2,63,71,233	Book Entry	213	15,38,924	
285	MBEL	Loan 230	31-03-2018	87,87,946	Unique Waste	Book Entry	28-09-2018	87,87,946	Book Entry	181	4,35,786	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
286	MBEL	Loan 231	31-03-2018	7,82,53,768	Unique Waste	Book Entry	28-09-2018	7,82,53,768	Book Entry	181	38,80,529	
287	MBEL	Loan 232	31-03-2018	2,57,97,946	Unique Waste	Book Entry	28-09-2018	2,57,97,946	Book Entry	181	12,79,295	
288	MBEL	Loan 233	31-03-2018	17,98,65,000	Unique Waste	Book Entry	28-09-2018	10,96,70,642	Book Entry	181	54,38,462	
289	MBEL	Loan 233	31-03-2018		Unique Waste		29-09-2018	1,83,13,897	Book Entry	182	9,13,186	
290	MBEL	Loan 233	31-03-2018		Unique Waste		30-09-2018	5,18,80,461	Outstanding	183	26,01,130	
291	MBEL	Loan 234	31-03-2018	19,72,603	Unique Waste	Book Entry	30-09-2018	19,72,603	Outstanding	183	98,900	
292	IRIDCL	Loan 235	30-06-2017	1,05,00,00,000	Unique Waste	Book Entry	28-09-2017	1,05,00,00,000	Book Entry	90	2,58,90,411	
294	CNTL	Loan 237	30-03-2017	25,00,00,000	Unique Waste	Book Entry	31-05-2017	25,00,00,000	Book Entry	62	42,46,575	
295	CNTL	Loan 238	30-12-2017	5,25,00,00,000	Unique Waste	Book Entry	31-03-2018	99,77,70,000	Book Entry	91	2,48,75,910	
296	CNTL	Loan 238	30-12-2017		Unique Waste		30-09-2018	4,25,22,30,000	Outstanding	274	31,92,08,499	
297	CNTL	Loan 239	28-08-2017	2,00,00,00,000	Unique Waste	Book Entry	27-03-2018	83,60,00,000		211	4,83,27,671	
298	CNTL	Loan 239	28-08-2017		Unique Waste		28-03-2018	69,40,00,000		212	4,03,09,041	
299	CNTL	Loan 239	28-08-2017		Unique Waste		30-09-2018	47,00,00,000	Outstanding	398	5,12,49,315	
300	CNTL	Loan 240	30-09-2016	55,00,00,000	Unique Waste	Book Entry	31-03-2017	55,00,00,000	Book Entry	182	2,74,24,658	
301	CNTL	Loan 241	30-09-2016	1,35,00,00,000	Unique Waste	Book Entry	31-03-2017	1,35,00,00,000	Book Entry	182	6,73,15,068	
302	CNTL	Loan 242	30-12-2016	1,95,66,309	Unique Waste	Book Entry	21-03-2017	1,95,66,309	Book Entry	81	4,34,211	
303	CNTL	Loan 243	31-01-2017	55,74,925	Unique Waste	Book Entry	21-03-2017	55,74,925	Book Entry	49	74,841	
304	CNTL	Loan 244	01-02-2017	5,13,04,618	Unique Waste	Book Entry	21-03-2017	5,13,04,618	Book Entry	48	6,74,691	
305	CNTL	Loan 245	28-02-2017	2,84,59,109	Unique Waste	Book Entry	21-03-2017	2,84,59,109	Book Entry	21	1,63,737	
306	IRIDCL	Loan 246	30-06-2017	8,48,219	Unique Waste	Book Entry	28-09-2017	8,48,219	Book Entry	90	20,915	
308	CNTL	Loan 248	31-03-2017	1,35,00,00,000	Unique Waste	Book Entry	29-09-2017	1,35,00,00,000	Book Entry	182	6,73,15,068	
309	CNTL	Loan 249	31-03-2017	33,80,00,000	Unique Waste	Book Entry	29-09-2017	33,80,00,000	Book Entry	182	1,68,53,699	
310	CNTL	Loan 250	31-03-2017	21,20,00,000	Unique Waste	Book Entry	29-09-2017	21,20,00,000	Book Entry	182	1,05,70,959	
311	CNTL	Loan 251	31-03-2017	10,16,50,375	Unique Waste	Book Entry	29-09-2017	10,16,50,375	Book Entry	182	50,68,594	
312	CNTL	Loan 252	31-03-2017	5,01,81,164	Unique Waste	Book Entry	29-09-2017	5,01,81,164	Book Entry	182	25,02,184	
313	CNTL	Loan 253	31-03-2017	4,00,12,540	Unique Waste	Book Entry	29-09-2017	4,00,12,540	Book Entry	182	19,95,146	
314	CNTL	Loan 254	31-03-2017	1,92,23,630	Unique Waste	Book Entry	29-09-2017	1,92,23,630	Book Entry	182	9,58,548	
315	CNTL	Loan 255	03-04-2017	46,19,465	Unique Waste	Book Entry	29-09-2017	46,19,465	Book Entry	179	2,26,544	
316	CNTL	Loan 256	28-04-2017	2,36,36,643	Unique Waste	Book Entry	29-09-2017	2,36,36,643	Book Entry	154	9,97,272	
317	IRIDCL	Loan 257	30-06-2017	1,77,397	Unique Waste	Book Entry	28-09-2017	1,77,397	Book Entry	90	4,374	
318	CNTL	Loan 258	31-05-2017	25,00,00,000	Unique Waste	Book Entry	29-09-2017	25,00,00,000	Book Entry	121	82,87,671	
319	CNTL	Loan 259	31-05-2017	2,44,20,143	Unique Waste	Book Entry	29-09-2017	2,44,20,143	Book Entry	121	8,09,544	
320	CNTL	Loan 260	31-05-2017	89,50,684	Unique Waste	Book Entry	29-09-2017	89,50,684	Book Entry	121	2,96,721	
321	CNTL	Loan 261	15-06-2017	1,18,65,000	Unique Waste	Book Entry	29-09-2017	1,18,65,000	Book Entry	106	3,44,573	
323	CNTL	Loan 263	31-07-2017	2,36,32,397	Unique Waste	Book Entry	29-09-2017	2,36,32,397	Book Entry	60	3,88,478	

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#	SPV	Unique Key	Loan Taken			Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest
324	CNTL	Loan 264	29-08-2017	12,12,41,095	Unique Waste	Book Entry	29-09-2017	12,12,41,095	Book Entry	31	10,29,719
325	CNTL	Loan 265	31-08-2017	2,44,20,143	Unique Waste	Book Entry	29-09-2017	2,44,20,143	Book Entry	29	1,94,023
326	CNTL	Loan 266	29-09-2017	2,36,32,398	Unique Waste	Book Entry	29-09-2017	2,36,32,398	Book Entry	0	-
328	IRIDCL	Loan 268	01-07-2017	3,33,36,051	Unique Waste	Book Entry	28-09-2017	3,33,36,051	Book Entry	89	8,12,852
333	CNTL	Loan 273	31-10-2017	2,44,20,143	Unique Waste	Book Entry	30-12-2017	2,44,20,143	Book Entry	60	4,01,427
334	CNTL	Loan 274	30-11-2017	2,35,00,00,000	Unique Waste	Book Entry	30-12-2017	2,35,00,00,000	Book Entry	30	1,93,15,068
335	CNTL	Loan 275	30-11-2017	1,15,00,00,000	Unique Waste	Book Entry	30-12-2017	1,15,00,00,000	Book Entry	30	94,52,055
337	CNTL	Loan 277	30-11-2017	3,28,76,712	Unique Waste	Book Entry	30-12-2017	3,28,76,712	Book Entry	30	2,70,220
339	IRIDCL	Loan 279	06-07-2017	9,87,236	Unique Waste	Book Entry	28-09-2017	9,87,236	Book Entry	84	22,720
340	CNTL	Loan 280	30-11-2017	2,36,32,398	Unique Waste	Book Entry	30-12-2017	2,36,32,398	Book Entry	30	1,94,239
341	CNTL	Loan 281	14-12-2017	1,25,00,00,000	Unique Waste	Book Entry	30-12-2017	75,87,99,180	Book Entry	16	33,26,243
342	CNTL	Loan 281	14-12-2017		Unique Waste		27-03-2018	49,12,00,820	Book Entry	103	1,38,61,283
343	CNTL	Loan 282	30-12-2017	3,39,72,603	Unique Waste	Book Entry	27-03-2018	3,39,72,603	Book Entry	87	8,09,758
344	CNTL	Loan 283	30-12-2017	1,86,56,445	Unique Waste	Book Entry	27-03-2018	1,86,56,445	Book Entry	87	4,44,688
345	CNTL	Loan 284	31-01-2018	3,39,72,603	Unique Waste	Book Entry	28-03-2018	3,39,72,603	Actual Payment	56	5,21,223
351	IRIDCL	Loan 290	31-08-2017	4,78,20,492	Unique Waste	Book Entry	28-09-2017	2,10,94,451	Book Entry	28	1,61,820
352	IRIDCL	Loan 290	31-08-2017		Unique Waste		29-09-2017	2,67,26,041	Book Entry	29	2,12,344
364	IRIDCL	Loan 301	29-09-2017	3,99,452	Unique Waste	Book Entry	31-03-2018	3,99,452	Book Entry	183	20,027
376	IRIDCL	Loan 312	29-09-2017	16,56,986	Unique Waste	Book Entry	31-03-2018	16,56,986	Book Entry	183	83,076
379	IRIDCL	Loan 315	30-09-2017	9,52,76,712	Unique Waste	Book Entry	30-09-2017	9,52,76,712	To be checked	0	-
380	IRIDCL	Loan 316	09-03-2017	12,30,72,822	Unique Waste	Book Entry	31-03-2017	12,30,72,822	Book Entry	22	7,41,809
381	IRIDCL	Loan 317	30-09-2017	74,00,00,000	Unique Waste	Book Entry	30-09-2017	74,00,00,000	To be checked	0	-
382	IRIDCL	Loan 318	30-09-2017	1,35,00,00,000	Unique Waste	Book Entry	30-09-2017	1,10,29,97,247	To be checked	0	-
383	IRIDCL	Loan 318	30-09-2017		Unique Waste		31-03-2018	24,70,02,753	Book Entry	182	1,23,16,302
384	IRIDCL	Loan 319	05-10-2017	34,02,740	Unique Waste	Book Entry	31-03-2018	34,02,740	Book Entry	177	1,65,010
385	IRIDCL	Loan 320	31-12-2017	9,52,76,712	Unique Waste	Book Entry	31-03-2018	9,52,76,712	Book Entry	90	23,49,289
386	IRIDCL	Loan 321	31-12-2017	34,02,740	Unique Waste	Book Entry	31-03-2018	34,02,740	Book Entry	90	83,903
387	IRIDCL	Loan 322	24-01-2018	8,27,54,630	Unique Waste	Book Entry	31-03-2018	8,27,54,630	Book Entry	66	14,96,385
388	IRIDCL	Loan 323	24-01-2018	9,38,642	Unique Waste	Book Entry	31-03-2018	9,38,642	Book Entry	66	16,973
389	IRIDCL	Loan 324	31-03-2018	8,08,84,603	Unique Waste	Book Entry	30-09-2018	8,08,84,603	Outstanding	183	40,55,310
390	IRIDCL	Loan 325	31-03-2018	9,08,75,342	Unique Waste	Book Entry	30-09-2018	9,08,75,342	Outstanding	183	45,56,216
391	IRIDCL	Loan 326	31-03-2018	3,45,205	Unique Waste	Book Entry	30-09-2018	3,45,205	Outstanding	183	17,308
392	IRIDCL	Loan 327	24-03-2017	30,03,40,209	Unique Waste	Book Entry	31-03-2017	25,28,30,111	Book Entry	7	4,84,880
393	IRIDCL	Loan 327	24-03-2017		Unique Waste		30-05-2017	4,75,10,098	Book Entry	67	8,72,103
394	IRIDCL	Loan 328	31-03-2018	1,00,00,00,000	Unique Waste	Book Entry	30-09-2018	1,00,00,00,000	Outstanding	183	5,01,36,986

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
395	IRIDCL	Loan 329	31-03-2018	4,64,141	Unique Waste	Book Entry	30-09-2018	4,64,141	Outstanding	183	23,271	
396	IRIDCL	Loan 330	31-03-2018	32,45,548	Unique Waste	Book Entry	30-09-2018	32,45,548	Outstanding	183	1,62,722	
397	IRIDCL	Loan 331	31-03-2018	12,329	Unique Waste	Book Entry	30-09-2018	12,329	Outstanding	183	618	
398	IRIDCL	Loan 332	31-03-2018	18,00,00,000	Unique Waste	Book Entry	30-09-2018	18,00,00,000	Outstanding	183	90,24,658	
399	IRIDCL	Loan 333	26-03-2018	75,00,00,000	Unique Waste	Book Entry	30-09-2018	75,00,00,000	Outstanding	188	3,86,30,137	
400	IRIDCL	Loan 334	31-03-2018	25,00,00,000	Unique Waste	Book Entry	30-09-2018	25,00,00,000	Outstanding	183	1,25,34,247	
402	IRIDCL	Loan 336	29-09-2017	2,10,00,00,000	Unique Waste	Book Entry	30-09-2018	2,10,00,00,000	Outstanding	366	21,05,75,342	
403	IRIDCL	Loan 337	30-03-2017	1,04,25,00,000	Unique Waste	Book Entry	31-03-2017	1,04,25,00,000	Book Entry	1	2,85,616	
404	IRIDCL	Loan 338	31-03-2017	1,04,25,00,000	Unique Waste	Book Entry	30-05-2017	95,24,89,902	Book Entry	60	1,56,57,368	
405	IRIDCL	Loan 338	31-03-2017		Unique Waste		30-06-2017	9,00,10,098	Book Entry	91	22,44,087	
406	IRIDCL	Loan 339	30-03-2017	50,00,00,000	Unique Waste	Book Entry	09-05-2017	44,90,00,000	Book Entry	40	49,20,548	
407	IRIDCL	Loan 339	30-03-2017		Unique Waste		09-05-2017	39,29,972	Book Entry	40	43,068	
408	IRIDCL	Loan 339	30-03-2017		Unique Waste		31-08-2017	4,70,70,028	Book Entry	154	19,85,968	
409	IRIDCL	Loan 340	28-09-2017	1,35,00,00,000	Unique Waste	Book Entry	29-09-2017	1,35,00,00,000	Book Entry	1	3,69,863	
410	IRIDCL	Loan 341	27-06-2017	5,00,00,000	Unique Waste	Book Entry	30-06-2017	5,00,00,000	Book Entry	3	41,096	
411	IRIDCL	Loan 342	28-06-2017	1,00,00,00,000	Unique Waste	Book Entry	30-06-2017	1,00,00,00,000	Book Entry	2	5,47,945	
412	MBEL	Loan 343	29-09-2017	90,00,00,000	Unique Waste	Book Entry	24-01-2018	90,00,00,000	Book Entry	117	2,88,49,315	
413	MBEL	Loan 344	29-09-2017	5,00,00,00,000	Unique Waste	Book Entry	30-12-2017	3,82,15,35,897	Book Entry	92	9,63,23,645	
414	MBEL	Loan 344	29-09-2017		Unique Waste		18-01-2018	1,17,84,64,103	Book Entry	111	3,58,38,223	
415	MBEL	Loan 345	15-03-2018	5,00,00,00,000	Unique Waste	Book Entry	30-09-2018	5,00,00,00,000	Outstanding	199	27,26,02,740	
416	MBEL	Loan 346	23-04-2015	1,80,00,00,000	Unique Waste	Book Entry	30-09-2015	38,47,00,000	Book Entry	160	1,68,63,562	
417	MBEL	Loan 346	23-04-2015		Unique Waste		27-10-2016	1,41,53,00,000	Book Entry	553	21,44,27,644	
418	IRIDCL	Loan 347	31-03-2017	2,00,00,00,000	Unique Waste	Book Entry	30-05-2017	2,00,00,00,000	Book Entry	60	3,28,76,712	
419	MBEL	Loan 348	30-06-2017	1,52,50,00,000	Unique Waste	Book Entry	30-09-2018	1,52,50,00,000	Outstanding	457	19,09,38,356	
420	MBEL	Loan 349	28-09-2016	21,00,00,000	Unique Waste	Book Entry	31-03-2017	21,00,00,000	Book Entry	184	1,05,86,301	
421	MBEL	Loan 350	31-12-2016	99,00,00,000	Unique Waste	Book Entry	29-08-2017	75,00,00,000	Book Entry	241	4,95,20,548	
422	MBEL	Loan 350	31-12-2016		Unique Waste		19-06-2018	24,00,00,000	Book Entry	535	3,51,78,082	
423	MBEL	Loan 351	26-04-2018	78,00,00,000	Unique Waste	Book Entry	30-09-2018	78,00,00,000	Outstanding	157	3,35,50,685	
424	MBEL	Loan 352	30-03-2016	98,75,00,000	Unique Waste	Book Entry	31-03-2017	98,75,00,000	Book Entry	366	9,90,20,548	
425	MBEL	Loan 353	30-09-2016	1,18,00,00,000	Unique Waste	Book Entry	30-06-2017	1,18,00,00,000	Book Entry	273	8,82,57,534	
426	MBEL	Loan 354	30-09-2016	17,00,00,000	Unique Waste	Book Entry	30-06-2017	17,00,00,000	Book Entry	273	1,27,15,068	
427	MBEL	Loan 355	29-08-2017	75,00,00,000	Unique Waste	Book Entry	30-09-2018	75,00,00,000	Outstanding	397	8,15,75,342	
428	MBEL	Loan 356	30-09-2016	1,00,00,00,000	Unique Waste	Book Entry	31-03-2017	1,00,00,00,000	Book Entry	182	4,98,63,014	
429	MBEL	Loan 357	30-03-2015	22,00,00,000	ITNL	Book Entry	28-08-2015	22,00,00,000	Book Entry	151	91,01,370	
430	IRIDCL	Loan 358	03-04-2017	7,78,32,329	ITNL	Book Entry	30-06-2017	7,78,32,329	Book Entry	88	18,76,505	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
431	MBEL	Loan 359	30-12-2016	3,57,34,930	ITNL	Book Entry	30-06-2017	3,57,34,930	Book Entry	182	17,81,851	
432	MBEL	Loan 360	30-12-2016	5,04,03,450	ITNL	Book Entry	30-06-2017	5,04,03,450	Book Entry	182	25,13,268	
433	MBEL	Loan 361	31-12-2016	62,50,00,000	ITNL	Book Entry	30-06-2017	30,06,39,341	Book Entry	181	1,49,08,417	
434	MBEL	Loan 361	31-12-2016		ITNL		29-09-2017	32,43,60,659	Book Entry	272	2,41,71,534	
435	MBEL	Loan 362	24-03-2017	21,73,97,523	ITNL	Book Entry	29-09-2017	21,73,97,523	Book Entry	189	1,12,57,022	
436	MBEL	Loan 363	31-03-2017	1,00,00,00,000	ITNL	Book Entry	29-09-2017	1,00,00,00,000	Book Entry	182	4,98,63,014	
437	MBEL	Loan 364	31-03-2017	98,75,00,000	ITNL	Book Entry	29-09-2017	98,75,00,000	Book Entry	182	4,92,39,726	
438	MBEL	Loan 365	31-03-2017	1,97,72,878	ITNL	Book Entry	29-09-2017	1,97,72,878	Book Entry	182	9,85,935	
439	MBEL	Loan 366	31-03-2017	4,82,42,771	ITNL	Book Entry	29-09-2017	4,82,42,771	Book Entry	182	24,05,530	
440	MBEL	Loan 367	31-03-2017	3,49,52,055	ITNL	Book Entry	29-09-2017	3,49,52,055	Book Entry	182	17,42,815	
441	MBEL	Loan 368	31-03-2017	11,28,28,065	ITNL	Book Entry	29-09-2017	11,28,28,065	Book Entry	182	56,25,947	
442	IRIDCL	Loan 369	09-05-2017	44,90,00,000	ITNL	Book Entry	30-06-2017	44,51,57,573	Book Entry	52	63,41,971	
443	IRIDCL	Loan 369	09-05-2017		ITNL		28-09-2017	38,42,427	Book Entry	142	1,49,486	
444	MBEL	Loan 370	31-03-2017	27,56,250	ITNL	Book Entry	29-09-2017	27,56,250	Book Entry	182	1,37,435	
445	MBEL	Loan 371	31-03-2017	72,66,000	ITNL	Book Entry	29-09-2017	72,66,000	Book Entry	182	3,62,305	
446	MBEL	Loan 372	31-03-2017	3,61,72,500	ITNL	Book Entry	29-09-2017	3,61,72,500	Book Entry	182	18,03,670	
447	MBEL	Loan 373	31-03-2017	25,52,84,716	ITNL	Book Entry	29-09-2017	25,52,84,716	Book Entry	182	1,27,29,265	
448	MBEL	Loan 374	31-05-2017	60,41,713	ITNL	Book Entry	29-09-2017	60,41,713	Book Entry	121	2,00,287	
449	MBEL	Loan 375	30-06-2017	4,87,77,534	ITNL	Book Entry	29-09-2017	4,87,77,534	Book Entry	91	12,16,097	
450	MBEL	Loan 376	30-06-2017	62,50,00,000	ITNL	Book Entry	29-09-2017	62,50,00,000	Book Entry	91	1,55,82,192	
451	MBEL	Loan 377	30-06-2017	2,43,49,315	ITNL	Book Entry	29-09-2017	2,43,49,315	Book Entry	91	6,07,065	
452	MBEL	Loan 378	30-06-2017	1,35,00,00,000	ITNL	Book Entry	29-09-2017	40,04,16,643	Book Entry	91	99,82,990	
453	MBEL	Loan 378	30-06-2017		ITNL		29-09-2017	90,00,00,000	Book Entry	91	2,24,38,356	
454	MBEL	Loan 378	30-06-2017		ITNL		11-01-2018	4,95,83,357	Actual Payment	195	26,48,974	
455	MBEL	Loan 379	29-08-2017	4,86,14,424	ITNL	Book Entry	11-01-2018	4,86,14,424	Actual Payment	135	17,98,068	
456	IRIDCL	Loan 380	09-05-2017	39,29,972	ITNL	Book Entry	28-09-2017	39,29,972	Book Entry	142	1,52,892	
457	MBEL	Loan 381	29-08-2017	5,82,843	ITNL	Book Entry	11-01-2018	5,82,843	Actual Payment	135	21,557	
458	MBEL	Loan 382	29-09-2017	14,95,00,000	ITNL	Book Entry	11-01-2018	4,37,54,305	Actual Payment	104	12,46,698	
459	MBEL	Loan 382	29-09-2017		ITNL		31-03-2018	10,57,45,695	Book Entry	183	53,01,770	
460	MBEL	Loan 383	29-09-2017	40,00,00,000	ITNL	Book Entry	04-10-2017	25,00,00,000	Actual Payment	5	3,42,466	
461	MBEL	Loan 383	29-09-2017		ITNL		31-03-2018	15,00,00,000	Book Entry	183	75,20,548	
462	MBEL	Loan 384	29-09-2017	7,10,137	ITNL	Book Entry	31-03-2018	7,10,137	Book Entry	183	35,604	
463	MBEL	Loan 385	29-09-2017	39,45,206	ITNL	Book Entry	31-03-2018	39,45,206	Book Entry	183	1,97,801	
464	MBEL	Loan 386	05-10-2017	2,63,71,233	ITNL	Book Entry	31-03-2018	2,63,71,233	Book Entry	177	12,78,824	
465	MBEL	Loan 387	05-10-2017	94,59,247	ITNL	Book Entry	31-03-2018	94,59,247	Book Entry	177	4,58,709	

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#	SPV	Unique Key	Loan Taken				Repayment				Interest @ 10%	
			Date	Amount	Lender	Type of Entry	Date of Repayment	Amount	Type of Entry	No of days	Interest	
466	MBEL	Loan 388	05-10-2017	5,36,21,507	ITNL	Book Entry	31-03-2018	5,36,21,507	Book Entry	177	26,00,276	
467	MBEL	Loan 389	05-10-2017	89,83,233	ITNL	Book Entry	31-03-2018	89,83,233	Book Entry	177	4,35,625	
468	MBEL	Loan 390	31-12-2017	1,24,26,370	ITNL	Book Entry	31-03-2018	1,24,26,370	Book Entry	90	3,06,404	
469	IRIDCL	Loan 391	27-06-2017	65,44,521	ITNL	Book Entry	28-09-2017	65,44,521	Book Entry	93	1,66,751	
470	MBEL	Loan 392	30-11-2017	1,20,20,548	ITNL	Book Entry	31-03-2018	1,20,20,548	Book Entry	121	3,98,489	
471	MBEL	Loan 393	30-12-2017	63,74,21,233	ITNL	Book Entry	31-03-2018	63,74,21,233	Book Entry	91	1,58,91,872	
472	MBEL	Loan 394	30-12-2017	3,82,15,35,897	ITNL	Book Entry	31-03-2018	3,97,92,95,591	Book Entry	91	9,92,09,835	
473	MBEL	Loan 394	30-12-2017	17,84,64,103	ITNL	Book Entry						
474	MBEL	Loan 394	30-12-2017		ITNL		26-04-2018	2,07,04,408	Book Entry	117	6,63,676	
475	MBEL	Loan 395	18-01-2018	1,17,84,64,103	ITNL	Book Entry	26-04-2018	74,18,90,993	Book Entry	98	1,99,19,265	
476	MBEL	Loan 395	18-01-2018		ITNL		28-09-2018	43,65,73,110	Book Entry	253	3,02,61,095	
477	MBEL	Loan 396	18-01-2018	79,03,781	ITNL	Book Entry	26-04-2018	79,03,781	Book Entry	98	2,12,211	
478	MBEL	Loan 397	18-01-2018	28,88,215	ITNL	Book Entry	26-04-2018	28,88,215	Book Entry	98	77,547	
479	MBEL	Loan 398	18-01-2018	66,12,603	ITNL	Book Entry	26-04-2018	66,12,603	Book Entry	98	1,77,544	
480	MBEL	Loan 399	24-01-2018	1,19,98,451	ITNL	Book Entry	28-09-2018	1,19,98,451	Book Entry	247	8,11,950	
481	MBEL	Loan 400	24-01-2018	3,26,66,301	ITNL	Book Entry	28-09-2018	3,26,66,301	Book Entry	247	22,10,569	
482	MBEL	Loan 401	24-01-2018	3,70,516	ITNL	Book Entry	28-09-2018	3,70,516	Book Entry	247	25,073	
				1,27,88,44,54,231				1,27,88,44,54,230			5,80,05,26,830	

4.2 Instances indicating potential issues in PDF / PMF charged by ITNL

4.2.2 PDF/PMF charged by ITNL to ACEL

4.2.2.1 Extract of PIM of ACEL prepared in the month of May 2017 indicating budgeted PDF/PMF of INR 174.00 crs.

CONFIDENTIAL

AMRAVATI CHIKHLI EXPRESSWAY LIMITED
(A Project by IL&FS Transportation Networks Limited)

Four laning of Amravati Chikhli section of NH-06 on DBFOT (Toll) Basis



PROJECT INFORMATION MEMORANDUM

ADVISORS & ARRANGERS



**HFCL
Projects
Limited**



IL&FS Financial Services
IL&FS Financial Services Limited

MAY 2017

(1) Total Project Cost	
The project cost has been estimated at Rs. 2786.50 Cr. The detailed break up of each of the cost elements is presented in the table below:	
Cost Component	(In Rs. Cr)
Development Cost	2400.00
Preliminary & Pre-operative Expenses	105.00
Interest During Construction (IDC)	232.09
DSR	49.41
Total Project Cost	2786.50
Total Project Cost excluding DSR	2737.09

Sr.	Particulars	Amount Rs. Cr (ITNL)	Amount Rs. Cr (FIPL)
16	Electrical Items	16.41	14.87
	Sub-Total (B)	85.36	90.07
	Total - (A+B)	2,066.98	2,084.64
C	Design consultancy fees, supervision consultancy fees, establishment charges etc.	174.00	174.00
D	Escalation during construction	159.03	159.03
	Total Development Cost	2400.00	2,417.67

4.2.2.2 Extract of the annual report of ITNL for the financial year 2018-19 indicating new policy guidelines dated 09 March 2019 by MoRTH.

(iii) Amravati-Chikhli Road Project

Amravati Chikhli Expressway Limited (ACEL), a special purpose vehicle had undertaken the development works of the Four - laning of Amravati-Chikhli in the State of Maharashtra. After achieving progress of approx. 22%, construction works were suspended in July 2018 due to financial problems faced by the Company. The Company could not achieve Financial Close due to unwillingness of Banks to finance the project. Meanwhile, MoRTH notified new policy guidelines on 9th March 2019 for resolution of stuck National Highway projects. NHAI has agreed to foreclose the Concession on payment of full and final settlement amount as per new Policy Guidelines. NHAI is in the process of determination of settlement amount payable to ACEL. The project will be transferred to NHAI upon receipt of settlement amount.

4.2.2.3 Extract of banking records of ACEL indicating receipt of funds from ITNL and utilization of the same for PDF:

Bank Statement of ACEL			
08-11-2017	RTGS/K_XUTRSYNBH17312952082/NATIONAL HIGHWAY PIU//	154326123.00	CR
08-11-2017	IL & FS TRANSPORTATION	154326123.00	DR
10-11-2017	IL AND FS TRANSPORTATION LTD	750000000.00	CR
10-11-2017	IL AND FS TRANSPORTATION LTD	750000000.00	DR
11-11-2017	Consolidated Charges for A/c	50.00	DR
11-11-2017	GST @18% on Charge	9.00	DR

Company Code	Company Name	Posting Date	Amount in local currency	Text	Name of offsetting account
1032 Amravati Chikhli Ex		23-06-2017	-20,20,291.00	I Fees May-17	National Highway Authority of India
1032 Amravati Chikhli Ex		29-06-2017	-1,30,01,757.00	Utility Shifting Water Supply Line in 57 Villages	IL&FS Transportation Networks Ltd
1032 Amravati Chikhli Ex		05-07-2017	65,00,00,000.00	*MM1105+ Borrowing / Increase 0000002610000	Unsecured Term Loan - Related Party
1032 Amravati Chikhli Ex		05-07-2017	-65,00,00,000.00	Pd agnst PDF	IL&FS Transportation Networks Ltd

4.2.2.4 Extract of Bank Statement of ITNL indicating ITNL source of funds for making an equity investment in ACEL of INR 300.00 crs:

INDIAN OVERSEAS BANK SPECIALIZED LARGE CORPORATE BR customer Account Ledger Report from 01-04-2013 to 30-09-2018						
Account No	299802000000035 M/s IL&FS TRANSPORTATION NETWORKS LTD	GL. Date	Value Date	Particulars	Transaction Debit Amount	Transaction Credit Amount
		10/11/2017	10/11/2017	Cr For RTGS UTIBH17314005265/IL&FS TRANSPORTATION	31,50,00,000.00	31,50,00,000.00
		10/11/2017	10/11/2017	29980330100022 Draw Down Credit		3,00,00,00,000.00
		10/11/2017	10/11/2017	Charges for PORD Customer Payment :000085353799	67.26	3,31,49,99,932.74
		10/11/2017	10/11/2017	RTGS PMT IOBAM17314658136 211 IL&FS TRANSPORTATION	3,00,00,00,000.00	31,49,99,932.74
		10/11/2017	10/11/2017	Dr. Tran for funding A/c 299804000000337	30,00,00,000.00	1,49,99,932.74

4.2.2.5 Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 300 crs from IOB 299802000000035 to Axis Bank and outflow of INR 75 crs to ACEL.

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
10-11-2017	BRN-RTGS-UTIBH17314005265-IL AND FS TRANS-		10-11-2017	315000000.00		36276927.08
10-11-2017	RTGS/UTIBR52017111000328677/120000701010002017/IL		10-11-2017	3698630.00		32578297.08
10-11-2017	RTGS/IOBAR52017111000658136/IL FS TRANSPORTATION N		10-11-2017		3000000000.00	3032578297.08
10-11-2017	DD ISSUED AT 3089		10-11-2017	250000.00		3032328297.08
10-11-2017	TO AMRAVATI CHIKHLI EXPRESSWAY		10-11-2017	750000000.00		2282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	1000000000.00		1282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	1000000000.00		282328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	250000000.00		32328297.08
10-11-2017	TO AMRAVATI CHIKHLI EXPRESSWAY		10-11-2017		750000000.00	782328297.08
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017		2250000000.00	3032328297.08

4.2.2.6 Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 389.16 crs from Bank of Tokyo to Axis Bank and outflow of INR 65 crs to ACEL

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name				
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
05-07-2017	BRN-RTGS-UTIBH17186052370-BANK OF TOKYO M-		05-07-2017	116541870.00		249694784.82
05-07-2017	INFRASTRUCTURE LEASING & FINACIAL SERVICES LTD		05-07-2017		1500000000.00	1749694784.82
05-07-2017	RTGS/BOTMH17186241617/THE BANK OF TOKYO MITSUBISHI		05-07-2017		3891600000.00	541294784.82
05-07-2017	AMRAVATI CHIKHLI EXPRESSWAY LTD		05-07-2017	650000000.00		491294784.82
05-07-2017	AMRAVATI CHIKHLI EXPRESSWAY LIMITED		05-07-2017		650000000.00	5641294784.82

4.2.3 PDF/PMF charged by ITNL to FSEL

4.2.3.1 Extract of Bank Statement of IOB 299802000000035 indicating ITNL source of funds for making an equity investment in FSEL of INR 300 crs

INDIAN OVERSEAS BANK SPECIALIZED LARGE CORPORATE BR customer Account Ledger Report from 01-04-2013 to 30-09-2018					
Account No	299802000000035 M/s IL&FS TRANSPORTATION NETWORKS LTD			Transaction Debit Amount	Transaction Credit Amount
GL. Date	Value Date	Particulars			Balance
10/11/2017	10/11/2017 Cr For RTGS UTIBH17314005265/IL FS TRANSPORTATION			31,50,00,000.00	21,50,00,000.00
10/11/2017	10/11/2017 299803301000022 Draw Down Credit			3,00,00,00,000.00	3,31,50,00,000.00
10/11/2017	10/11/2017 Charges for PORD Customer Payment :000085353799			67.26	3,31,49,99,932.74
10/11/2017	10/11/2017 RTGS PMT IOBAM17314658136 211 IL&FS TRANSPORTATION			3,00,00,00,000.00	31,49,99,932.74
10/11/2017	10/11/2017 Dr. Tran for funding A/c 299804000000337			30,00,00,000.00	1,49,99,932.74

4.2.3.2 Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) for the inflow of INR 300 crs from IOB 299802000000035 to Axis Bank and outflow of INR 225 crs to FSEL

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(VV), MUMBAI, [MH]			
10-11-2017	BRN-RTGS-UTIBH17314005265-IL AND FS TRANS-		10-11-2017	315000000.00		36276927.06
10-11-2017	RTGS/UTIBR5201711000328677/120000701010002017/IL		10-11-2017	3698630.00		32578297.06
10-11-2017	RTGS/IOBAR5201711000658136/IL FS TRANSPORTATION N		10-11-2017		3000000000.00	3032578297.06
10-11-2017	DD ISSUED AT 3089		10-11-2017	250000.00		3032328297.06
10-11-2017	TO AMRAVATI CHIKHLI EXPRESSWAY		10-11-2017	75000000.00		2282328297.06
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	1000000000.00		1282328297.06
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	1000000000.00		282328297.06
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017	250000000.00		32328297.06
10-11-2017	TO AMRAVATI CHIKHLI EXPRESSWAY		10-11-2017		750000000.00	782328297.06
10-11-2017	FAGNE SONGADH EXPRESSWAY LTD		10-11-2017		2250000000.00	3032328297.06

4.2.3.3 Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) inflow of INR 389.16 crs from Bank of Tokyo to Axis Bank and outflow of INR 75 crs to FSEL

STATEMENT FOR A/C : 028010200009072 BETVVEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(VV), MUMBAI, [MH]			
05-07-2017	BRN-RTGS-UTIBH17186052370-BANK OF TOKYO M-		05-07-2017	116541870.00		249694784.82
05-07-2017	INFRASTRUCTURE LEASING & FINACIAL SERVICES LTD		05-07-2017		1500000000.00	1749694784.82
05-07-2017	RTGS/BOTMH17186241617/THE BANK OF TOKYO MITSUBISHI		05-07-2017		389160000.00	5641294784.82
05-07-2017	AMRAVATI CHIKHLI EXPRESSWAY LTD:		05-07-2017	650000000.00		4991294784.82
05-07-2017	AMRAVATI CHIKHLI EXPRESSWAY LIMITED		05-07-2017		650000000.00	5641294784.82

4.2.5 PDF/PMF charged by ITNL to SSTL

4.2.5.1 Extract of banking records of ITNL highlighting the transactions undertaken

TUNNELWAY 000705040784 INDBN04084131195/CICI BANK LT					
06-AUG-18	TWD8 DISBURSEMENT REQ		5170000000.00 Cr		5170000000.00 Cr
06-AUG-18	NEFT0001438707056RINAGAR SONAMARG	839571	2000000000.00 Dr		3170000000.00 Cr
	TUNNELWAY 000705040784				
	INDBN06084385201CICI BANK LT				
06-AUG-18	NEFT0001438729056RINAGAR SONAMARG	839572	2000000000.00 Dr		1170000000.00 Cr
	TUNNELWAY 000705040784				
	INDBN06084384071CICI BANK LT				
06-AUG-18	NEFT0001438690646RINAGAR SONAMARG	839573	1170000000.00 Dr		0.00 Dr
	TUNNELWAY 000705040784				
	INDBN06084385201CICI BANK LT				

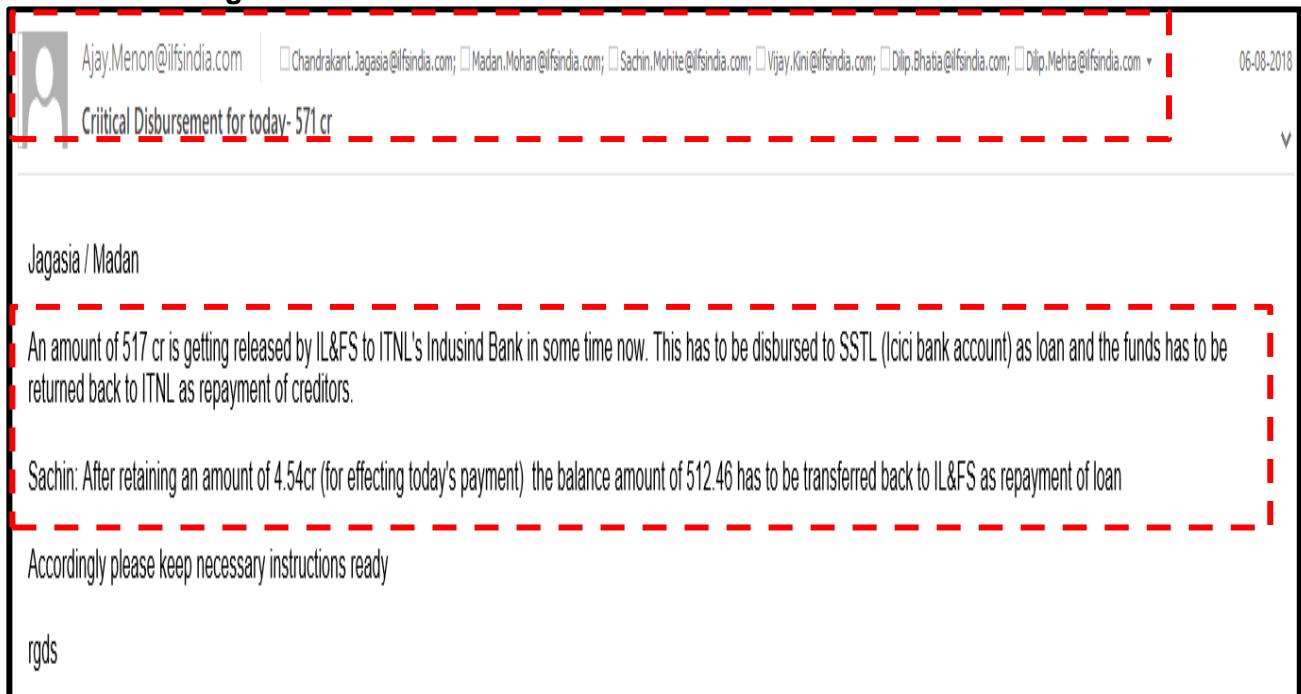
4.2.5.2 Extract of banking records of SSTL highlighting the transactions undertaken

04-08-2018	NIFT-0001050041604111B000028IL AND F'S TRANSPORTA		15,78,00,000.00	0.00		2,82,666.38 Cr
06-08-2018	NEFT-000123870705-IT'S TRANSPORTATION NETWORKS LTD		0.00	2,00,00,000.00		2,00,02,82,666.38 Cr
06-08-2018	NEFT-000143872905-IT'S TRANSPORTATION NETWORKS LTD		0.00	2,00,00,000.00		4,00,02,82,666.38 Cr
06-08-2018	NEFT-000143869064-IT'S TRANSPORTATION NETWORKS LTD		0.00	1,17,00,00,000.00		5,17,02,82,666.38 Cr
07-08-2018	RTGS/ICCR52011080700254132811B000028IL AND F'S		5,17,00,00,000.00	0.00		7,82,666.38 Cr

4.2.5.3 Extract of banking records of ITNL highlighting the transactions undertaken

06-08-2018	By Clg 038025 240 Mumbai	38025	06-08-2018		29406.00	6666996.30
07-08-2018	RTGS/ICCI18219254932/SRINAGAR SONAMARG TUNNELWAY		07-08-2018		5170000000.00	517666996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	1000000000.00		417666996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	1000000000.00		317666996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	84600000.00		3092066996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	1000000000.00		2092066996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	1000000000.00		1092066996.30
07-08-2018	INFRASTRUCTURE AND LEASING & F		07-08-2018	1000000000.00		92066996.30

4.2.5.4 Extract of the email dated 06 August 2018 which was sent by Ajay Menon to Chandrakant Jagasia

 Ajay.Menon@ilfsindia.com | Chandrakant.Jagasia@ilfsindia.com; Madan.Mohan@ilfsindia.com; Sachin.Mohite@ilfsindia.com; Vijay.Kini@ilfsindia.com; Dilip.Bhatia@ilfsindia.com; Dilip.Mehta@ilfsindia.com | 06-08-2018

Critical Disbursement for today- 571 cr

Jagasia / Madan

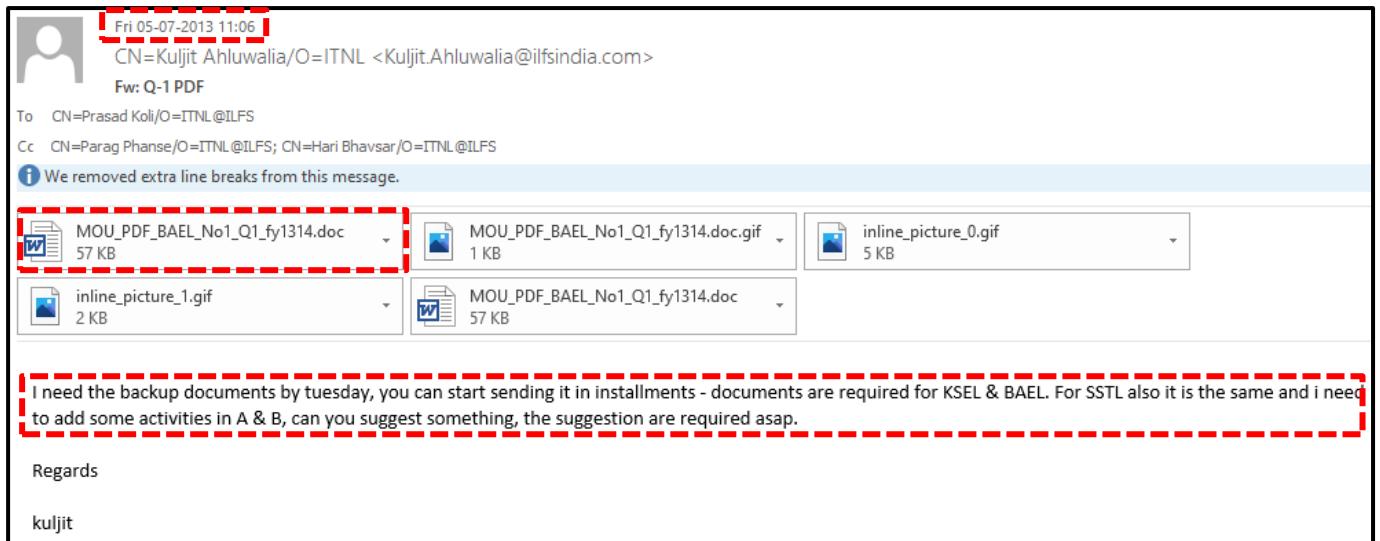
An amount of 517 cr is getting released by IL&FS to ITNL's Indusind Bank in some time now. This has to be disbursed to SSTL (cici bank account) as loan and the funds has to be returned back to ITNL as repayment of creditors.

Sachin: After retaining an amount of 4.54cr (for effecting today's payment) the balance amount of 512.46 has to be transferred back to IL&FS as repayment of loan

Accordingly please keep necessary instructions ready

rgds

4.2.5.5 Extract of the email dated 05 July 2013 sent by Kuljit Alhuwalia to Prasad Koli



Fri 05-07-2013 11:06

CN=Kuljit Ahluwalia/O=ITNL <Kuljit.Ahluwalia@ilfsindia.com>

Fw: Q-1 PDF

To CN=Prasad Koli/O=ITNL @ILFS

Cc CN=Parag Phanse/O=ITNL @ILFS; CN=Hari Bhavsar/O=ITNL @ILFS

We removed extra line breaks from this message.

MOU_PDF_BAEL_No1_Q1_fy1314.doc 57 KB

MOU_PDF_BAEL_No1_Q1_fy1314.doc.gif 1 KB

inline_picture_0.gif 5 KB

inline_picture_1.gif 2 KB

MOU_PDF_BAEL_No1_Q1_fy1314.doc 57 KB

I need the backup documents by tuesday, you can start sending it in installments - documents are required for KSEL & BAEL. For SSTL also it is the same and i need to add some activities in A & B, can you suggest something, the suggestion are required asap.

Regards

kuljit

This Memorandum of Understanding (MoU) is signed on this 8th day of June 2013 by and among the following two parties, namely: -

BARWA ADDA EXPRESSWAY LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as “**BAEL**” (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

AND

IL&FS TRANSPORTATION NETWORKS LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as “**ITNL**” (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

BAEL and ITNL hereinafter shall individually be referred to as “**the Party**” and collectively “**the Parties**”.

4.2.6 PDF/PMF charged by ITNL to KNCEL

4.2.6.1 Extract of PIM of KNCEL (April 2012) indicating budgeted PDF/PMF of INR 150.43crs:

CONFIDENTIAL

KIRATPUR NER CHOWK EXPRESSWAY LIMITED

DBFOT Road Project in Himachal Pradesh
(Four laning of Kiratpur to Ner-Chowk section of NH-21)



PROJECT INFORMATION MEMORANDUM

MANDATED LEAD ARRANGER  IL&FS Financial Services IL&FS Financial Services Limited	SOLE UNDERWRITER & JOINT ARRANGER 
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APRIL 2012

(1) Project Cost

The project cost has been estimated at Rs 2291.00 cr. The detailed break up of each of the cost elements is presented in the table below:

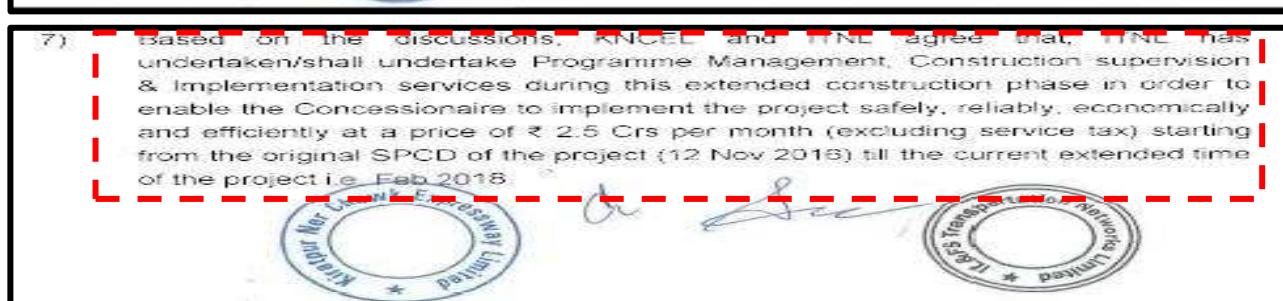
Table 21: Project Cost

Name of the Component	Amount (Rs. Cr)
Development Cost	1948.55
Project Monitoring Expenses	105.00
Project Implementation Expenses	45.43
Preliminary & Preoperative Expenses	24.48
Interest During Construction (IDC)	167.54
TOTAL	2291.00

4.2.6.2 Extract of spreadsheet provided by the representatives of ITNL indicating the total agreed amount of PDF/PMF between KNCEL and ITNL

Fees	Raised by ITNL			Rs. Cr
Financial Year	Base Value	Tax	Total	Agreements
F.Y. 2011-12	31.16	3.21	34.37	
F.Y. 2012-13	42.83	5.29	48.12	
F.Y. 2012-13	8.15	1.01	9.16	
F.Y. 2012-13	10.19	1.26	11.45	
F.Y. 2014-15	13.35	1.65	15.00	
F.Y. 2014-15	22.25	2.75	25.00	
F.Y. 2014-15	18.00	2.22	20.22	
F.Y. 2015-16	20.00	2.80	22.80	
Total	165.93	20.20	186.12	

4.2.6.3 Extract of additional PDF/PMF agreement dated 28 March 2017 executed by ITNL and KNCEL



Extension of Time Fees				
F.Y. 2016-17	11.50	1.73	13.23	 M:\Surendra\Ashish -Revenue Statements
F.Y. 2017-18	30.00	5.18	35.18	 M:\Surendra\Ashish -Revenue Statements
Total	41.50	6.90	48.40	 M:\Surendra\Ashish -Revenue Statements

4.2.7 PDF/PMF recognised in KSEL

4.2.7.1 Extract of an email dated 24 February 2015 which was sent by Ajay Menon to K. Ramchand and Mukund Sapre

From: Ajay Menon
To: Ramchand Karunakaran; Mukund Sapre
Cc: George Cherian; SC Mittal; KR Khan; Shaivali Parekh
Date: 24/02/2015 18:20 ZE5B
Subject: Meeting with IDBI Bank- Khed Sinnar Project

Gist of the meeting with IDBI on February 23, 2015

Participants from IDBI Bank :

1. Abhay Bongirwar - ED (Project Appraisal Department)
2. Ranjana Paranjape - Chief General Manager (Project Appraisal Department)
3. Biju George - General Manager (Project Appraisal Department)

The above team was also represented by 7 of their colleagues

Participants from ITNL / IFIN :

1. George Cherian
2. SC Mittal
3. KR Khan
4. Rajesh Kotian
5. Ajay Menon
6. Shaivali Parekh
7. Lubna Usman
8. Shailendra Jahagirdar

George and KR Khan gave presentation on the perspective of ITNL and the Project

Concerns from IDBI

6. Project milestone achievement - While the project milestone 1 (10% of the TPC) Rs 230cr was achieved by Dec'14 , Khan's presentation stated that Milestone 2 (35% of the TPC) 700cr was achieved by Jan 31, 2015 which had IDBI wanting clarification on how such a large number was expended in a months time. While the company stated offhand that this number also included creditors, the bank wanted some more clarification on this. This actually also includes 225cr of Design fees booked by ITNL. We may need to draft and provide a proper justification in support of this

4.2.7.2 Extract of Monthly Progress Report ('MPR') of January 2015 for KSEL Project

Four Laning of Khed-Sinnar Section of NH-50 from Km. 42+000 to Km. 177+000 (Design Length - 137.946 Km) under NHDP PHASE IV B in the state of Maharashtra on DBFOT basis.

MONTHLY PROGRESS REPORT

January 2015



Submitted By:
Khed Sinnar Expressway Ltd

Four Laning of Khed-Sinnar Section of NH-50 from Km. 42+000 to Km. 177+000 (Design Length - 137.946 Km) under NHDP PHASE IV B in the state of Maharashtra on DBFOT basis.

28

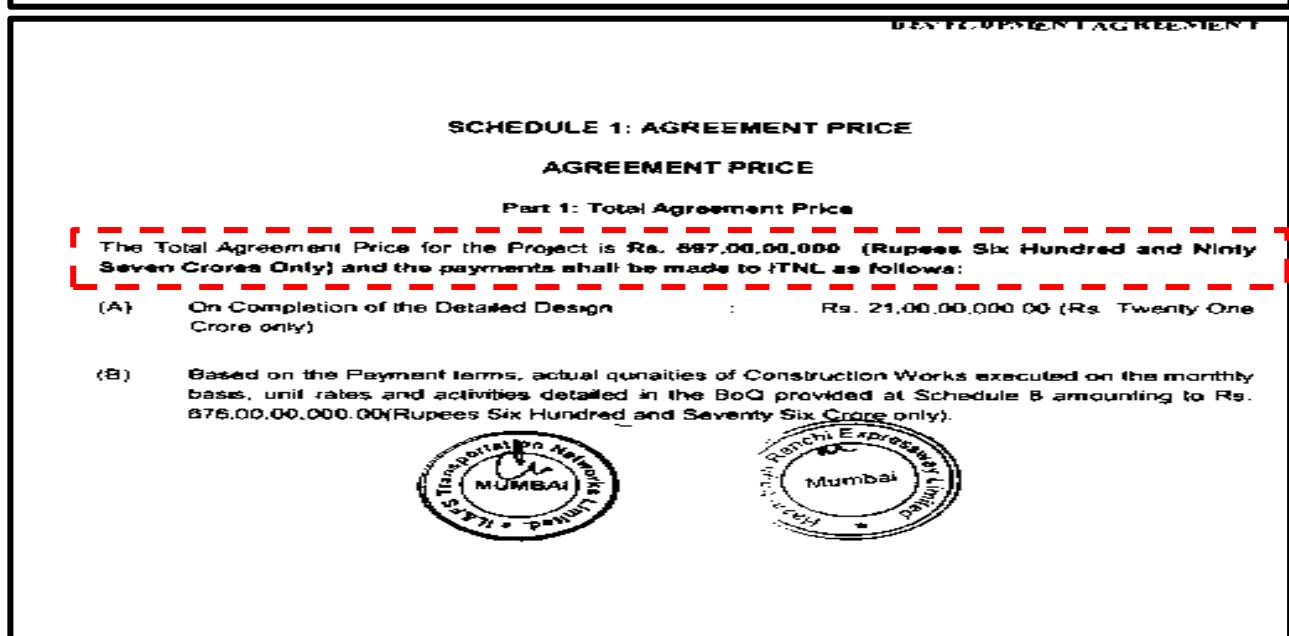
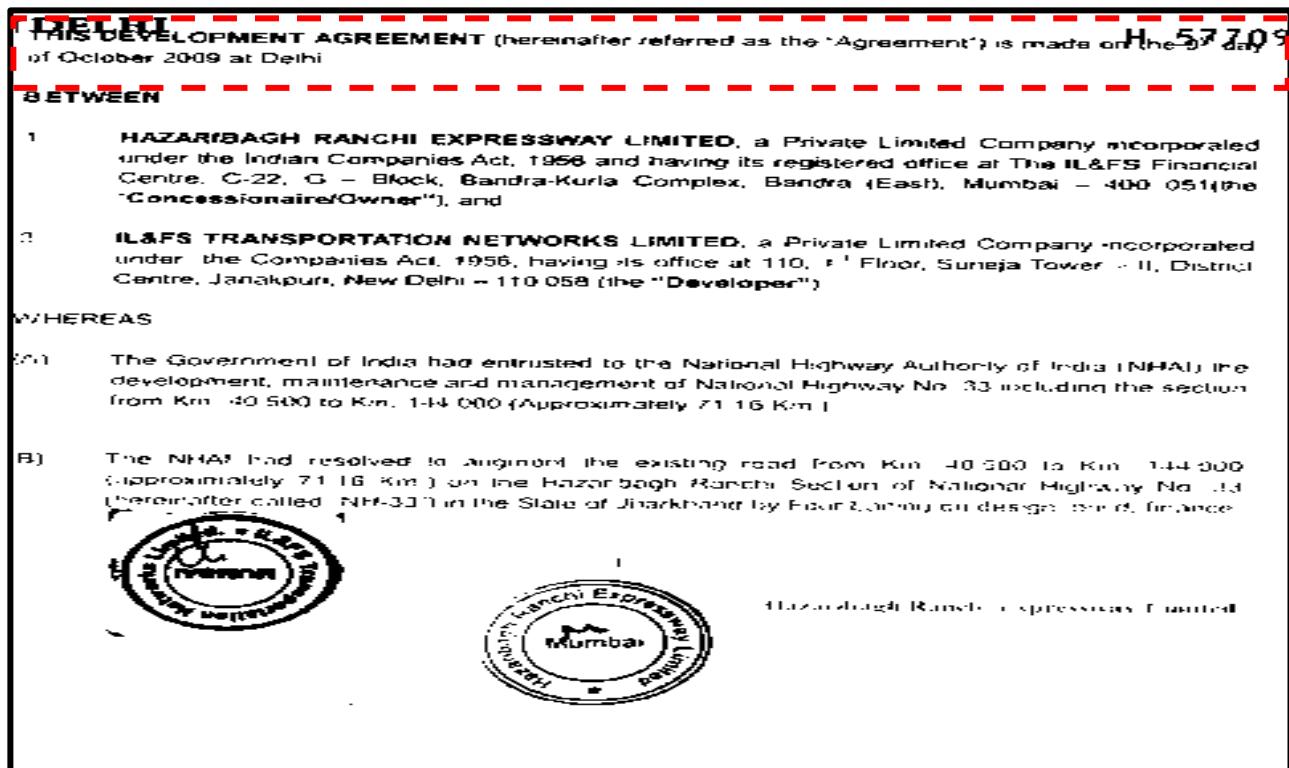
9. PROJECT WORKS PROGRESS

The execution of project works commenced during 12th February 2014. The EPC Contractor has been carrying out the execution of various works for road and structure works in all 3 Sections of the project road.

- 9.1. THE PHYSICAL PROGRESS ACHIEVED TILL JANUARY 2015 IS 24.42%
 (The work sheet for Physical Progress has been enclosed for reference).
- THE FINANCIAL PROGRESS ACHIEVED IS ABOUT 36.06%.

4.2.9 PDF/PMF charged by ITNL to HREL

4.2.9.1 Extract of the development agreement dated 09 October 2009 between HREL and ITNL



4.2.9.2 Extract of Detailed Design, Programme Management Services Cum O&M Contract dated 15 October 2009 between ITNL and HREL

DETAILED DESIGN, PROGRAMME MANAGEMENT SERVICES CUM O&M CONTRACT ("Contract/Agreement")

This AGREEMENT is made on 15 October 2009, 2009 at Delhi between

HAZARIBAGH RANCHI EXPRESSWAY LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IC&FS Financial Centre, C-22, G - Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 (the "Concessionaire/Owner"); and, hereinafter referred to as "HREL" or "Concessionaire"; and

IT&FS TRANSPORTATION NETWORKS LIMITED, an existing company within the meaning of Section 3 of the Companies Act, 1956 having its Registered office in 110, 1st Floor, Suneta Tower, H, District Centre, Janakpuri, New Delhi - 110 058 (hereinafter referred to as the "Operator" or "O&M Contractor" or "ITNE".)

DESIGN, SERVICES AND O&M CONTRACT

Part 2 : FEES FOR SERVICES

1. **Programme Management Fee**

For rendering Programme Management Services, the Owner shall pay to ITNL a total minimum amount of Rs. 35,25,00,000/- (Rupees Thirty Five Crore and Twenty Five Lakh Only) during the Construction Period. The Owner shall pay an initial fee of Rs. 12,00,00,000/- (Rupees Twelve Crore Only) to ITNL on submission of construction schedule and quality manuals. The balance amount shall be paid in equal monthly installments during the Construction Period to ITNL. However if COD is not achieved within Construction Period, the Programme Management Fee may be decided mutually for the extended period.
2. **Detailed Design & Drawing Fee**

For providing Design and Drawing Services to the Project for the execution of the construction work, Owner shall pay a total minimum amount of Rs. 25,00,00,000/- (Rupees Twenty Five Crore Only). The Owner shall pay the fee on submission of the design and drawing to the Concessionaire. However if the Design and Drawing is to be revised within the Construction Period from the Commencement Date the same shall be done. Additional Fee for the revision may be decided mutually for the revision of the work.
3. **O&M Fee**

Operations and Maintenance Fee

The Annual price (payable pro rata monthly in arrears from COD) for the Operations and Maintenance shall be Rs 4,45,00,000/- (Rupees Four Crore and Forty Five Lacs Only) per annum (subject to adjustment if any made by NEIAF under the Concession Agreement).

The Cost of Operation and Maintenance is set for the base year 2010 and shall be escalated at 5% per Annum from the date of this Agreement.

4.2.10 PDF/PMF charged by ITNL to BKEL

4.2.10.1 Extract of the email dated 10 May 2012 sent by Ajay Menon to Ravi Sreehari

From: Ajay Menon/ITNL
 To: Ravi Sreehari/ITNL@ILFS, Narayanan Doraiswamy/ITNL@ILFS, Vaibhav Saraf/ITNL@ILFS,
 Cc: Mukund Sapre/ITNL@ILFS, George Cherian/ITNL@ILFS, Shaivali Parekh/ITNL@ILFS
 Date: 05/10/2012 12:30 PM
 Subject: Fw: Baleshwar Kharagpur

Based on the model attached the PDF considered works out to 68 cr against a project cost of 660 cr. This translates to 10%. Based on the note attached on the booking of PDF fees and which has been agreed upon with the auditors in March 12 the range of fees to be applied on PDF is 4.5% to 7%, for milestones covering pre-bid activities upto the date of Appointed Date, depending on the project. The model considers a higher percentage which may cause a concern with the auditors at the time of audit. We have to provide the confirmation on the numbers to IFIN. Suggest we meet this afternoon to finalise the stand

4.2.10.2 Extract of the email dated 10 May 2012 sent by Ajay Menon to Ravi Sreehari and Kuljit Ahluwalia

From: Ajay Menon/ITNL
 To: Ravi Sreehari/ITNL@ILFS, Kuljit Ahluwalia/ITNL@ILFS
 Cc: George Cherian/ITNL@ilfs, Mukund Sapre/ITNL@ilfs, Narayanan Doraiswamy/ITNL@ilfs, Shaivali Parekh/ITNL@ilfs, Vaibhav Saraf/ITNL@ilfs
 Date: 10-05-2012 15:28
 Subject: Re: Fw: Baleshwar Kharagpur

Based on our discussion this afternoon following action is being proposed on the trailing mail:

1. PDF fees to be restricted to Rs 47 Cr to be in line with the revenue recognition and milestone note of 7% as agreed upon with the auditors
2. The Differential of 21cr (68-47) is to be recognized as follows:
 - (a) 1.5% of Project cost working out to approx. 10cr to be recognised on achievement of COD. This is again in line with the revenue recognition and milestone note
 - (b) Balance 11cr to be added with the construction cost of 508cr and recognised as margin during the construction phase

Please confirm if our understanding is correct upon which i shall provide the nos to IFIN

4.2.10.3 Extract of PIM of BKEL (July 2012) indicating budgeted PDF/PMF of INR 40.00 crs

CONFIDENTIAL

BALESHWAR KHARAGPUR EXPRESSWAY LIMITED

DBFOT Toll Road Project in Orissa and West Bengal

(Construction of New Bridges/Structures, Repair of Existing Four Lane Highway from Baleshwar to Kharagpur Section of NH-60)



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

 **IL&FS | Financial Services**
 IL&FS Financial Services Limited

July 2012

Project Cost and Means of Financing

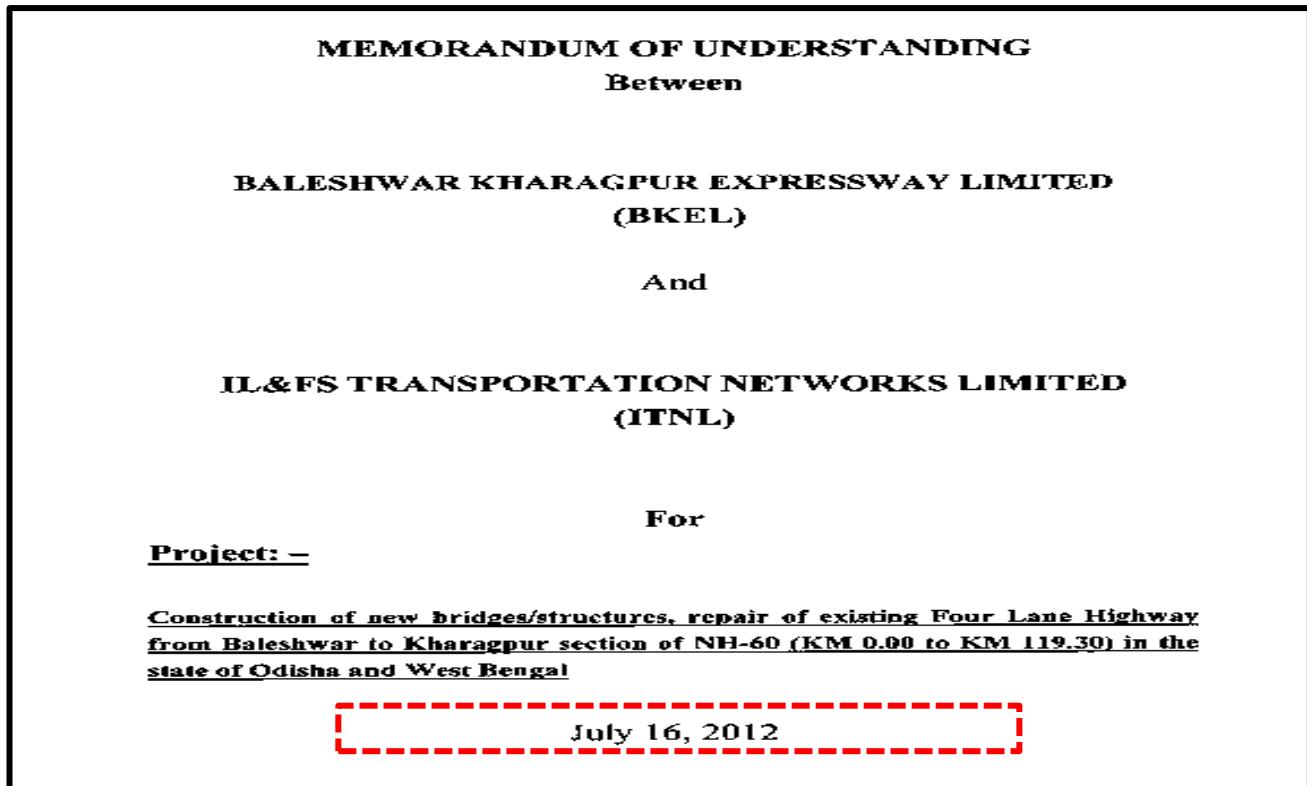
(a) Project Cost

The cost of the Project has been estimated at Rs. 660.00 Cr

Table 2: Project Cost

Name of the Component	Amount (Rs Cr)
Development Cost	536.00
Project Monitoring Expenses	40.00
Preliminary & Preoperative Expenses	24.95
Interest During Construction (IDC)	59.05
TOTAL	660.00

4.2.10.4 Extract of MOU dated 16 July 2012



- 4) Based on the discussions, BKEL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

I	Particulars	Amount (In Crores)*
	Service Related to Financial closure Activities	19.80
	Finalization of PIM and project Structure	
	Undertaking Traffic Studies from the Lenders Point of view	
	Undertaking review of Construction Cost from Lenders Point of view	
	Finalization of the Financial Model	
	Finalization of term sheet for all debt	
	Drafting and submitting the document to the authority	
	Detailed design & Drawings for Roads	
	Detailed design & Drawings for structure	
	Execution of the Financing Documents	
II	Service Related to commencement of work	16.50
	Finalization of the Construction Schedule	
	Finalization of the QA/QC Manuals	
	Assessment of the Existing Structure and preliminary plan of rehabilitation	
	Services towards Environmental clearance, material source identification, preliminary testing to commence the work	
	Completion of all works related to first drawdown	
	Optimization of cost	
	Completion of Applicable Permits required to commence the work	

* All Inclusive

4.2.10.5 Extract of e-mail dated 19 June 2012

{In Archive} Q2
Kuljit Ahluwalia
to:
MB Bajulge, Parag Phanse
01-10-2012 11:55
Cc:
Deep Sen, Ravi Sreehari, Prashant Agarwal
[Hide Details](#)
From: Kuljit Ahluwalia/ITNL
To: MB Bajulge/ITNL@ILFS, Parag Phanse/ITNL@ILFS
Cc: Deep Sen/ILFS@ILFS, Ravi Sreehari/ITNL@ILFS, Prashant Agarwal/ITNL@ILFS
History: This message has been replied to.
Archive: This message is being viewed in an archive.
5 Attachments

ITI BOOKING ACTIVITIES Q2.xlsx, Bid_preamble.doc, MOU_PDF_dated19jun_Q2_2012_01/09/2012.doc, MOU_PDF_scottish_Q2_2012.doc

MOU_PDF_scottish_Q2_2012.doc

Attach Is the final number of the PDF for your review and draft Agreement for SBHL, Gomti-2 and BKEL, agreement for KNCEL, HREL, APEL and IMICL shall be sent in the second half for your review and comments. Also attaching the preamble for the auditors once again for your review and comments. Please send your comments asap as we need to calculate the tax for SPV immediately.

Have not considered the amount of Car Park (2.9 crore)

Regards

Kuljit

Project	As per Plan		As per Doc		As Per Doc
	PDF	Q2	Balance	Q3	
KNCL		20.62	20.62		Need to execute an additional agreement in KNCEL for some service by ITNL - Pending
BKEL	36.30	33.66	2.64	1.65	MOU needs to be execute, addtional agreement for service by ITNL - DONE
SBEL	51.12	45.98	5.14	5.11	MOU needs to be execute, addtional agreement for service by ITNL - DONE
Car Park	2.90	0.00	2.90		MOU needs to be execute, addtional agreement for service by ITNL
Gomti II	72.13	82.47	-10.35	28.85	MOU needs to be execute, addtional agreement for service by ITNL - DONE
IMICL	8.00	8.00	0.00		Agreement needs to be execute - Pending
HREL	17.38	17.38	0.00	2%	869 Agreement needs to be execute - Pending
APEL	14.98	14.98	0.00	2%	749 Agreement needs to be execute - Pending
Total	223.43	223.09	0.34	35.61	
Net of Service Tax	195.81	195.63	0.19		
			0.86		
Required	179.40	179.40			113.022
Shortfall	16.41	16.23			
PAT ADD	10.18	10.06			Additional which can be adjusted for construction loss

4.2.10.6 Extract of e-mail dated 19 June 2012

[In Archive] Q1 : Forecast

Deep Sen to: Harish Mathur, Sanjiv Rai, MB Bajulge, Ramchand Karunakaran, Mukund Sapre, George Charan, Rahul Chandran
Cc: Chandran

19-06-2012 10:58

Archive: This message is being viewed in an archive.

Harish, Sanjiv -

Find attached the Q1 forecast - construction, the rest . We have a (PAT) band of 115.0-120.0 crores to hit, therefore crucial construction targets in the powerpoint come together .

Last night, inspite of the single mail(s), Q1 execution wasn't entirely convincing :

- CNTL*
- JRPICL (AK)*
- MP Check Post*
- RMGL/IRL (contract accounting) **

* Please look at these & confirm ASAP, there isn't much space to go down .

** I'd like Rahul to engage with Aggarwal & Deloitte (if necessary) to sort out :

- % completion reporting issues
- contract accounting

Call/email if you need anything from me .

 Jun_18_Presentation.ppt

Thanks

Deep Sen
IL&FS Transportation Networks
+91 22 2659 3693



Business Review
June '12

June 18, 2012

 IL&FS | Transportation

[Redacted]

INR MM	Q1		Q2		Q3		Q4		FY12-13	
	Fest.	Plan								
Construction	10,209	11,960	10,516	9,290	16,026	15,659	17,012	16,573	53,762	53,489
POF	1,371	1,778	2,063	1,657	418	418	236	236	4,088	4,089
Total / Annuity										
ITNL	93	143	135	157	100	124	108	131	436	555
GRCL	279	279	282	282	282	282	276	276	1,119	1,119
EHCL	90	89	93	93	92	92	88	88	363	362
IRDCL	45	48	49	49	52	52	51	51	197	200
WGCL	118	126	95	95	119	119	119	119	451	459
HREL	-	-	-	-	5	5	14	14	19	19
MBEL	33	33	33	33	34	34	37	37	137	137
JRPCL	-	8	26	26	35	35	38	38	99	107
CNTL										
NKEL	137	137	135	135	134	134	125	125	531	531
JSEL										
NTBCL	62	80	63	80	63	60	62	59	260	240
BTOML	18	18	18	18	18	18	19	19	73	73
MPBCDCL	-	-	-	235	236	238	329	329	856	851
CRL	-	2	-	2	-	2	9	11	9	17
YuHa	381	381	385	385	371	371	408	408	1,554	1,554
	1,266	1,334	1,314	1,571	1,541	1,584	1,683	1,706	5,003	6,174
Eisamex	2,004	1,363	1,562	2,381	2,100	2,781	2,207	2,719	7,873	9,344
VNL	88	163	167	169	168	163	161	166	554	640
Grant										
IRDCL	20	20	20	20	20	20	20	20	80	80
	20	20	20	20	20	20	20	20	80	80
Total	14,956	16,815	15,642	15,082	20,262	20,805	21,306	21,809	72,176	73,716

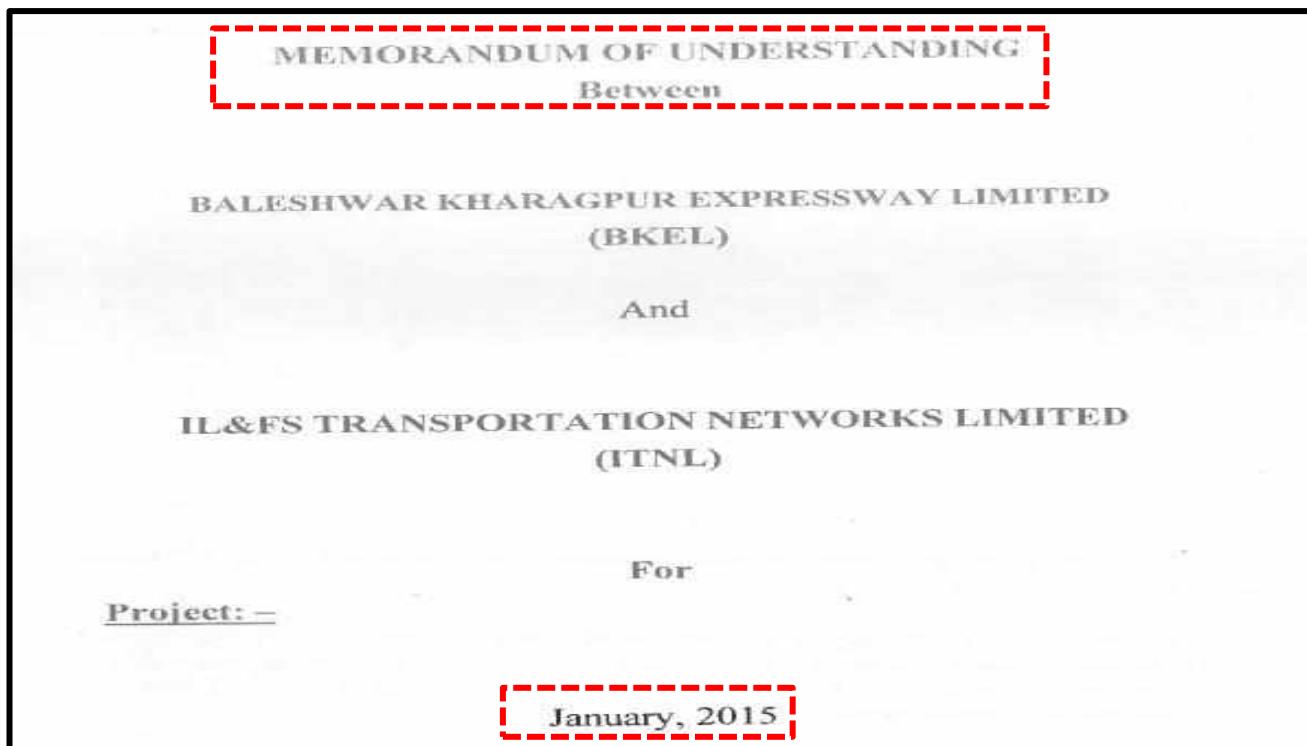
Project	INR MM				
	Q1	Q2	Q3	Q4	
Spanco	350	-	-	-	350
Kiratpur	496	76	-	-	573
Balleshwar - 8% of 710 Cr	213	357	-	-	570
Sikkar - 8% of 850 Cr	259	425	-	-	680
Car Park	30	10	-	-	40
Ramky	340	-	-	-	340
Gomti 2 - 8% of 1200 Cr	-	600	160	-	960
Total	1,544	1,603	360	-	3,513
Service Tax @ 12.38%	170	177	40	-	386
Net of Service Tax	1,375	1,431	320	-	3,126
Required	1,374	2,063	415	236	4,091
[Shortfall] / Excess		(63)	(98)	(236)	(1955)

----INR MM----
EBIT
PAT

Impact
- MPBCDCL
(190)
(105)

- Eisamex
(66)
(Nil)

4.2.10.7 Extract of MOU dated 22 January 2015



- 2) Based on the discussions, BKEL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

	Particulars	Amount Rs. (In Crore)*
	<p>Preparation of initial documents for insurance claims such as:</p> <p>1) Preparation and submission of claim intimation</p> <p>2) Initial Claim preparation:</p> <p>Collecting and compilation of information required for initial submission for claim to establish the damages to the property. Various details to be covered as initial submission will include:</p> <ul style="list-style-type: none"> - Evidence for loss with time, date, photographs and videos. - Collection of reports regarding flood, earthquake and any other natural disaster causing the damage. - Identification of damage locations along with initial measurements - preparation of initial cost estimate of damages <p>3) Co-ordination with Insurance Company and Loss Adjuster;</p> <ul style="list-style-type: none"> i. Co-ordinate with insurer and ensuring appointment of suitable loss adjuster. ii. Arranging site visits with loss adjuster iii. Accompanying loss adjuster for site visit to verify damage locations iv. Substantiating claimed location with surveyor and ensure to 	8

4.2.10.8 Extract of MOU dated 09 April 2015

{In Archive} Q4 Documents

Prashant Agarwal to: Rajiv Dubey, SC Mittal, Sumesh AS
Cc: Mukund Sapre, George Cherian, Vijay Kini

09-04-2015 20:39

History: This message has been forwarded.

Archive: This message is being viewed in an archive.

As per todays discussion please provide the below documents:

1) BKEL Insurance advisory - Rs 8 Crs - Rajiv

2) BAEL Fee - Rs 12 Crs - Sumesh/SCM

3) KNCEL Fee - Rs 18 Crs - Sumesh/SCM

4) BAEL O&M Fee revision - Rs 4 Crs - Rajiv

As we have to provide the invoices tomorrow itself please send the documents/MOU by tomorrow first half so that invoices can be sent to the SPVs for March closing

Regards

CA Prashant Agrawal
AVP
IL&FS Transportation Networks Limited

4.2.10.9 Extract of BKEL-CWIP Workings

Baleshwar Kharagpur Expressway Limited			
Annexure - 1			
	Exhibit	AS on 31 March 2018	Rs Mn
Capital Work in Progress			
EPC Cost	A	6,119,405,930	6,119.41
		-	-
Borrowing Cost :			
Debt Syndication Fees		44,494,560	44.49
Lead Bank Charges		3,381,502	3.38
Security Trusteeship Fee		788,082	0.79
Security / Documentation Charges		6,219,890	6.22
Upfront Fees		13,258,480	13.26

8. Annexures

Project Icarus

Interest during construction		B	838,261,784	838.26
Interest on STL From ITNL + Interest on Loan				
Advertising Expenses			3,022,018	3.02
Business Promotion Expenses			60,000	0.06
Concession Fee			4	0.00
Guest House Expenses			122,587	0.12
Independent Engineer			56,277,796	56.28
Lenders Independent Fees			2,795,539	2.80
Legal, Professional & Consultation Fees			1,762,264	1.76
Bank Charges			702,741	0.70
Postage & Telegram			450	0.00
Telephone Exp Mobile			1,625	0.00
Service Tax Write off			140,607	0.14
Travelling Exp			1,789,425	1.79
Deputation Cost			3,118,636	3.12
O&M			367,162,832	367.16
Additional Concession Fee / Premium / Negative Grant			1,138,216,585	1,138.22
Periodic Maintenance Expenses			516,062	0.52
Travel Airfare Domestic			665,143	0.67
Repairs & Maintenance			898,880	0.90
Insurance			7,402,767	7.40
Finance Charges			1,676,140	1.68
Toll Plaza Exp			10,546,130	10.55
Rates and Taxes			89,223	0.09
Miscellaneous Exp			35,045	0.04
		(A)	8,622,812,787	8,622.81
Less: Income				
Interest on bank deposits			7,575,130	7.58
Toll Revenue			1,297,766,251	1,297.77
		(B)	1,305,341,381	1,305.34
IGAAP Capital Work in progress (A-B)				
Insurance Claim		(C)	60,323,217	60.32
Total			7,257,148,189	7,257.15

4.2.10.10 Extract of Bank Statement of BKEL

145	09/10/2014	DEP TFR	TRF FROM 0099826509140 RTGS ALLAR52014100900472064 BALESHWAR KHARAGPUR EX	30300000.00	117105361.99 Cr
146	10/10/2014	WDL TFR	TRF TO 0065171603590 trf	114367700.00	2737661.99 Cr
147	11/10/2014	NPB MIS CCOD CR	RTGS RECEIVED	18600000.00	21337661.99 Cr
148	14/10/2014	WDL TFR	TRF TO 0065171603839 trf towards payment of insurance	19224000.00	2113661.99 Cr
149	17/10/2014	DEP TFR	TRF FROM 0099826509140 RTGS ORBCR52014101700047056 SUNDAY OPERATIONS	30300000.00	32413661.99 Cr
150	21/10/2014	WDL TFR	TRF TO 0065171603748 trf payment of sitting fees & lender engineer fees	280000.00	32133661.99 Cr
151	28/10/2014	WDL TFR	TRF TO 0065171603748 TRF TOWARDS PYMNT OF INDEPENDENT ENGI FEES SEPT14	1644350.00	30489311.99 Cr
152	30/10/2014	DEP TFR	TRF FROM 0099511509148 NEFT UTIB0000028AXISF14303015194IL FS TRANSPORTATI	35000000.00	65489311.99 Cr
153	31/10/2014	WDL TFR	TRF TO 0065171603760 funds trfpayment of interest	25686000.00	39803311.99 Cr
154	31/10/2014	WDL TFR	TRF TO 0065171604232 funds trf payment to IL&FS Transportation	4974300.00	34829011.99 Cr
155	03/11/2014	WDL TFR	TRF TO 0065171603590 TRANSFER	34800000.00	29011.99 Cr
156	03/11/2014	DEP TFR	TRF FROM 0099511509148 NEFT UTIB0000028AXISF14307013398IL FS TRANSPORTATI	34800000.00	34829011.99 Cr
157	05/11/2014	DEP TFR	TRF FROM 0065171603964 TRF TOWARDS PAYMENT OF PREMIUM TO NHAI OCT14	32156250.00	66985261.99 Cr
158	05/11/2014	WDL TFR	TRF TO 0065171604196 TRF TOWARDS PAYMENT OF PREMIUM TO NHAI OCT14	32156250.00	34829011.99 Cr
159	05/11/2014	WDL TFR	TRF TO 0065171603590 TRF TOWARDS PAYMENT OF RA BILL OCT 2014	30000000.00	4829011.99 Cr
160	08/11/2014	WDL TFR	TRF TO 0065171603748 TRF PAYMENT TO LEAD BK CHGS 2014-15	561800.00	4267211.99 Cr
161	14/11/2014	DEP TFR	TRF FROM 0099511509148 NEFT UTIB0000028AXISF14318043378IL FS TRANSPORTATI	17000000.00	174267211.99 Cr
162	17/11/2014	WDL TFR	TRF TO 0065171603590 trf payment of RA bill for oct14	184184096.00	10083115.99 Cr
163	17/11/2014	WDL TFR	TRF TO 0065171603590 TRANSFER	7886700.00	2216415.99 Cr
164	21/11/2014	WDL TFR	TRF TO 0065171603748 TRANSFER	1649175.00	587240.99 Cr
165	22/11/2014	DEP TFR	TRF FROM 0099826509140 RTGS PSIBR52014112200007328 PUNJAB AND SIND BANK	98000000.00	98567240.99 Cr

8. Annexures

Project Icarus

181	17/12/2014	DEP TFR	TRF FROM 0099826509140 RTGS UTIBR52014121700083402 IL FS TRANSPORTATION N	8500000.00		219848970.99 Cr
182	17/12/2014	WDL TFR	TRF TO 0065171603590 PART PAY 3 BILL 118210085 & 2ND BILL		8500000.00	134848970.99 Cr
183	17/12/2014	WDL TFR	TRF TO 0065171603590 RA BILL NOV 2014		85001000.00	49757970.99 Cr
184	18/12/2014	DEBIT	TRF NEFT		600.00	49757370.99 Cr
185	20/12/2014	WDL TFR	TRF TO 0065171603748 PAYMENT DEPUTATION COST NOV14, IE FEE, STAMP DUTY		1975000.00	47782370.99 Cr
186	30/12/2014	WDL TFR	TRF TO 0065171604232 TRF FOR DEC 14 INTT.		5013400.00	42788970.99 Cr
187	30/12/2014	WDL TFR	TRF TO 0065171603780 TRF		29887900.00	12881070.99 Cr
188	02/01/2015	DEP TFR	TRF FROM 0099826509140 RTGS UTIBR52015010200044247 IL FS TRANSPORTATION N	100000000.00		112881070.99 Cr
189	02/01/2015	WDL TFR	TRF TO 0065171604196 transfer		32156250.00	80724820.99 Cr
190	02/01/2015	DEP TFR	TRF FROM 0065171603964 transfer	32156250.00		112881070.99 Cr
191	02/01/2015	WDL TFR	TRF TO 0065171595816 TFER		1900000.00	110981070.99 Cr
192	02/01/2015	WDL TFR	TRF TO 0065171603748 TFER		188500.00	110792570.99 Cr
193	05/01/2015	WDL TFR	TRF TO 0065171603590 TFR OF FUNDS		100000000.00	10792570.99 Cr
194	06/01/2015	WDL TFR	TRF TO 0065171595816 tfer		10800000.00	192570.99 Cr
195	07/01/2015	DEP TFR	TRF FROM 0065171603964 tfer	15000000.00		15192570.99 Cr
196	07/01/2015	WDL TFR	TRF TO 0065171595816 tfer		15000000.00	192570.99 Cr

280	03/06/2015	WDL TFR	TRF TO 0065171604196 TRF TOWARDS PREMIUM TO NHAI MAY 15		33784063.00	3359089.99 Cr
281	08/06/2015	DEP TFR	TRF FROM 0099826509140 RTGS YESBR52015060800005283 IL AND FS TRANSPOTATIO	100000000.00		103359089.99 Cr
282	09/06/2015	DEP TFR	TRF FROM 0099826509140 RTGS UTIBR520150609000083859 IL FS TRANSPORTATION N	50000000.00		153359089.99 Cr
283	09/06/2015	WDL TFR	TRF TO 0065171603590 TFER		15000000.00	3359089.99 Cr
284	16/06/2015	WDL TFR	TRF TO 0065171603748 tfer		73000.00	3288089.99 Cr
285	16/06/2015	DEP TFR	TRF FROM 0065171603964 TFER	81100000.00		64386089.99 Cr
286	16/06/2015	WDL TFR	TRF TO 0065171603590 TFER		64382500.00	3589.99 Cr
287	19/06/2015	DEP TFR	TRF FROM 0099826509140 RTGS PSIBR52015061900009319 PUNJAB AND SIND BANK	61200000.00		61203589.99 Cr
288	19/06/2015	DEP TFR	TRF FROM 0065171975274	61200000.00		122403589.99 Cr

4.2.10.11 Extract of Bank Statement of ITNL

03-II-2014	IDBI BANK	222222	03-II-2014	1024.00		76081977.11
03-II-2014	CMS CFC OUTWARD	259317	03-II-2014	8258.00		76073719.11
03-II-2014	CMS CFC OUTWARD	259336	03-II-2014	3743.00		76069976.11
03-II-2014	RTGS/PUNBHI4307454888/ROAD INFRASTRUCTURE DEVELOPM		03-II-2014		2500000.00	78569976.11
03-II-2014	AKM ENTERPRISES PVT LTD	222196	03-II-2014	15809.00		78554167.11
03-II-2014	RTGS/STBPR520141I0300431548/BALESHWAR KHARAGPUR EX		03-II-2014		34800000.00	113354167.11
03-II-2014	BRN-NEFT-UTIBH14307013396-BALESHWAR KHARA-		03-II-2014	34800000.00		78554167.11
03-II-2014	I394 STAMP PAPER CHARG BG I3940100002495		03-II-2014	110.00		78554057.11
03-II-2014	I394 STAMP PAPER CHARG BG I3940100002496		03-II-2014	110.00		78553947.11
03-II-2014	ADVANCE		03-II-2014	16784.00		78537163.11
03-II-2014	SALARY ADVANCE : VINAY NAMBIAR		03-II-2014	94578.00		78442585.11
03-II-2014	I394LCO-0005789:SFMS CHARGES		03-II-2014	150.00		78442435.11

8. Annexures

Project Icarus

17-11-2014	BRN-RTGS-UTIBH14321079067-GAYATRI CONSTRU-AS PER L		17-11-2014	900000.00	
17-11-2014	BRN-RTGS-UTIBH14321079250-HAZARIBAGH RANC-AS PER L		17-11-2014	24500000.00	
17-11-2014	BRN-RTGS-UTIBH14321079441-EAST HYDERABAD -AS PER L		17-11-2014	16000000.00	
17-11-2014	BRN-RTGS-UTIBH14321079791-ITNL ROAD INFRA-AS PER L		17-11-2014	32500000.00	
17-11-2014	BRN-TO CASH SELF	259211	17-11-2014	120000.00	
17-11-2014	RTGS/STBPR52014111700484333/BALESHWAR Kharagpur EX		17-11-2014		164184096.00
17-11-2014	ISSUE DD	259212	17-11-2014	150000.00	
17-11-2014	IL&FS TRANSPORTATION NETWORKS LTD		17-11-2014	500000.00	
17-11-2014	IL&FS TRANSPORTATION NETWORKS LTD		17-11-2014	2600000.00	

17-11-2014	TO KRISHNA D GHAG		17-11-2014	15030.00		293268797.43
17-11-2014	TO SUMMIT IT SOLUTIONS PRIVATE LIMITED		17-11-2014	380207.00		292888590.43
17-11-2014	BRN-NEFT-AXISF4321011039-MADHUBAN MOTORS-AS PER L/		17-11-2014	20536.00		292868054.43
17-11-2014	BRN-NEFT-AXISF4321011062-INSTITUTE FOR D-AS PWER L		17-11-2014	450000.00		292418054.43
17-11-2014	NEFT/STBPP914321926046/BALESHWAR Kharagpur EXPRESSW		17-11-2014		7866541.00	300284595.43
17-11-2014	From NARAYANAN DORAI SWAMY		17-11-2014		774.00	300285369.43

05-01-2015	BRN-RTGS-UTIBH15005000676-IL AND FS TRANS-		05-01-2015	800000.00		382855738.37
05-01-2015	IL&FS TRANSPORTATION NETWORKS LTD		05-01-2015	1000000.00		381855738.37
05-01-2015	IL&FS TRANSPORTATION NETWORKS LTD		05-01-2015	1000000.00		380855738.37
05-01-2015	IL&FS TRANSPORTATION NETWORKS LTD		05-01-2015	1500000.00		379355738.37
05-01-2015	RTGS/CNRBH15005756038/RAPID METRO RAIL GURG		05-01-2015		2000000.00	381355738.37
05-01-2015	RTGS/STBPR52015010500676414/BALESHWAR Kharagpur EX		05-01-2015		100000000.00	481355738.37
05-01-2015	BRN-RTGS-UTIBH15005023453-CARRIER MIDEA I-L D S.I.		05-01-2015	1436400.00		479919338.37
05-01-2015	BRN-RTGS-UTIBH15005024758-SINTEX INFRA PR-		05-01-2015	10310449.00		469608889.37
05-01-2015	BRN-RTGS-UTIBH15005024905-YFC PROJECTS PV-		05-01-2015	7509382.00		462099507.37
05-01-2015	BRN-RTGS-UTIBH15005025318-3M INDIA LTD-		05-01-2015	7739173.00		454360334.37
05-01-2015	BRN-RTGS-UTIBH15005025584-A A ENTERPRISES-		05-01-2015	1679337.00		452680997.37

09-06-2015	BRN-RTGS-UTIBH15160090197-KHUWAJA FILLING-		09-06-2015	1500000.00		154678294.65
09-06-2015	BRN-RTGS-UTIBH15160090300-FARMAN-		09-06-2015	1300000.00		153378294.65
09-06-2015	BRN-RTGS-UTIBH15160090342-RAJDEEP INFO TE-		09-06-2015	343010.00		153035284.65
09-06-2015	BRN-RTGS-UTIBH15160090408-MADRAS CEMENT L-		09-06-2015	10000000.00		143035284.65
09-06-2015	RTGS/STBPR52015060901288725/BALESHWAR Kharagpur EX		09-06-2015		150000000.00	293035284.65
09-06-2015	BRN-REF NO.0004FIR150626I EUR 1500000/RLZ		09-06-2015		108471290.00	401506574.65
09-06-2015	BRN-NEFT-AXISF160007091-THE INDIAN HOTE-LTR DTD 0		09-06-2015	16753.00		401489821.65

4.2.11 PDF/PMF recorded by ITNL with regard to CNTL and BKEL

4.2.11.1 Extract of the email dated 29 June 2010 which was sent by Sachin Gajjar to Mukund Sare

From: Sachin Gajjar
Sent: 06/29/2010 07:14 PM ZE5B
To: Mukund Sare
Cc: Ravi Sreehari; Vijay Kini; George Cherian; Ajay Menon; Narayanan Doraiswamy
Subject: June'10 PAT

Mukund

In order to achieve PAT of 70 Crs by Jun' 10, we need to book 156 Crs. including Service Tax. It is propose to book as per following:

1. Chenani Nashri Project (TPC is Rs. 3,720 Crs.)

- 3% of Project TPC i.e. Rs. 111.60 Crs. upon signing of Concession Agreement

- Balance 52.8 Crs. (164.40 Crs. - Rs. 111.60 Crs.) shall be booked in next quarter upon submission of Reports and other backup documents for Geological mapping of the Project Area and Preliminary tunnel design including permanent support system based on the initial DPR data.

With the above, we shall be able to book total revenue of Rs.156 Crs. (Rs. 111.60 + Rs. 44.40 Crs.) in June' 10 and PAT would be nearby Rs. 70 Crs.

4.2.11.2 Extract of the email dated 24 January 2014 which was sent by Ajay Menon to Prashant Agarwal

From: Ajay Menon
To: Prashant Agarwal
Cc: George Cherian
Date: 24/01/2014 13:13 ZE5B
Subject: Re: ITNL Forecast Q4 (FY14) & Q1, Q2 (FY15)

Working sheet for interest rate for SPV's and ITNL attached. As discussed there is an issue in quantifying the PDF recovery for these quarters in absence of clarity as to when the certification of LIE and invoice relating to the same will get submitted to the banks. Once this is in place and made available to us only then we can ascertain the quantum and timing of the PDF recovery. In absence of this you have to consider NIL recovery of PDF for the Q1 and Q2

rgds



Re: ITNL Forecast Q4 (FY'14) & Q1, Q2 (FY'15) [\[Attachment\]](#)

Ajay Menon to: George Cherian

Cc: "sachin mohite", Prashant Agarwal, Chandrakant Jagasia

24-01-2014 14:58

No.. Practically It will never come by that time.. Billing is carried out to achieve PAT.. This billing is not sustainable / or can be cleared by the LIE who has to certify the billing to provide to lenders. Hence there is another set of break up of services /work which is provided to LIE which will get certified and provided to lenders. Unless this is provided we cannot ascertain the quantum and timing of the recovery. Unless this is sorted out the recovery within the time frame envisaged is going to be a problem

4.2.12 PDF/PMF charged by ITNL and Spanco to MPBCDCL

4.2.12.1 Extract of the agreement dated 03 November 2010 and 03 January 2011 between ITNL and MPBCDCL

This Memorandum of Agreement (MOA) is signed on this 3rd day of November 2010 by and among the following three parties, namely: -

IL&FS TRANSPORTATION NETWORKS LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as "ITNL" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

AND

SPANCO LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at B-22, Krishna Bhavan, B. S. Deoshi Marg, Deonar, Mumbai – 400 088 India, hereinafter referred to as "SPANCO" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)



(8) The Parties agree that the consortium has put considerable efforts in success of the Project and the Consortium is eligible for a fee as detailed below from the MPBCDCL

- a) Project Development Fee/Success Fee for the activities carried out as specified at point 7 (a) above shall be a onetime payment equal to Rs. 41.00 Crs. upon signing of the Concession Agreement between MPRDC and MPBCDCL
- b) Project Development Fee/Success Fee for the activities carried out as specified at point 7 (b) above shall be a onetime payment equal to Rs. 41.00 Crs. after signing of Concession Agreement by MPRDC and MPBCDCL.

The above Fee shall be inclusive of all taxes & duties as applicable.

- (9) ITNL and SPANCO shall be eligible for 50% of the Fee specified at 7(a) & 7(b) above. The above mentioned Fee shall be billed by each Party directly to the MPBCDCL and accordingly the same shall be paid by MPBCDCL to the respective Party.

This Memorandum of Agreement (MoA) is signed on 3rd Day of January 2011 by and among the following two parties, namely:

IL&FS TRANSPORTATION NETWORKS LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, hereinafter referred to as "ITNL" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)

AND

SPANCO LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at B-22, Krishna Bhavan, B. S. Deoshi Marg, Deonar, Mumbai - 400 088 India, hereinafter referred to as "SPANCO" (Which expression shall, unless repugnant to the context or meaning thereof, include its successor, associates, subsidiaries and funds under management its successors and permitted assigns)



LKA

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (7) The Parties agree that the SPV shall pay ITNL and Spanco fees of Rs.70.50 Crore and Rs. 70.50 crore respectively for the services provided in Sr. no. (6)

The above Fee shall be inclusive of all taxes & duties as applicable.

4.2.12.2 Extract of PIM of MPBCDCL prepared in the month of March 2011 indicating project management expenses of INR 20.00 crs

CONFIDENTIAL

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED

Development of Border Check Posts in Madhya Pradesh

A BOT CHECKPOST PROJECT IN MADHYA PRADESH



PROJECT INFORMATION MEMORANDUM

SOLE ADVISOR & ARRANGER

 **IL&FS | Financial Services**
IL&FS Financial Services Limited

March 2011

(1) Project Cost

The Project cost has been estimated at Rs 1340.00cr. The detailed break up of each of the cost elements is presented in the table below:

Name of the Component	(Rs cr)
Development Cost	1165.00
Insurance	5.24
IE	21.88
Project Management Expenses	20.00
Preliminary & Preoperative Expenses	16.56
Interest During Construction (IDC)	121.32
TOTAL	1350.00

4.2.12.3 Extract of the email dated 15 December 2010 sent by Venkata Ramanna to Parag Phanse

Venkata Ramanna/ILF S	To	Parag Phanse/ILFS@ILFS
15-12-2010 11:53	cc	Ravi Sreehari/ILFS@ILFS
	Subject	MP Checkpost
<p>Parag</p> <p>In order to generate revenue to ITNL, we are proposing to book income from project development activities for the captioned project</p> <p>In this regard, request you to prepare a note on project development activities that we can share with Spanco also so that they can also generate some revenue through these activities</p> <p>My view is that as this project is scattered all over the state we can highlight as many activities as possible so that we can justify lenders also</p>		
<p>Please arrange to provide the note at the earliest</p> <p>regards</p>		

4.2.12.4 Extract of an email dated 16 April 2012 sent by Mukund Sapre to Kapil Puri (4.2.12)

From: Mukund.Sapre@iifsindia.com [mailto:Mukund.Sapre@iifsindia.com]
Sent: Monday, April 16, 2012 11:00 AM
To: kapilpuri@spancotel.com
Cc: Anil Agarwal; Viren Ahuja; Vijay.Kini@iifsindia.com
Subject: Re:

Dear All,

Need to draw your attention that following tasks need to be attended to/completed by SPANCO also:

Requirements from SPANCO and suggested method to close the payments:

1. Letter in the attached format to be submitted by SPANCO.
2. Confirmation for dues as on 31/03/2012, for which the draft letters have already been sent earlier.
3. SPANCO to release the payment to ITNL against the bill raised for '111 crores (Net of TDS '100 crores). The payment can be released by SPANCO either through LC / Bill discounting etc.
4. SPANCO is required to provide the bills based on development agreement of '282 crores.
5. MPBCDCL will release the amount to SPANCO equal to amount released by SPANCO to ITNL.

Would appreciate if you can close all these at the earliest so as to close the complete transaction asap.

Regards,
Mukund

(See attached file: SPANCO LIMITED - letter # 2.doc)

4.2.13 PDF/PMF charged by ITNL to IRIDCL

4.2.13.1 Extract of IRIDCL PIM dated May 2013

(9) **Project Cost and Means of Financing**

(a) Project Cost

The cost of the Project has been estimated at Rs 1387.09 cr

Table 2: Project Cost

Cost Head	Amount (Rs in Cr.)
Development Cost	1074.94
Project Implementation Expenses	39.81
Project Management Expenses	93.00
Preliminary & Preoperative Expenses	20.79
Interest During Construction	129.30
Contingency	29.25
Total Project Cost	1387.09

4.2.13.2 Extract of Monthly Progress Reports

December 2013 and March 2014

AILFS Transportation		Central Co-ordination Unit (CCU)															
		Monthly Project Progress															
Project		Till March'13		Q1		Q2		Q3		Mar'14		Q4		Total FY 13-14 till Mar '14		Cumm Till Mar '14	
Cost	IRIDCL-II	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved
EPC	99.30	0.00	45.00	21.00	50.00	5.78	65.00	65.47	35.00	48.80	95.00	92.07	255.00	184.32	255.00	184.32	
775.53	12.80%	0.00%	7.78%	3.63%	6.45%	0.75%	8.38%	8.44%	4.51%	6.29%	16.42%	15.91%	39.03%	28.73%	44.07%	31.86%	
COS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ITNL	52.2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ESC	77.5	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00	0.00	0.00%	0.00%	0.00	0.00%	0.00%	
Total	99.30	0.00	45.00	21.00	50.00	5.78	65.00	65.47	35.00	48.80	95.00	92.07	255.00	184.32	255.00	184.32	
	905.23	10.97%	0.00%	7.02%	3.27%	5.52%	0.64%	7.18%	7.23%	3.87%	5.39%	14.81%	14.36%	34.53%	25.50%	39.76%	28.74%

March 2015

AILFS Transportation		Central Co-ordination Unit (CCU)															
		Monthly Project Progress															
Project		Till March'15		Q1		Q2		Q3		Q4		Total FY 15-16 till Mar '16		Cumm Till Mar '16			
Cost	IRIDCL-II	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved
EPC	126.38	205.58	16.00	9.80	0.00	1.76	0.00	0.54	0.00	0.00	16.00	12.10	221.58	217.68			
775.53	16.30%	26.51%	2.06%	1.26%	0.00%	0.23%	0.00%	0.07%	0.00%	0.00%	2.06%	1.56%	28.57%	28.07%			
COS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ITNL	52.20	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
ESC	77.50	0.12	0.17	0.00	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04	0.17	0.21		
Total	126.50	205.75	16.00	9.84	0.00	1.76	0.00	0.54	0.00	0.00	16.00	12.14	221.75	217.89			
	905.23	13.97%	22.73%	1.77%	1.09%	0.00%	0.19%	0.00%	0.06%	0.00%	0.00%	1.77%	1.34%	24.50%	24.07%		

March 2016

AILFS Transportation		Central Co-ordination Unit (CCU)															
		Monthly Project Progress															
Project		Till March'14		Q1		Q2		Q3		Q4		Total for FY 14-15 till Mar '15		Cumm Till Mar '15			
Cost	IRIDCL-II	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	Plan	Achieved	31-Mar-2015	
EPC	255.00	184.32	34.86	10.41	60.83	2.03	94.85	0.00	69.27	8.82	259.81	21.26	514.81	205.58			
775.53	32.9%	23.8%	4.5%	1.3%	7.8%	0.3%	12.2%	0.0%	8.9%	1.1%	33.5%	2.7%	66.4%	26.5%			
COS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
ITNL	52.20	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
ESC	77.50	0.00	0.00	6.07	0.00	8.50	0.14	11.69	0.00	9.30	0.03	35.56	0.17	35.56	0.17		
Total	255.00	184.32	40.93	10.41	69.33	2.17	106.54	0.00	78.57	8.85	295.37	21.43	550.37	205.75			
	905.23	28.2%	20.4%	4.5%	1.1%	7.7%	0.2%	11.8%	0.0%	8.7%	1.0%	32.6%	2.4%	60.8%	22.7%		

March 2017

IRIDCL : ITNL Road Infrastructure Development Company Limited					
Four Laning of Beawar – Gomti Section of NH 8 in Rajasthan on Design, Build, Finance, Operate & Transfer (Toll) awarded by MORTH for 30 years					
CA Execution Date	April 01, 2009			Reporting Month	: Upto Mar 31, 2017
Commencement Date	Yet to be established			Project Length	: 116.3 km (247.80 lane-km)
Construction Period	24 Months from commencement Date			Total Grant	: NA
Project Timeline	SPCD	Yet to be established		Provisional COD	: 24 months from commencement date
Project Progress	Time Elapsed (%)	Physical Progress till 31 Mar 17 (%)	Total Land Required (Km)	Hindrance Free Land Available (Km)	
				As on Appointed Date +90	As on 31 Mar 17
		27.17%	116.3		
	Progress for Mar 17 (in Crs)		Key Issues during Month	Total four Laning Completed (Km)	
	Planned	Achieved		Continuous four Laning Completed (Km)	
	-	-		Delay in achievement of Financial closure	

4.2.13.3 Extract of Physical Progress as per Board Minutes

June 2014

ITNL Road Infrastructure Development Company Limited		PAGE
(6) <u>Status of operations of the project:</u>		
<p>The Board reviewed the status of the Beawar – Gomti Road Project as of June 30, 2014. Mr. Rajnish Saxena, Director informed the Board that the toll collected during the period April to June 2014 was ₹ 5.74 Crores and the average traffic per day during the aforesaid period was 2,937 vehicles</p> <p>The Board noted that the Cumulative physical progress achieved till June 2014 was 21.51% (₹ 194.73 Crores) against overall scheduled progress of 24.88% (₹ 225.25 Crores) and cumulative financial progress achieved till June 2014 was ₹ 400.16 Crores (28.85%)</p>		

March 2015

(7) <u>Status of operations of the project:</u>	
	The Board reviewed the status of the Beawar – Gomti Road Project as of March 31, 2015. The Board was informed that the toll collected during the period January to March 2015 was ₹ 6.02 Crores and the average traffic per day during the aforesaid period was 3,051 vehicles.
<p>The Board noted that the physical progress achieved till March 31, 2015 was ₹ 251.80 Crores (25.17%) against planned progress of ₹ 530.07 Crores (52.99%) and Cumulative financial progress achieved till March 31, 2015 was 29.33% (₹ 406.84 Crores)</p>	

March 2016

(6) Status of operations of the project:

The Board reviewed the status of Beawar – Gomti Road Project as of March 31, 2016.

The Board noted that the physical progress achieved till March 31, 2016 was ₹ 271.17 Crores (27.1 %) against planned progress of ₹ 275.82 Crores (27.57%) and financial progress achieved till March 31, 2016 was 34.36% (₹ 432.2 Crores)

December 2016

(6) Status of operations of the project:

The Board reviewed the status of Beawar – Gomti Road Project as of December 31, 2016.

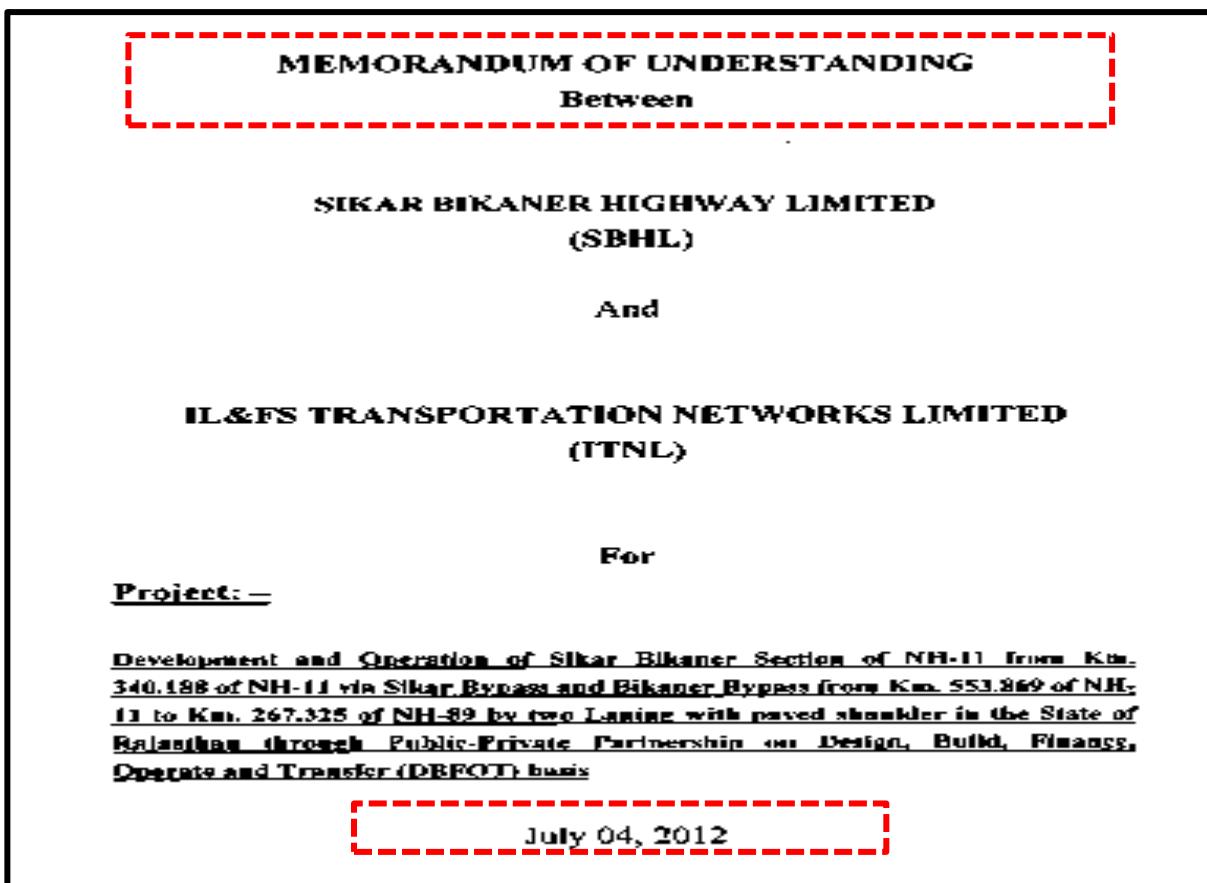
The Board noted that the physical progress achieved till December 31, 2016 was ₹271.83 Crores (27.17 %) against planned progress of ₹276.09 Crores (27.78%) and financial progress achieved till December 31, 2016 was ₹ 432.41 Crores (34.40%)

4.2.13.4 Extract of PDF/PMF fees paid as provided in ‘385_I RIDCL_CWIP details’:

PDF Phase II			
Name of Vendor	Invoice Date	Invoice No.	Amount
IL&FS Transporation Network Ltd	30-09-2012	154	875,500,000
IL&FS Transporation Network Ltd	31-12-2012	227	200,000,000
IL&FS Transporation Network Ltd	31-03-2014	43	284,500,000
IL&FS Transporation Network Ltd	30-06-2014	89	250,000,000
Total			1,610,000,000

4.2.14 PDF/PMF charged by ITNL for SBHL Project

4.2.14.1 Extract of MOU dated 04 July 2012



- 3) Based on the discussions, SBHL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

Particulars	Amount (In Crores)*
I Service for undertaking Financial closure Activities	27.00
Finalization of PIM and project Structure	
Undertaking Traffic Studies from the Lenders Point of view	
Undertaking review of Construction Cost from Lenders Point of view	
Finalization of the Financial Model	
Finalization of term sheet for all debt	
Drafting and submitting the document to the authority	
Detailed design & Drawings for Roads	
Detailed design & Drawings for structure	
Execution of the Financing documents	
II Other Concession related activities	24.07
Finalization of the Construction Schedule	
Finalization of the QA/QC Manuals	
Assessment of the Existing Structure and preliminary plan of rehabilitation	
Services towards Environmental clearance, material source identification, preliminary testing to commence the work	
Completion of all works related to first drawdown	
Optimization of Cost	
Completion of Applicable Permits required to commence the work	
Total	51.07
* All Inclusive	A

4.2.14.2 Extract of SBHL IFIN mandate dated 23 July 2012

IL&FS Financial Services

Ref: SBH/2012-13/07/MS
July 23, 2012
Mr. Ajay Memon
Director
Sikar Bikaner Highway Limited
The IL&FS Financial Center
Plot C-22, G Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400051

IL&FS Financial Services Limited
The IL&FS Financial Centre
3rd Floor, Plot C-22, G-Block
Bandra Kurla Complex
Bandra East
Mumbai 400 051
INDIA
T: +91 22 2653 3333
F: +91 22 2653 3149
W: www.ilfsin.com

Dear Sir,

Re: Engagement of IL&FS Financial Services Ltd. as the 'Debt Arranger' for Sikar Bikaner Highway Ltd (SBHL)

We refer to the various discussions between IL&FS Financial Services Ltd. and Sikar Bikaner Highway Ltd (SBHL) for syndicating / arranging debt requirements for the 2/4 laning of Sikar to Bikaner stretch on NH- 11 from Km 340.188 to Km 557.775 including Sikar Bypass and from Km 553.869 of NH-11 till Km 267.325 of NH-89 for the Bikaner Bypass, a total of 237.578 Km, in the state of Rajasthan under DBPOT (Toll) pattern, under a mandate by NHAI to Govt. of Rajasthan, hereinafter referred to as "Project".

In this context, we would like to set out below, our understanding of the proposed transaction, our proposed scope of services and the terms of our engagement for the assignment:

I Background

(1) Sikar Bikaner Highway Ltd. (SBHL) is a Special Purpose Vehicle ("SPV") incorporated / promoted by IL&FS Transportation Networks Ltd. (ITNL) for implementing the Project.

(2) ITNL won the bid for the Project that was tendered by the Public Works Department (PWD) of Government of Rajasthan ("GoR" / "Authority") under mandate by the National Highways Authority of India (NHAI) for the 2 / 4 laning (with paved shoulder) of the Sikar – Bikaner section of NH-11 under a Design, Build, Finance, Operate and Transfer (DBPOT) (Toll) pattern ("The Project"). The Project is a part of NHDP Phase IV.

V Scope of Services

(1) Project Evaluation

IFIN's objective in this phase is to perform a comprehensive project evaluation that would be a precursor to the debt syndication exercise.

The specifics of IFIN's proposed role in this phase are detailed below:

(a) **Techno-Commercial and Financial Evaluation**

This activity would entail extensive revalidation of all the critical project implementation as well as operating cost and revenues parameters to ensure their bankability from the lenders' perspective. IFIN would bring on board, its vast project financing and syndication experience to ensure that the business and financial plan for the company finds ready acceptance with lenders and would thus require minimal, if any, modifications by the prospective lenders during their due diligence exercise.

(b) **Review of Risk Management Framework**

IFIN would review the risk management framework for the company to take an informed view on its overall risk profile, formulate strategies to deal with individual risk components and the impact these would have on the overall financials of the project.

(c)

Finalization of Project / Capital Structure

As a part of the project evaluation exercise, IFIN would also recommend a suitable capital structure which in its view may be acceptable to potential lenders and thus enable SBHL to take the project forward.

IFIN would discuss various capital structuring options with SBHL and recommend optimal solutions, which while safeguarding the Sponsor's interests, would ensure that the project finds acceptance among lender's community.

IFIN shall endeavor to devise a robust project structure capable of achieving sustained operational and financial viability while enabling each of the project participants to derive desired benefits from the project.

(d)

Preparation of Project Information Memorandum

Pursuant to finalization of the capital structure for the project, IFIN shall develop detailed Project Information Memorandum (PIM) together with digitized term sheets for project debt. The PIM would be floated to the banks upon approval of the same by SBHL. Specific aspects that the PIM may cover include inter-alia:

- Executive Summary
- Salient technical, commercial & financial highlights of the Project
- Policy and Regulatory Framework
- Project Sponsors — technical, operational & financial background
- Proposed Contracting Framework
- Details of Project Contractors
- Detailed Risk Matrix - identification of risks under various stages of project development and operations, allocation and mitigation thereof
- Detailed Assumptions underlying the business plan
- Salient outputs of the business model
- Sensitivity Analyses
- Proposed Term Sheet for project debt
- Proposed time-table up to the stage of financial closure

(2)

Debt Syndication

IFIN/Arrangers scope of services in debt syndication would include:

(a) **Identification of Potential Lenders**

Prior to submission of the PIM, IFIN shall, in close co-ordination with SBHL, identify potential project lenders.

(b) **Assistance in Due Diligence**

IFIN shall actively assist in managing the due diligence exercise by potential lenders. The due diligence is likely to entail site visits, discussions with senior officials of the sponsors, as well as collation of additional information / documents.

(c) **Approvals and Documentation**

Following the completion of due diligence exercise, IFIN/Arrangers would co-ordinate with the lenders to provide their respective approvals. IFIN/Arrangers would thereafter assist lenders/sponsors in finalization and execution of necessary documents.

4.2.14.3 Extract of FSIP Contract

HiPS | Transportation

LARS Transportation Network Limited
LARS Financial Services, T: +91 122 266232600
Plot C-22, G Block,
Bandra Kurla Complex,
Mumbai - 400051
India

Ref: TTNL/BID/GRF 089(281)/2012/138 25th January 2012

Feedback Infrastructure Services Private Limited
15th Floor, Tower 9B, DLF Cyber City,
Phase - III, Gurgaon 122 002

Kind Attn.: Mr. Rajeev Bhatnagar

Sub: Work Order for Pre-Bid Engineering Services for "Development and Operation of Sikar-Bikaner section of NH-11 (Km. 340.188 to Km. 557.775 via Sikar Bypass) & Bikaner bypass from Km. 553.869 of NH-11 to Km 267.325 of NH-89 through Public Private Partnership ('PPP') on Design, Build, Finance, Operate and Transfer (the "DBFOE") Basis."

Ref: Your offer through mail, Dated 24th January 2012.

Dear Sir,

We are pleased to inform you that your offer for Pre-Bid Engineering Surveys for the Project have been accepted at a total cost of **Rs. 27,99,000.00 (Rs Twenty Seven Lakhs Ninety Nine Thousand only) exclusive of service tax** as defined in Annexure- C.

Other terms and condition of the work order are as per following details:

1. The Team has to be mobilized at site with immediate effect from issue of LOL. The date of commencement of work shall be considered as **28th January 2012**.
2. Mobilization of Manpower & other resources shall be adequate based on the scope of work and completion of the activities within the stipulated time frame.
3. The work has to be completed in all respects including submission of reports within stipulated timeframe as per following schedule.
4. In case of delay in mobilization beyond the date of commencement, the work shall be terminated and no payment shall be made.

W.O. Pre Bid Engineering Services, Poor Laling of Matolia to Behragera Section on NH-53 (Km. 277.50 to Km. 333.500) and Behragera to Khurigpur on NH-6 (Km. 169.500 to Km. 129.600) in the States of Jharkhand (West Bengal) under NHDP Phase III through PPP on Tolls PCPT (Toll) Basis.

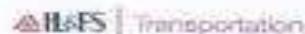
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1. SCOPE OF WORK:**A) Brief Scope of Work :****1. Stage I:- Traffic Study****I. Traffic Surveys and Analysis**

W.O_Pre Bid Engineering Services_ Development and Operation of Sikar-Bikaner section of NH-11 (Km 340.188 to km 557.775 via Sikar Bypass) & Bikaner bypass from Km 553.869 of NH-11 to Km 267.325 of NH-89 through Public Private Partnership ("PPP) on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis

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IL&FS Transportation Infrastructure Limited

- i. Carrying out 7 day classified traffic volume count (CVC) at 2 locations. Project road shall be divided into homogeneous sections and the traffic locations shall be fixed as per the sections to get proper picture of Project Road.
- ii. Carrying out 1 day Origin Destination Survey (OD Survey) by road side interview method at 2 locations for 24 hrs.
- iii. Carrying out 1 day Registration Plate Survey at 2 Toll Plaza locations for 24 hrs.
- iv. Carrying out 1 day Turning Movement Count (TMC) Survey at 2 locations for 24 hrs.
- v. Collection of secondary data for estimation of growth rates.
- vi. Preparing Network analysis
- vii. Computation of toll revenue for the concession period in line with the toll notification, as per Rule 3 of National Highways Fee (Determination of Rates and Collection) Rules 2008, read along with National Highways Fee Amendment Rules 2010 and read along with National Highways Fee Amendment Rules of 12th January, 2011 or as applicable under the Request for Proposal documents provided by State PWD.
- viii. Identify Project risks

2. Stage II:- Pre Bid Studies

1. Engineering Surveys

- i. Carrying out 1 day Axle Load Survey at 1 location for 24 hrs.
- ii. Detailed reconnaissance Survey
- iii. Carrying out condition and inventory surveys for project facilities, utilities, road & bridges. Road inventory shall be done at every 500m interval.
- iv. Carrying out BBD survey for minimum 30% of the project length which will give representative results of whole section. (excluding sub grade sample)
- v. Carrying out all necessary field investigation

II. Preliminary Design of Roads and Structures

i. Preliminary Pavement Design

W.O. Pre Bid Engineering Services, Development and Operation of Sirkar-Bilawal section of NH-11 (Km 340.188 to km 557.775 via Sirkar By-pass & Bilawal bypass from Km 558.869 of NH-11 to Km 267.325 of NH-89 through Public Private Partnership ("PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") Basis

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IL&FS Transportation Networks Limited

- ii. Preparation of GAD and carry out proposals for structures.
- III. Preparation of Bill of Quantities (BOQ)**
 - i. Preparation of detailed BOQ covering all the items
 - ii. Rate Analysis
 - iii. Preparation of BOQ for operations and maintenance of road,
 - iv. Preparation of Cost Estimate.

IX Proposed Fee Structure

The fees payable to IFIN would comprise of the following components:

(J) Debt Syndication Fees

IFIN shall charge syndication fee as under:

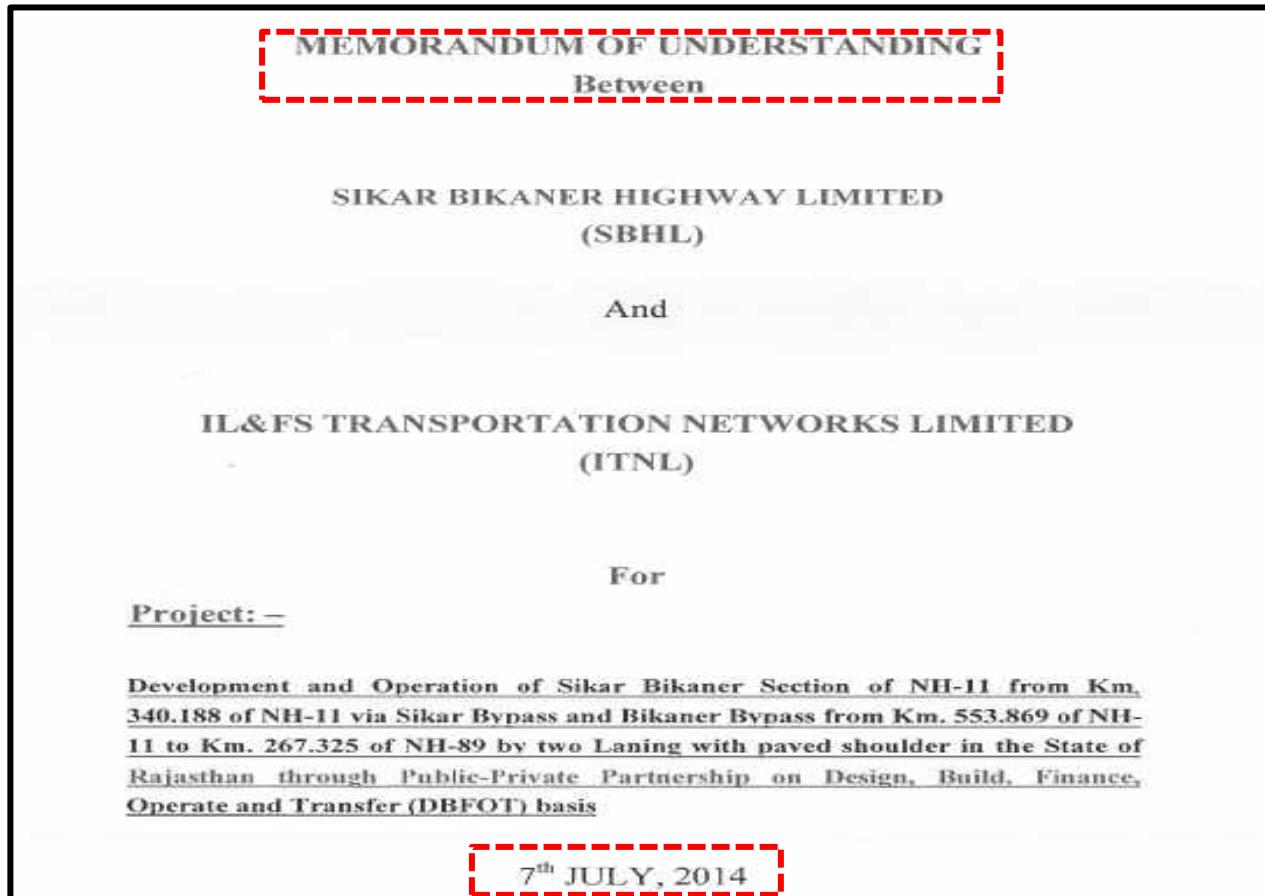
A fee of 1.00% of the Senior Debt raised, payable as under

- 50% on execution of documents with consortium Banks/FIs
- 50% on the earlier of the following milestones-
 - (a) Six weeks from execution of documents with consortium Banks/FIs
 - (b) On Financial Close which would be achieved on execution of the documents with consortium Banks/FIs and on signing of the Escrow and Substitution Agreements with NHAI

The above mentioned fees are exclusive of all applicable taxes and duties

Any other financing facilities, including underwriting, if identified during the course of final project appraisal, shall be charge separately

4.2.14.4 Extract of MOU dated 07 July 2014



- 3) Based on the discussions, SBHL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

Service for undertaking Financial closure Activities	Amount (In Crore)*
Value Engineering for 4 ROBs	
Value Engineering for the Road Works	
Advance Traffic Survey and Revised Revenue assessment	15

* Inclusive of all Taxes

4.2.14.5 Extract of Traffic Report submitted by Feedback Infra dated April 2012

IL&FS Transportation
IL&FS Transportation

*Two-Laning with Paved Shoulders of Sikar-Bikaner
 Section of NH-11 in the State of Rajasthan on BOT
 (Toll Basis)*

Location Map-Sikar-Bikaner (NH-11)

Final Traffic Report
April-2012

Consultants :

Feedback Infrastructure Services Pvt. Ltd.
 New Delhi – Hyderabad - Mumbai – Bangalore
 15th Floor, Tower 9B, DLF Cyber City, Phase-III
 Gurgaon 122 002

FEEDBACK INFRA
Making Infrastructure Happen

Average Daily Traffic (Tollable and Non Tollable Vehicle)

The summary of ADT, in terms of each class, vehicles and PCUs at the proposed toll plazas location on the project road are given in **Table 2.6** for 7 days average on the project road. The classified directional traffic observed at each count location is given in **Appendix 2.1**. Summary of ADT & AADT is given in **Appendix 2.2**.

Table 2.6: Average Daily Traffic at Count Locations

Vehicle Type	km 362.000	km 420.000	km 607.000	Bikaner Bypass
TOLLABLE Vehicles				
Car / Jeep / Van (private)	3684	1500	1699	308
Car / Jeep (Taxi)	701	307	499	53
Tata Magic	0	45	82	102
Mini Bus	79	17	25	4
School. Bus	80	3	3	9
Govt. Bus	326	94	92	1
Pvt. Bus	510	321	407	13
Tata Ace	301	48	80	23
Goods Pick Up	954	300	373	83
LCV (4 wheel)	380	55	168	31
LCV (6 wheel)	374	164	166	62
2 Axle	636	256	384	191
3 Axle	619	452	476	648
MAV (4 to 6 Axles)	402	348	333	323
MAV (> 6 Axles)	2	0	4	0
Total	8067	3811	4782	1864
Total Tollable PCUs	16248	7601	8877	4783
NON TOLLABLE Vehicles				
2 Wheeler	1824	279	91	169
3 Wheeler	242	65	26	26
4w Tractor	63	11	13	6
Tractor with Trailer	120	28	14	7
Cycle	38	12	3	21

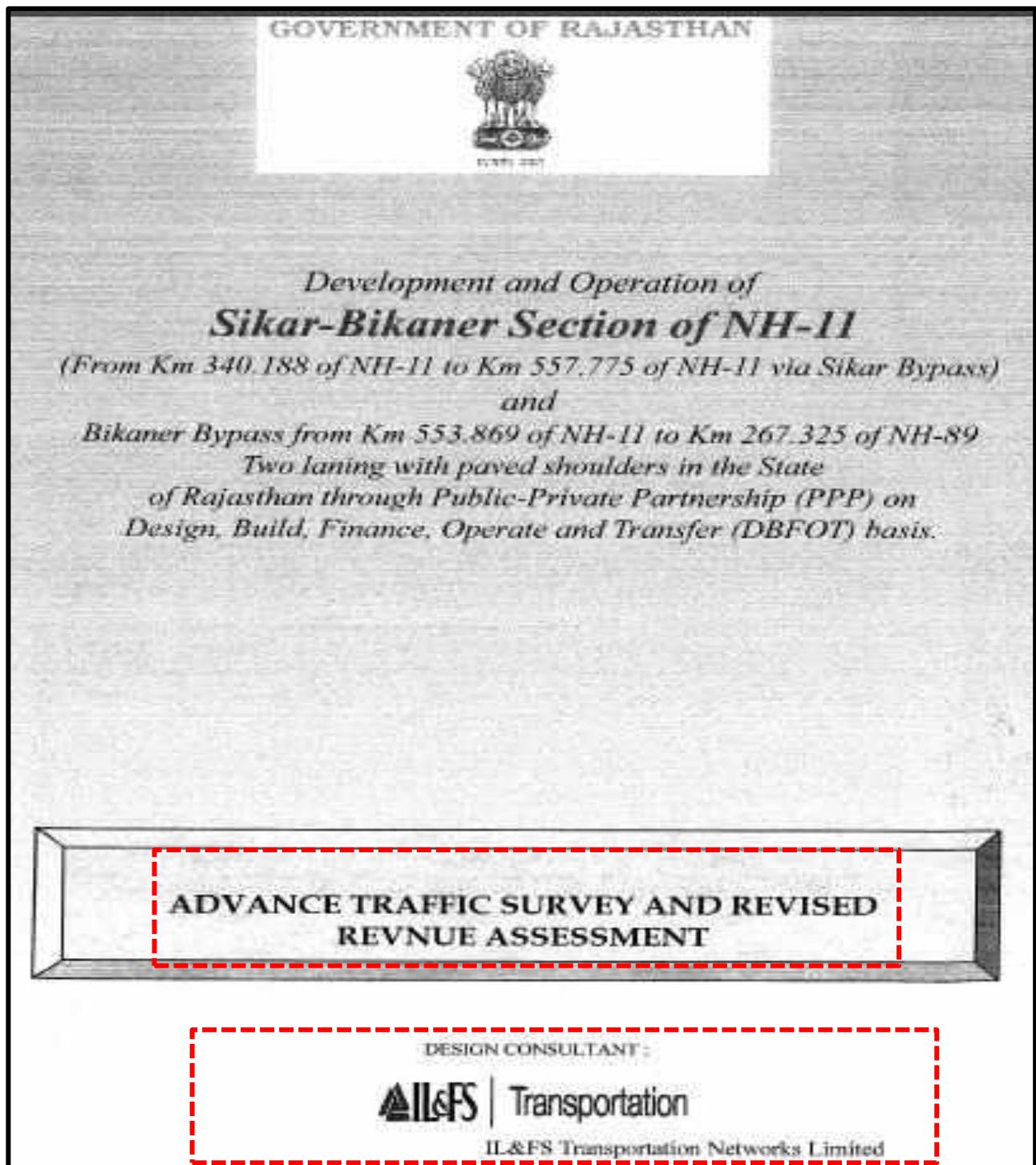
Two-Lanes with Paved Shoulders of Sikar-Bikaner section of NH-11 in the State of Rajasthan on BOT (Toll Basis)



Vehicle Type	km 362.000	km 420.000	km 607.000	Bikaner Bypass
Cycle Rickshaw	2	0	3	1
Animal Drawn	3	0	8	6
Cars	65	31	17	5
Bus	44	3	7	0
LCV	47	5	1	0
Truck	23	55	2	1
Total N. Tollable vehicles	2471	489	186	242
Total N. Tollable PCUs	2188	688	266	208
Total vehicles	11623	4400	4877	2088
Total PCUs	17414	8087	8132	4871

From the above table it is seen that the tollable traffic varies between 1864 to 9057 vehicles at all the 4 toll plaza locations. Also, the passenger traffic is more at km 362.000 as compared to the other 3 toll plaza locations. This may be due to its close vicinity of the toll plaza at km 362.000 to Sikar city.

**4.2.14.6 Extract of Advance Traffic Survey and Revised Revenue submitted by ITNL
dated August 2014**



Average Daily Traffic

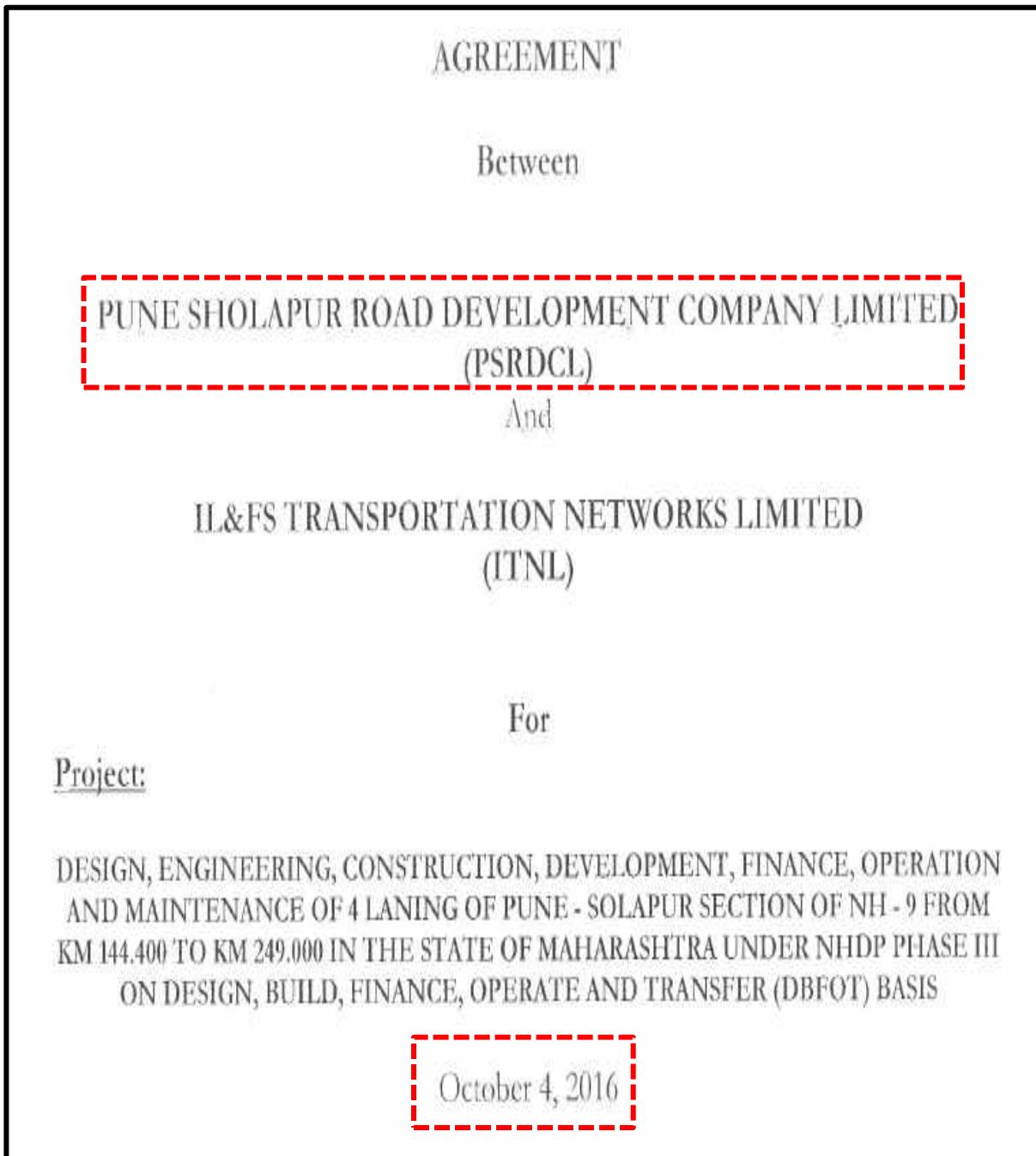
The summary of ADT, in terms of each class, vehicles and PCUs at the proposed toll plazas location on the project road are given in Table 1.4 for average traffic on the project road.

Table 1.4: Average Daily Traffic at Count Locations

Vehicle Type	km 362.000	km 420.000	km 507.000	Bikaner Bypass
Tollable Vehicles				
Car / Jeep / Van (private)	3684	1500	1699	308
Car / Jeep (Taxi)	701	307	499	53
Tata Magic	0	45	82	102
Mini Bus	79	17	25	4
School Bus	80	3	3	9
Govt. Bus	326	94	92	1
Pvt. Bus	510	321	407	13
Tata Ace	301	48	80	23
Goods Pick Up	954	300	373	63
LCV (4 tyre)	380	55	168	31
LCV (6 tyre)	374	164	166	62

Vehicle Type	km 362.000	km 420.000	km 507.000	Bikaner Bypass
Tollable Vehicles				
2 Axle	636	256	384	191
3 Axle	619	452	476	648
MAV (4 to 6 Axles)	402	348	333	323
MAV (> 6 Axles)	2	0	4	0
Others	9	1	1	3
Total Tollable vehicles	9057	3911	4792	1854
Total Tollable PCUs	15248	7501	8877	4763
Non-Tollable Vehicles				
2 Wheeler	1824	279	91	169
3 Wheeler	242	65	26	26
Agr. Tractor	63	11	13	6
Tractor with Trailer	120	28	14	7
Cycle	38	12	3	21
Cycle Rickshaw	2	0	3	1
Animal Drawn	3	0	0	6
Cars	65	31	17	5
Bus	44	3	7	0
LCV	47	5	1	0
Truck	23	55	2	1
Total N. Tollable vehicles	2471	489	185	242
Total N. Tollable PCUs	2166	586	266	208
Total vehicles	11528	4400	4977	2096
Total PCUs	17414	8067	9132	4971

From the above table it is seen that the tollable traffic varies between 1854 to 9057 vehicles at all the 4 toll plaza locations. Also, the passenger traffic is more at km 362.000 as compared to the other 3 toll plaza locations. This may be due to its close vicinity of the toll plaza at km 362.000 to Sikar city.

4.2.15 Claim Management Fees charged by ITNL for PSRDCL Project**4.2.15.1 Extract of MOU dated 04 October 2016**

Section II: Consideration

- a) PSRDCL shall pay an amount of ₹ 5 Crore per annum, exclusive of taxes ("Fees") to ITNL, with effect from April 1, 2016 till the completion of the Dispute Resolution Phase.
- b) PSRDCL agrees that the Fees is exclusive of any fee that PSRDCL shall be required to pay towards legal fees payable to its external legal counsel and advisors, including its briefing counsel, senior counsel and other advisors that it may deem appropriate to engage. PSRDCL shall pay the aforementioned remuneration and/or legal fee within the time line and in the manner stipulated in the respective invoice/bill.

Section III: Scope of ITNL's Services

- a) The scope of ITNL's services ("Services") shall include the following:
 - i. Engagement of legal counsel and/or law firms – ITNL will engage legal counsel and/or law firms to represent PSRDCL before any Arbitral tribunal, court or any authority in respect of the Dispute and also, in consultation with PSRDCL, finalize their fee quotes.
 - ii. Review of Pleadings – This includes review of any documents in relation to claim submission like Statement of Claim, Rejoinder to Statement of Defense, Reply to Counter-Claim, Applications and other documents including but not limited Petitions, Appeals etc.;
 - iii. Co-ordination with Law Firms, Legal Counsel and Senior Legal Counsel – This includes verbal and written communication and discussion in regards to proceedings and strategy in relation to Dispute Resolution Phase and similar activities.
 - iv. Follow-up and reporting of Legal Proceedings in the Dispute Resolution Phase – This includes periodic Reporting of various stages of the Legal Proceedings during the Dispute Resolution Phase.
 - v. Advisory services in relation to the Legal Proceedings.
 - vi. Carry out negotiations with the NHAI or its counsel, in consultation with PSRDCL, in order to effect any out of court settlement.

4.2.15.2 Extract of Bank Statements of PSRDCL and ITNL:

Extract of Bank Statement of PSRDCL showing inflow of INR 7.80 crs from ITNL:

1287	31-03-2017	NEFT/PUNE SHOLAPUR ROAD		50,00,000.00		6,61,35,861.12
1288	31-03-2017	NEFT/PUNE SHOLAPUR ROAD		50,00,000.00		6,11,35,861.12
1289	31-03-2017	RTGS AND NEFT CHARGES (13)		793.00		6,11,35,068.12
1290	31-03-2017	RTGS/IIL FS TRANSPORTATION NETWORKS LTD			7,80,00,000.00	13,91,35,068.12
1291	31-03-2017	StUBP-45207521/02202823103201711164		17,850.00		13,91,17,218.12
1292	31-03-2017	NEFT-ETC POOL A C			4,07,630.00	13,95,24,848.12
1293	31-03-2017	NEFT-ETC POOL A C			1,34,925.00	13,96,59,773.12
1294	31-03-2017	NEFT/PUNE SOLAPUR DEVELOP		93,90,790.00		13,02,68,983.12

Extract of Bank Statement of ITNL showing inflow of INR 5 crs from PSRDCL:

04-04-2017	BRN-CLG-CHQ PAID TO TATA TELESERVICE LTD	447924	04-04-2017	28629.00		48069691.72
04-04-2017	BRN-CLG-CHQ PAID TO LIC OF INDIA PANDGS	447923	04-04-2017	500000.00		47569691.72
04-04-2017	TRF/IL&FS RAIL LIMITED (FORMERLY ITNL ENSO R		04-04-2017		3329.00	47573020.72
05-04-2017	RTGS/BKIDH17095952685/PUNE SHOLAPUR ROAD DEVEL/		05-04-2017		50000000.00	97573020.72
05-04-2017	BRN-TO CASH SELF	447931	05-04-2017	75000.00		97498020.72
05-04-2017	RTGS/UTBIIH17095105886/IL AND FS TRANSPORTATION NE		05-04-2017		137000000.00	234498020.72
05-04-2017	RTGS/YESBR52017040550762691/IL AND FS TRANSPOT//		05-04-2017		78000000.00	312498020.72
05-04-2017	NEFT/TB/AXTB170958771248/The Bharat Stores		05-04-2017	40960.00		312457060.72

Extract of Bank Statement of ITNL showing inflow of INR 2 crs from PSRDCL:

12-04-2017	BRN-CLG-CHQ PAID TO RAHU HEALTH MEDICAL TOUR	447895	12-04-2017	21465.00		24460570.10
12-04-2017	BRN-RTGS-UTBIIH17I02064323-IL AND FS ENGIN-		12-04-2017	1000000.00		23460570.10
12-04-2017	RTGS/K_XUTRKVBLH17I02519953/INFRASTRUCTURE LEASI		12-04-2017		20000000.00	223460570.10
12-04-2017	BRN-NEFT-AXISFI7I02085363-L AND T FINANCE-AS PER L		12-04-2017	198639880.00		24820690.10
12-04-2017	RTGS/BKIDH17I02655767/PUNE SHOLAPUR ROAD DEVELO		12-04-2017		20000000.00	44820690.10
12-04-2017	BRN-NEFT-AXISFI7I02089237-SUDESHNA ENTERP-		12-04-2017	5359626.00		39461064.10
12-04-2017	BRN-NEFT-AXISFI7I02089628-ANIL PRAKASH KA-		12-04-2017	36000.00		39425064.10

Extract of Bank Statement of PSRDCL showing inflow of INR 120 crs from ITNL:

1460	03-05-2017	RTGS/IL FS CLUSTER DEVELOPMENT INITIATIV			50,00,00,000.00	1,21,57,07,828.71
1461	03-05-2017	RTGS/IL AND FS TRANSPORT		1,20,00,00,000.00		1,57,07,828.71
1462	03-05-2017	RTGS/IL AND FS TRANSPORT		1,00,00,000.00		57,07,828.71
1463	03-05-2017	NEFT-ETC POOL A C			1,75,860.00	58,83,688.71

Extract of Bank Statement of ITNL showing inflow of INR 5 crs from PSRDCL:

17-05-2017	RTGS/UTIBIIH17I36332882/120000067910002017/PUNJ LLO		17-05-2017	2500000.00		51757200.30
17-05-2017	BRN-CLG-CHQ PAID TO ADITYA AND ASSOCIATES	447919	17-05-2017	1000.00		51756200.30
17-05-2017	RTGS/BKIDH17I37419690/PUNE SHOLAPUR ROAD DEVE//		17-05-2017		50000000.00	101756200.30
17-05-2017	RTGS/BKIDH17I37439353/HAZARIBAGH RANCHI EXPRESSWAY		17-05-2017		34800000.00	136556200.30
17-05-2017	RTGS/BKIDH17I37439084/HAZARIBAGH RANCHI EXPRESSWAY		17-05-2017		10923189.00	147479389.30
17-05-2017	RTGS/ALLA201705175004720985/JRPICL-DSR SUB AC		17-05-2017		232792760.00	380272149.30
17-05-2017	RTGS/BKIDH17I37439596/HAZARIBAGH RANCHI EXPRESSWAY		17-05-2017		40000000.00	420272149.30

Extract of Bank Statement of PSRDCL showing inflow of INR 20 crs from ITNL:

1722	30-06-2017	NEFT-ETC POOL AC			1,50,085.00	1,50,65,532.84
1723	30-06-2017	NEFT-ETC POOL AC			2,09,390.00	1,52,74,922.84
1724	30-06-2017	NEFT-ETC POOL AC			4,32,855.00	1,57,07,777.84
1725	30-06-2017	NEFT-IL FS TRANSPORTATION NETWORKS			20,00,00,000.00	21,57,07,777.84
1726	01-07-2017	RTGS/CANARA BANK		1,98,00,000.00		19,59,07,777.84
1727	01-07-2017	RTGS/ANDHRA BANK		1,49,40,000.00		18,09,67,777.84
1728	01-07-2017	RTGS/UNITED BANK OF INDIA		1,49,40,000.00		16,60,27,777.84

Extract of Bank Statement of PSRDCL showing outflow of INR 3 crs to ITNL:

1757	06-07-2017	SIUBP-48900075/02228330607201703296		1,50,090.00		6,95,68,235.16
1758	06-07-2017	RTGS/IL AND FS TRANSPORT		3,00,00,000.00		3,95,68,235.16
1759	06-07-2017	SIUBP-48904836/02228330607201704211		1,74,45,606.00		2,21,22,629.16
1760	06-07-2017	SIUBP-48905287/02228330607201704284		23,22,490.00		1,98,00,139.16

Extract of Bank Statement of PSRDCL showing inflow of INR 10.25 crs from ITNL:

SI No	Txn Date	Description	Cheque No	Withdrawal (in Rs.)	Deposits (in Rs.)	Balance (in Rs.)
1973	31-08-2017	NEFT-ETC POOL AC			3,16,125.00	1,95,74,014.26
1974	31-08-2017	RTGS/IL&FS TRANSPORTATION NETWORKS LTD			10,25,00,000.00	12,20,74,014.26
1975	31-08-2017	RTGS/ITNL SPV PSRDCL		1,36,31,507.00		10,84,42,507.26
1976	31-08-2017	NEFT/CANARA BANK		90,41,703.00		9,94,00,804.26
1977	31-08-2017	NEFT/ANDHRA BANK		67,84,649.00		9,26,16,155.26
1978	31-08-2017	NEFT/BANK OF BARODA		44,95,851.00		8,81,20,304.26

Extract of Bank Statement of ITNL showing inflow of INR 5 crs from PSRDCL:

08-09-2017	NEFT/AXISCN0013600442/120000411010002017/India Fa		08-09-2017	150000000.00		564030100.53
11-09-2017	AIRAJ NAVNEET VARTAK		11-09-2017	7741.70		564022358.83
11-09-2017	RTGS/BKIDH17254810823/PUNE SHOLAPUR ROAD DEVELOPMENT		11-09-2017		50000000.00	614022358.83
11-09-2017	TRF/IL&FS TRANSPORTATION NETWORKS LIMITED-O&a		11-09-2017		25000000.00	639022358.83
11-09-2017	TRF FRM 916020012624391		11-09-2017		391841200.00	1030863558.83
11-09-2017	Core banking/CB0002569198/120000411910002017/KASH		11-09-2017	2526.00		1030861032.83
11-09-2017	Core banking/CB0002568320/120000411110002017/Shri		11-09-2017	16999.00		1030844033.83

Extract of Bank Statement of PSRDCL showing inflow of INR 7 crs from ITNL:

SI No	Txn Date	Description	Cheque No	Withdrawal (in Rs.)	Deposits (in Rs.)	Balance (in Rs.)
2803	27-02-2018	NEFT-PUNE SHOLAPUR ROAD DEVELOPMENT			92,87,075.00	3,59,99,648.27
2804	27-02-2018	NEFT-Pune Sholapur Road Development			68,861.77	3,60,68,510.04
2805	27-02-2018	NEFT-PAYTM PAYMENTS BANK LTD			4,57,845.00	3,65,26,355.04
2806	27-02-2018	NEFT-PAYTM PAYMENTS BANK LTD			2,75,255.00	3,68,01,610.04
2807	28-02-2018	NEFT-PUNE SHOLAPUR ROAD DEVELOPMENT			26,42,955.00	3,94,44,565.04
2808	28-02-2018	NEFT-IL FS TRANSPORTATION NETWORKS LTD			7,00,00,000.00	10,94,44,565.04
2809	28-02-2018	NEFT/CANARA BANK		77,15,400.00		10,17,29,165.04

Extract of Bank Statement of ITNL showing inflow of INR 4 crs from PSRDCL:

I2-03-2018	IL&FS TRANSPORTATION NETWORKS LIMITED-O&M		I2-03-2018		65000000.00	176533822.10
I2-03-2018	RTGS/UTIBR52018031200338191/010001229410002017/Ye		I2-03-2018	152500000.00		24033822.10
I2-03-2018	I394FBG170114 15CA/CB CHARGES		I2-03-2018	1180.00		24032642.10
I2-03-2018	RTGS/BKIDH18071290188/PUNE SHOLAPUR ROAD DEV//R		I2-03-2018		40000000.00	64032642.10
I2-03-2018	TRANSFER/TB/25-756190961-1/FAGNE SONGADH EXPRESSWA		I2-03-2018		8424.00	64041066.10
I2-03-2018	Core banking/CB0003447988/120001090910002017/Pras		I2-03-2018	29218.00		64011848.10

4.2.16 Potential anomalies in the project cost estimates to potentially adjust PDF/PMF payments of ITNL:

4.2.16.1 Extract of cost estimates for bids submitted to NHAI as provided in 'Summary Sheet':

Madhya Pradesh Checkpost (MPBDCL)	
Cost in Rs Cr	Bid
Construction Cost	923.4
Preliminary and Preoperative Expenses	57.5
IDC	75.6
Total	1056.5

4.2.16.2 Extract of Project cost as per PIM:

CONFIDENTIAL

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED
Development of Border Check Posts in Madhya Pradesh
A BOT CHECKPOST PROJECT IN MADHYA PRADESH



PROJECT INFORMATION MEMORANDUM
SOLE ADVISOR & ARRANGER

HePS | Financial Services
IL&PQ Financial Services Limited

March 2011

(1) Project Cost

The Project cost has been estimated at Rs 1340.00cr. The detailed break up of each of the cost elements is presented in the table below:

Name of the Component	Amount	(Rs cr)
Development Cost		1165.00
Insurance		5.24
IE		21.88
Project Management Expenses		20.00
Preliminary & Preoperative Expenses		16.56
Interest During Construction (IDC)		121.32
TOTAL		1340.00

4.2.17 Potential pre-booking of income by ITNL in form of PDF/PMF:

4.2.17.1 Extract of email dated 17 July 2014 sent by Prashant Agarwal to Mukund Sare:

From: "Prashant Agarwal" <Prashant.Agarwal@ilfisindia.com>
Date: 17 July 2014 7:09:05 am GMT+2
To: "Mukund Sare" <Mukund.Sare@ilfisindia.com>
Cc: "George Cherian" <George.Cherian@ilfisindia.com>, "Vijay Kini" <Vijay.Kini@ilfisindia.com>
Subject: MOUs for Q1

Dear Sir,

In spite of our continuous follow-up with project team we have not been provided with the final signed MOUs for the Detailed Engg. Fee of Rs 100 Crs for Q1.

This manner is more than one and half month old when it was finalized to charge such fee however unfortunately we have to struggle to get these standard documents every time.

We have to provide these documents to the statutory auditors. It is now becoming difficult for us to hold them more.

I request your intervention in the matter pls

Regards

CA Prashant Agrawal
Sr. Manager
IL&FS Transportation Networks Limited

The IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Mumbai 400 051
Off: 022-2659 3785 ; Mob.: +91-96198 03496

S Bmt -	8.90
KNCER -	13.35
BAEL	24.70
IESER -	17.80
BAEPL -	22.25
	<u>89.00</u>
SEN -	11.10
Tax	
	<u>100.00</u>

4.2.17.2 Extract of MOU entered between SPV and ITNL:

BAEL:

MEMORANDUM OF UNDERSTANDING

Between

**BARWA ADDA EXPRESSWAY LIMITED
(BAEL)**

And

**IL&FS TRANSPORTATION NETWORKS LIMITED
(ITNL)**

For

Project: –

Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V as BOT (Toll) on DBFOT Pattern". Project (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT")

7th July, 2014

- 3) Based on the discussions, BAEL and ITNL agree that, ITNL has undertaken/s shall undertake the following Services:

	Activities	Amount (In Crone)*
	Design of Reinforced Earth Retaining Wall for VUPV Flyovers	— — —
	Advance Traffic Survey and Revised Revenue assessment	20
	Revised Survey & Design to accommodate the Utility shifting Plan	

* Inclusive of all Taxes

IRIDCL:

MEMORANDUM OF UNDERSTANDING

Between

**ITNL ROAD INFRASTRUCTURE DEVELOPMENT
COMPANY LIMITED (IRIDCL)**

And

**IL&FS TRANSPORTATION NETWORKS LIMITED
(ITNL)**

For

Project: –

DEVELOPMENT AND OPERATION OF BEAWAR – GOMTI SECTION OF NATIONAL HIGHWAY NO. 8 FROM KM 58.245 TO KM 177.050 IN THE STATE OF RAJASTHAN ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (“DBFOT”) BASIS

January 02, 2014

- i) Based on the discussions, IRIDCL and ITNL agree that, ITNL, has undertaken/ shall undertake the following Services:

Service	Fee	Amount Rs Crs *
• Network Analysis for IRIDCL	—	—
• Optimization of Pavement Design	—	—
• Preparation of typical drawings for Median Openings, Truck lay bays, Bus bays, Rest Areas etc.	—	—
• Preparation of Junction Improvement Plans	—	—
• Preparation of Traffic Management Plan	—	—
• Optimization of Structure Design	—	—
• Preparation of Culvert Design & Drawings	—	—
Total		28.45

* Inclusive of taxes

KSEL:

MEMORANDUM OF UNDERSTANDING

Between

**KHED SINNAR EXPRESSWAY LIMITED
(KSEL)**

And

**IL&FS TRANSPORTATION NETWORKS LIMITED
(ITNL)**

For

Project: –

Four Laning of Khed - Sinnar Section of NH-50 From Km 42.000 to Km 177.000 (Design Length = 137.946 Km). Under Phase IV-B In The State of Maharashtra on DBFOT Basis Project (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.

March 31, 2014

- 2) Based on the discussions, KSEL and ITNL agree that, ITNL has undertaken/shall undertake the following Services.

Activities		Amount (in Crore)
Traffic Network Analysis		
Innovative techniques for minimization of Cost		
Design of Special Slope Protection Works @ high cut and fill		
Total		20

* Fees inclusive of service tax

KNCEL:

MEMORANDUM OF UNDERSTANDING

Between

**SIKAR BIKANER HIGHWAY LIMITED
(SBHL)**

And

**IL&FS TRANSPORTATION NETWORKS LIMITED
(ITNL)**

For

Project: –

Development and Operation of Sikar Bikaner Section of NH-11 from Km. 340.188 of NH-11 via Sikar Bypass and Bikaner Bypass from Km. 553.869 of NH-11 to Km. 267.325 of NH-89 by two Laning with paved shoulder in the State of Rajasthan through Public-Private Partnership on Design, Build, Finance, Operate and Transfer (DBFOT) basis

7th JULY, 2014

- 3) Based on the discussions, SBHL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

	Service for undertaking Financial closure Activities	Amount (In Crore)*
	Value Engineering for 4 RODs	
	Value Engineering for the Road Works	15
	Advance Traffic Survey and Revised Revenue assessment	

* Inclusive of all Taxes

SBHL:

MEMORANDUM OF UNDERSTANDING

Between

**SIKAR BIKANER HIGHWAY LIMITED
(SBHL)**

And

**IL&FS TRANSPORTATION NETWORKS LIMITED
(ITNL)**

For

Project: –

Development and Operation of Sikar Bikaner Section of NH-11 from Km. 340.188 of NH-11 via Sikar Bypass and Bikaner Bypass from Km. 553.869 of NH-11 to Km. 267.325 of NH-89 by two Laning with paved shoulder in the State of Rajasthan through Public-Private Partnership on Design, Build, Finance, Operate and Transfer (DBFOT) basis

7th JULY, 2014

- 3) Based on the discussions, SBHL and ITNL agree that, ITNL has undertaken/shall undertake the following Services:

	Service for undertaking Financial closure Activities	Amount (In Crore)*
	Value Engineering for 4 ROBs	
	Value Engineering for the Road Works	15
	Advance Traffic Survey and Revised Revenue assessment	

* Inclusive of all Taxes

4.2.18 Impact of PDF / PMF on standalone profitability of ITNL**4.2.18.1 Extract of the email dated 01 October 2015 sent by Prashant Agarwal to Hari Bhavsar**

From: Prashant Agarwal/ITNL
To: Hari Bhavsar/ITNL@ILFS
Cc: Mukund Sapre/ITNL@ILFS, Dilip Bhatia/ITNL@ILFS, Makarand Sahasrabuddhe/ITNL, Roshni Chopra/ITNL@ILFS
Date: 01-10-15 05:55 PM
Subject: DEF for Q2

**Enclosing herewith the policy document dated 2012 on DEF booking
[attachment "Preamble 05-10-2012.pdf" deleted by Tapan Parikh/ITNL]**

In Q2 (Sep-15) following DEF is proposed

- 1) Amravati Chikli 94 Crs**
- 2) Fagne - Songarh 76 Crs**
- 3) RRR - Phase VII 12 Crs**

Pls arrange for the documents as discussed and the MoUs as per attached draft

Pls note that we need compliance with RPT Policy and Framework and for that purpose we would need an MCA for each of the transaction. I am marking this mail to Roshni with whom you can co-ordinate for this purpose

4.2.18.2 Extract of the email dated 08 October 2015 sent by Shrikant Kukade to Makarand Sahasrabuddhe and Tapan Parikh (4.2.18) [54]

From: Shrikant Kukade/ITNL
To: Makarand Sahasrabuddhe/ITNL@ILFS, Tapan Parikh/ITNL@ILFS
Cc: Prashant Agarwal/ITNL@ILFS, Hari Bhavsar/ITNL@ILFS, SC Mittal/ITNL@ILFS, Subhash Sachdeva/ITNL@ILFS, Rajesh Bhudhrani/ITNL@ILFS
Date: 08/10/2015 09:48 PM
Subject: Re: Fw: DEF MOUs for Q2

Makarand,

Please provide some time, it has just being received yesterday. Have discussed with Mr. Hari Bhavsar as follows:

Reports - he has already advised Rajesh/Tapan to keep it ready
Activities - shall be discussed and finalised once he is back in India on Saturday

Rajesh/Tapan,

Till then, circulating the MOUs modified suitably for ACEL, FSEL and RRR (shall circulate tomorrow, need to change the background clause). Please circulate the revised draft after including the activities in the point no. 4.

4.2.18.3 Extract of the email dated 12 October 2015 sent by Prashant Agarwal to Tapan Parikh (4.2.18) [53]

Mon 12-10-2015 13:02
CN=Tapan Parikh/O=ITNL <Tapan.Parikh@ilfsindia.com>
Re: Fw: DEF MOUs for Q2

To: CN=Prashant Agarwal/O=ITNL@ILFS
Cc: CN=Shrikant Kukade/O=ITNL@ILFS; CN=Rajesh Bhudhrani/O=ITNL@ILFS; CN=Anil Mehta/O=ITNL@ILFS; CN=Hari Bhavsar/O=ITNL@ILFS; CN=SC Mittal/O=ITNL@ILFS; CN=Subhash Sachdeva/O=ITNL@ILFS; CN=Makarand Sahasrabuddhe/O=ITNL@ILFS; CN=Vijay Kinj/O=ITNL@ILFS

We removed extra line breaks from this message.

Draft DEF MOU ACEL_091015_r1.docx .docx File **Draft DEF MOU ACEL_091015_r1.docx.gif** .gif File **Draft DEF MOU ACEL_091015_r1.docx** .docx File

Dear Sir,
Please find attached herewith revised DEF MOU of ACEL.
Thanks & Regards,
Tapan Parikh,

From: Prashant Agarwal/ITNL
 To: Tapan Parikh/ITNL@ILFS
 Cc: Shrikant Kukade/ITNL@ILFS, Rajesh Bhudhrani/ITNL@ILFS, Anil Mehta/ITNL@ILFS, Hari Bhavasar/ITNL@ILFS, SC Mittal/ITNL, Subhash Sachdeva/ITNL@ILFS, Makarand Sahasrabuddhe/ITNL, Vijay Kini/ITNL
 Date: 12/10/2015 01:16 PM
 Subject: Re: Fw: DEF MOUs for Q2

We are getting this signed.

Pls send all the deliverables at the earliest latest by the EoD

Regards

CA Prashant Agrawal
 AVP
 IL&FS Transportation Networks Limited

The IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Mumbai
 400 051
 Off: 022-2659 3785 | Mob.: +91-96198 03496

4.2.18.4 Extract of the email dated 12 October 2015 sent by Makarand Sahasrabuddhe to Tapan Parikh

From: Makarand Sahasrabuddhe/ITNL
 To: Tapan Parikh/ITNL@ILFS
 Cc: Prashant Agarwal/ITNL@ILFS, Shrikant Kukade/ITNL@ILFS, Rajesh Bhudhrani/ITNL@ILFS, Anil Mehta/ITNL@ILFS, Hari Bhavasar/ITNL@ILFS, SC Mittal/ITNL@ILFS, Subhash Sachdeva/ITNL@ILFS, Vijay Kini/ITNL@ILFS
 Date: 12/10/2015 06:08 PM
 Subject: Re: Fw: DEF MOUs for Q2

Hi,

Pls change the dates of traffic survey (appendix also) in the deliverables.

Also change other deliverables details (which I may have missed out) having dates other than month of Sep. 2015 as we have signed MOUs dated Sep. 1, 2015 (because the companies were incorporated on August 25, 2015).

All the dates in all deliverables to be from Sep. 1, 2015 to Sep. 30, 2015.

Attached signed MOUs.

[attachment "DEF MOU Fagne ITNL 01.09.2015.pdf" deleted by Tapan Parikh/ITNL] [attachment "DEF MOU Amravati ITNL 01.09.2015.pdf" deleted by Tapan Parikh/ITNL]

Regards,

4.2.19 Potential deviation from Related Party Framework in regards to PDF/PMF charged by ITNL to its SPVs:

4.2.19.1 Extract of the RPT Policy and Framework approved in the Board Meeting held on 13 August 2014.

Policy for the Related Party Transactions (RPT)

I. Overview:

IL&FS Transportation Network Limited ("ITNL") (the "Company") has established and adopted this Policy for the Related Party Transactions pursuant to the provisions of Section 188 of the Companies Act, 2013 ("the Act") and Rules framed thereunder and Clause 49 of the Equity Listing Agreement as applicable from 1 October 2014 ("Clause 49")

This Policy and Procedure Regarding RPTs ("RPT Policy") describe the process for identifying and approval or ratification of the RPTs including any modification thereof as well as establishing certain reporting requirements

II. Statutory Provisions pertaining to the RPTs :

Statutory provisions with respect to the RPTs are covered in Sections 2 (76), 2(77) and 188 of the Act and Rule 15 of the Companies (Powers of the Board and Meetings) Rules, 2014 and the Clause 49 annexed in Annexure 1

The RPT Policy and RPT Framework are prepared to comply with the relevant provisions of the Act and the Clause 49. In the event the provisions of the RPT Policy and RPT Framework are inconsistent with the Act and / or the Clause 49, the provisions of the Act and / or the Clause 49, as amended from time to time as the case may be, will prevail

<i>Development</i>	SPV	TNL	MoU/ Agreement	Engineering services, PMC etc.	7 - 9% of TPC	%	7	Higher the size, lower the %. Higher the complexity, higher the %	Parameters include Detailed design and drawings; Project Management Charges; Establishment & Administrative Cost; Safety, Environmental and Quality Control
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Extract of the Revised RPT Policy and Framework approved in the Board Meeting held on 29 May 2017.

Policy and Procedures for the Related Party Transactions (RPT)

I Overview:

IL&FS Transportation Networks Limited ("ITNL") (the "Company") has established and adopted this Policy for the Related Party Transactions pursuant to the provisions of Section 188 of the Companies Act, 2013 ("the Act") and Rules framed thereunder and Regulation 23 of the SEBI (LODR) Regulations, 2015 ("the Regulations") as applicable from December 01, 2015

This Policy and Procedure Regarding RPTs ("RPT Policy") describe the process for identifying and approval or ratification of the RPTs including any modification thereof as well as establishing certain reporting requirements

II Statutory Provisions pertaining to the RPTs:

Statutory provisions with respect to the RPTs are covered in Sections 2 (76), 2(77) and 188 of the Act and Rule 15 of the Companies (Powers of the Board and Meetings) Rules, 2014 and Regulations 2(zc) & 23 of the SEBI (LODR) Regulations, 2015 annexed as Annexure 1

The RPT Policy and Framework have been adopted to comply with the relevant provisions of the Act and the Regulations. In the event the provisions of the RPT Policy and Framework are inconsistent with the Act and / or the Regulations, the provisions of the Act and / or the Regulations, as amended from time to time as the case may be, will prevail. In case of a conflict between the Act and the Regulations, the stricter of the two provisions shall apply

IL&FS Transportation Networks Limited

RPT Framework

Title	Particulars		
Arm's Length Justification for Services Availed from Related Parties	Type	Sub Type	Arm's Length Justification
	Advisory / Consultancy / Services Availed from Related Party	Financial / Legal / Trustee Services	Fixed price benchmarked with market quotation
		Debt Syndication services – Project and Holding Company Loans	0.25 – 1.5% of the debt raised based on tenure and type of debt
		Debt Syndication: Short Term Loans including CP and non-fund based	0.2 - 1% based on tenure and type of debt (As per mandate)
		Project Management Fees / Supervision Fees / Design Engineering Fees	1 – 3% of EPC
		Any other Advisory services not covered above (Insurance advisory, rating agency coordination etc)	Upto 1% of transaction value
Exceptions	Any exception to above shall be dealt with in accordance with the RPT Policy		

4.3 Instances indicating potential issues in construction cost incurred by ITNL and its SPVs

Extract of email dated 19 August 2016 sent by Mukund Sapre to SC Mittal, KR Khan, Ajay Menon and Prashant Agarwal and relevant trail emails

From: Ajay Menon/ITNL
 To: KR Khan/ITNL@ILFS, Hiren Gor/ITNL@ILFS
 Cc: Prashant Agarwal/ITNL@ILFS, Ashish Patel/ITNL@ILFS, Mukund Sapre/ITNL@ILFS
 Date: 17-08-2016 13:57
 Subject: Re: Fwd: 5 cr Payment

This was not paid off yesterday as the communication was not received yesterday to which contractor and for which SPV this has to be routed. The funds are made available. As per our call today pls confirm to Prashant the details fro the payment

Ajay Menon---13-08-2016 22:12:38---From: Ajay Menon/ITNL To: Mukund Sapre/ITNL@ilfs

From: Ajay Menon/ITNL
 To: Mukund Sapre/ITNL@ilfs
 Date: 13-08-2016 22:12
 Subject: Fwd: 5 cr Payment

FYI pls

Sent from my iPhone

Begin forwarded message:

From: "Ajay Menon" <Ajay.Menon@ilfsindia.com>
Date: 13 August 2016 at 6:56:23 PM IST
To: "Sachin Mohite" <Sachin.Mohite@ilfsindia.com>, "Ashish Patel" <Ashish.Patel@ilfsindia.com>
Cc: "KR Khan" <KR.Khan@ilfsindia.com>
Subject: 5 cr Payment

Need to release 5 cr on Tuesday. Khan will provide detail of contractor and SPV

From: KR Khan/ITNL
 To: Hiren Gor/ITNL@ilfs
 Cc: Ajay Menon/ITNL@ilfs, Prashant Agarwal/ITNL@ilfs, Ashish Patel/ITNL@ilfs, Mukund Sapre/ITNL@ilfs
 Date: 18-08-2016 20:18
 Subject: Re: 5 cr Payment

P1s release payment to GHV in FSEL.

Regards,

Kazim Raza Khan

On 18-Aug-2016, at 17:06, Hiren Gor <Hiren.Gor@ilfsindia.com> wrote:

Sir,

Waiting for details of project and contractor name.

Regards,
 Hiren Gor

 Fri 19-08-2016 13:02
Mukund.Sapre@ilfsindia.com
Re: 5 cr Payment

To SC_Mittal/ITNL %ilfs
Cc KR_Khan/ITNL %ilfs; Ajay_Menon/ITNL %ilfs; Prashant_Agarwal/ITNL %ilfs

Let's create some items in the new contracts

Sent from my iPhone

On 19-Aug-2016, at 10:57 AM, Hiren Gor <Hiren.Gor@ilfsindia.com> wrote:

Please suggest nature of payment....

We have neither received any Mobilisation advance BG nor received any RA bill....for FSEL project.

Regards,
Hiren Gor

4.3.1 Potential anomalies in advances extended to GIPL in KNCEL project

4.3.1.1 Extract of the agreement dated 01 August 2013 indicating ITNL had subcontract a contract worth IINR 219.00 crs to GIPL for KNCEL project.



Kiratpur Ner Chowk Section of NH-21 (from Km 154.00 to km 188.873) excluding Major Bridges

APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is Rs. 219.00 Crs. (Rupees Two Hundred and Nineteen Crores Only) as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to Rs. 219.00 Crs. (Rupees Two Hundred and Nineteen Crores Only) for the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by ITNL.



4.3.1.2 Extract of the email dated 07 July 2014 which was sent by Ashutosh Chandwar to SC Mittal

On 07-Jul-2014, at 12:48pm, "Ashutosh Chandwar" <Ashutosh.Chandwar@ilfsindia.com> wrote:
Dear Sir,

Their is an issue always racked up by GHV whenever we forced him for progress. We have booked Bill of Rs. 25 Cr. In the month of December 2013 of GHV in KNCEL to achieve 10% value Of workdone.

GHV is asking 10% compensation on this value citing following reasons:

1. To report the sale against receipt of the bill amount, he has to arrange the bills against this value from other sub contractors, suppliers etc. Which charge 2-3% of bill amount, apart from tax losses. GHV collect these bills from its suppliers/sub contractors to avoid showing the profit in their books and paying 30% tax against this profit. After paying this to subcontractors this amount tehy get as black in cash. This cash they keep with them and again a liability.

2. They execute this work during next 4-6 months and indicates receivable against ITNL. This indicates huge amount of receivable against ITNL and thus have adverse effect against their credit limits from Banks as Banks start asking them to recover the amount first.

3. Since actual work they execute in next 4-6 months, they also loose the Price Escalation of expenses they actually incurred.

4. During this 4-6. Months progress suffer on payments advances to vendors like SAIL, Cement, Bitumen on paper on account of work executed without getting a single payment from ITNL in accounts.

No payment is due to GHV in KNCEL, even all Mobilisation advance has also been paid to GHV. Daily progress of GHV in this project is hardly Rs. 2 L. I have marked few mails to Bajulge about the progress and quality of GHV. They have deployed all machinery and plant at site but on Engineers and Manager front, still they have to mobilise.

Similar issues were raised by GRIL since long and still racksup as and when.

GHV has also developed a tändancy of executing work only after receipt of payments. Whenever I asked to expedite the work in KNCEL, he always says I am in touch with everyone in ITNL, payment position is not good and not likely to improve, therefore, If I invest money, I am not sure of getting payment, therefore, till the payment position in ITNL is improved, I don't want to block my capital as I did in PSRDCL, KSEL and MP boarder check post.

As far as quality of work is concern, since beginning, may times they have to re do the work because of poor quality.

Since we have already burnt our fingers in the past with GRIL, it is necessary to settle this issue

of GHV to avoid any future conflict and last excuse of GHV will also over for progress of KNCEL.

Ashutosh Chandwar
VP & RH, ITNL

From: SC Mittal
Sent: Monday, 7 July 2014 12:59 PM
To: Ashutosh Chandwar
Cc: MB Bajulge
Subject: Re: Issues related to anticipated Work

Ashutosh

Issue a contractual notice to GHV for slow progress siting his commitment to achieve milestone as per contract failing which LD would be levied.

Bajulge - let me know your view on this

Regards

4.3.1.3 Extract of Monthly Progress Reports of KNCEL for the month of December 2013

NATIONAL HIGHWAYS AUTHORITY OF INDIA
 (Ministry of Road Transport and Highways)
 Project Implementation Unit, Shimla (HP)

Independent Engineer
 Getinsia Ingeniera S.L., Spain in association with
 Segmental Consulting and Infrastructure
 Advisory Pvt. Ltd., India

*Four Laning of Kiratpur-Ner Chowk Section of NH-21 From
 Km. 73+200 to Km. 186+500 in state of
 Punjab and Himachal Pradesh
 Monthly Progress Report
 December'2013*



Concessionaire:
KIRATPUR NER CHOWK EXPRESSWAY LIMITED (KNCEL)
 Prem Sagar, Near. Hotel Sagar View NH-21, Village- Bhadyat, Distt.
 Bilaspur, Himachal Pradesh-174001

4.3.1.4 Extract of Monthly Progress Reports of KNCEL for the month of December 2013

**FOUR LANING OF KIRATPUR- NER CHOWK ROAD SECTION OF NH-21 FROM KM 73.200 TO
 KM 186.500 IN THE STATE OF PUNJAB AND HIMACHAL PRADESH UNDER NHDP PHASE III
 ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS.**

Progress Review Report (PRR) Up to Dec' 2013	
Report for the year : 2013	PRR No.: 02
Month: December '2013	Date: 31/12/2013
Time elapsed: 4.38%	Work Progress: 0.30%

Status on Environmental/ Social	5023 trees were cut upto end of Dec'2013.
Financial Status	Work done for Rs. 5.41Cr.

4.3.1.5 Extract of agreements dated 18 January 2017 and 24 April 2017, ITNL had awarded contracts to GIPL for the FSEL and GRBDCL projects.

Bond:	Indian Non Judicial Stamp Haryana Government		Date : 11/01/2017
Certificate No.: G0K2017A2436			Stamp Duty Paid : ₹ 100
GRN No.: 22536953			(Rs. Hundred Only) Penalty : ₹ 0 Gst Zero Only
Deponent			
Name : IL&FS Transportation Networks Ltd	Sector/Ward : Na	Landmark : Ambience mall	
H.No/Floor : 3rd	District : Gurgaon	State : Haryana	
City/Village : Gurgaon			
Phone : 7838001124			
Purpose : GENERAL AGREEMENT to be submitted at Others			
<small>The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website https://registrarhry.nic.in</small>			
<p>Four Laning of Fagne - MAH/Guj Border (Package-III) Section of NH-8 in the State of Maharashtra from Km 510.000 to Km 650.794 (design length 140.794 km) to be executed as BOT (Toll) basis on DBFOT pattern under NHDP Phase-IV</p> <p>THIS CONTRACT is made at Gurugram on 18th day of January, 2017</p> <p>BETWEEN</p> <p>1. IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL), a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience Island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (herein after referred to as the "EPC Contractor") of one part; and</p> <p>2. GHV (India) Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, AML-Centre, Mahakali Caves Road, Andheri (East), Mumbai – 400093 (hereinafter referred to as the "Contractor") of the second part</p>			

APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is Rs. 1598.48 Crs. (Rupees One thousand five hundred ninety eight crores and forty eight lakhs Only) as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to Rs. 1598.48 Crs. (Rupees One thousand five hundred ninety eight crores and forty eight lakhs Only) for the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by ITNL.





**CONSTRUCTION OF ROBS IN LIEU OF LEVEL CROSSINGS LC-41, LC-32, LC-58, LC-69
HAVING TVU>1,00,000 IN THE STATE OF GUJARAT THROUGH A CONCESSION ON BOT
ANNUITY BASIS. THIS CONTRACT is made at Gurgaon on 24th day of April 2017**

BETWEEN

- 1. **IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL)**, a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (hereinafter referred to as the "EPC Contractor") of one part; and
- 2. **GHV (India) Private Limited**, a Company incorporated under the Companies Act, 1956 and having its registered office at 401, The Grand Mall, S. M. Road, Ambawadi, Ahmedabad – 380015, Gujarat, India (hereinafter referred to as the "Contractor") of the second part.



2



APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is **Rs. 68,66,65,031.00 (Rupees Sixty Eight Crores Fifty Six Lakhs Sixty five Thousand and Thirty One Only)** as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to **Rs. 68,66,65,031.00 (Rupees Sixty Eight Crores Fifty Six Lakhs Sixty five Thousand and Thirty One Only)** for the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by ITNL.

4.3.1.6 Extract of the email dated 28 September 2017 sent by Vaibhav Saraf to Shankar Lokapure

From: Vaibhav Saraf/ITNL
 To: Shankar Lokapure/ITNL@ILFS
 Cc: Ajay Menon/ITNL@ILFS, Maulik Buch/ITNL@ILFS, Sumesh AS/ITNL@ILFS, 'Vinay Krishan Sood' <vinay_sood@ilfsengg.com>, VK Tripathi/ITNL@ILFS, Pradeep Bansal/ITNL@ILFS, Chetan Panchal/ITNL@ILFS
 Date: 28-09-2017 17:19
 Subject: Re: Fw: INFO : LOA - ACEL Section I - ITNL to IECL

OK. Subject to that ITNL Interest outstanding upto Sept 17 of Rs. 6.69 Crs (net of TDS) is paid by IECL out of this funds immediately

Thanks & Regards
 CA Vaibhav Saraf | Assistant Vice President | IL&FS Transportation Networks Ltd.
 | Mobile: +91 9819534494 | Direct: +91 22 2659 3066 | Web: www.itnlindia.com

<[WRD386.jpg](#)>Shankar Lokapure---28-09-2017 17:00:27---Dear Vaibhav, Please find attached LOA, BoE request for release of mobilisation advance. Request you
 <[WRD386.jpg](#)>Shankar Lokapure---28-09-2017 17:00:27---Dear Vaibhav, Please find attached LOA, BoE request for release of mobilisation advance. Request you

From: Shankar Lokapure/ITNL
 To: Vaibhav Saraf/ITNL@ILFS
 Cc: 'Vinay Krishan Sood' <vinay_sood@ilfsengg.com>, Ajay Menon/ITNL@ILFS, Sumesh AS/ITNL@ILFS, Maulik Buch/ITNL@ILFS, VK Tripathi/ITNL@ILFS
 Date: 28-09-2017 17:00
 Subject: Fw: INFO : LOA - ACEL Section I - ITNL to IECL

Dear Vaibhav,

Please find attached LOA, BoE request for release of mobilisation advance. Request your approval for further process.

Regards,

4.3.1.7 Extract of the email dated 10 November 2017 sent by Nagaraj B N to S K Srivastava

On 10-Nov-2017, at 3:03 PM, Nagaraj B N <nagaraj.bn@ilfsengg.com> wrote:

Further to the meeting with Mr. S.K. Srivastava and Mr. Navneet of M/s: Skylark Infra Engg. Pvt. Ltd., (SIEPL) in Gurgaon office on 7th November attended by MD, CEO, CFO and myself, SIEPL has reverted with their final offer for 27.2 km of Amaravati – Chikli Project from Amaravati end (ie., from km 165.60 to km 192.80).

Scope of SIEPL includes construction of 4 Lane highway with all structures complete in this stretch on back to back arrangement.

The Final negotiated price for the same is Rs. 272.50 Cr. (Since the same is on item rate basis, 50% Quantity is considered out of main BOQ of IECL.)

This is against Rs. 293.89 Cr of IECL's main contract value for the same scope of work. i.e., margin of 7.28%. (Comparison of IECL v/s SIEPL is as below)

4.3.1.8 Extract of the email dated 19 March 2019, sent by Parag Phanse to Sameer Raut

FYI
----- Forwarded by Parag Phanse/ITNL on 19/03/2019 06:06 PM -----

From: SC Mittal/ITNL
To: Parag Phanse/ITNL@ILFS
Date: 19/03/2019 06:05 PM
Subject: Approval note to Board on CMRL

NOTE ON CMRL PROJECT

ITNL and IECCL had signed a pre bid MoU for a Item Rate bid invited by Chennai Metro Rail Corporation (CMRL) for construction of two underground stations and cut & cover tunnel at Chennai with following understanding:-

1. ITNL will only lend its name as IECCL on its own was not qualified to bid. As ITNL/IECCL had no experience of underground metro works, qualification of KMB, an Ukrainian Company was used for bidding the project with the understanding that if ITNL-KMB JV is awarded the project, 2% of project cost will be paid to KMB.
2. IECCL will assess the cost to complete the project and will be responsible to complete the project at this price.
3. 12% margin was added on IECCL cost for payment by IECCL to ITNL (10%) and KMB (2%).
4. ITNL will provide all Bank Guarantees required during execution of the project and cost of procurement of BGs to be recovered from IECCL.

Bid submitted by ITNL KMB JV was the lowest bid and accordingly work was awarded to ITNL KMB JV By CMRL at a price of Rs. 331 cr + Taxes as per actual. Escalation based on indices is also payable over and above item rate. Commencement date of the contract was established on 5th Jan 2017. As the price bid submitted to CMRL, included 12% margin of ITNL & KMB, project construction works were entrusted to IECCL at a price of Rs. 281 cr + Taxes (that is 12% lower than price at which Contract awarded to ITNL KMB JV) based on pre bid MoU.

The project is continuing based on above understanding between ITNL and IECCL. Till date progress of approx. 40% has been achieved.

In order to ensure that money received from CMRL is used for project works only, joint control on transfer of money from project account has been in place which was part of MOU between ITNL and IECCL.

Based on above, whatever money was received in project account from CMRL, it was transferred to IECCL / vendors / suppliers who have been executing the work.

However, few months after commencement of works at site, it was realised that Cost to Complete (CTC) would be higher than what was estimated by IECCL at the time submission of bid. In fact it was brought out that CTC would be even higher than the price at which work has been awarded to ITNL KMB JV. As per latest CTC, Total revenue from the project is estimated as Rs. 425.5 Cr approx. The cost to complete the project is estimated as Rs. 483.8 Cr approx. Hence there will be a loss of Rs. 38.3 Crs.

4.3.1.9 Extract of e-mail dated 07 February 2012 Sent by Mukund Sapre to M D Khattar

8. Annexures

Project Icarus

CN=Mukund Sapre/O=ITNL CN=MD Khattar/O=ILFS@ILFS; CN=Ramchand Karunakaran/O=ILFS; CN=Harish Mathur/O=ILFS@ILFS 2 07/02/2012

Pune Solapur Road Project

We removed extra line breaks from this message.

 Cost Summary-IECCL-31.1.2012_r1.xlsx 115 KB  Cost Summary-IECCL-31.1.2012_r1.xlsx.gif 1 KB

Dear MDK,

This refers to the discussion we had yesterday. As discussed we will maintain up to March that there is 8% profit in PSRDCL contract for IECCL, and after March we will revise it to 5% and look into how ITNL can help IECCL.

We have done the Cost Analysis for this Project keeping in view Cost to Subcontractors, Other Direct & Indirect Cost (Staff salary & other overheads for the Staff who will be retained at Site for Supervision, Quality & quantity Checks & for operation of Plants & Equipments), Risk & Contingencies, All Statutory Payments - Royalty & other Taxes and also provision for disputed items in Subcontracting. Expenditure incurred so far against Overheads, Camp Establishment and Equipment Mobilization etc.; also have been considered. Cost considered here have been taken from Project Site as discussed with Mr. Sadasivan.

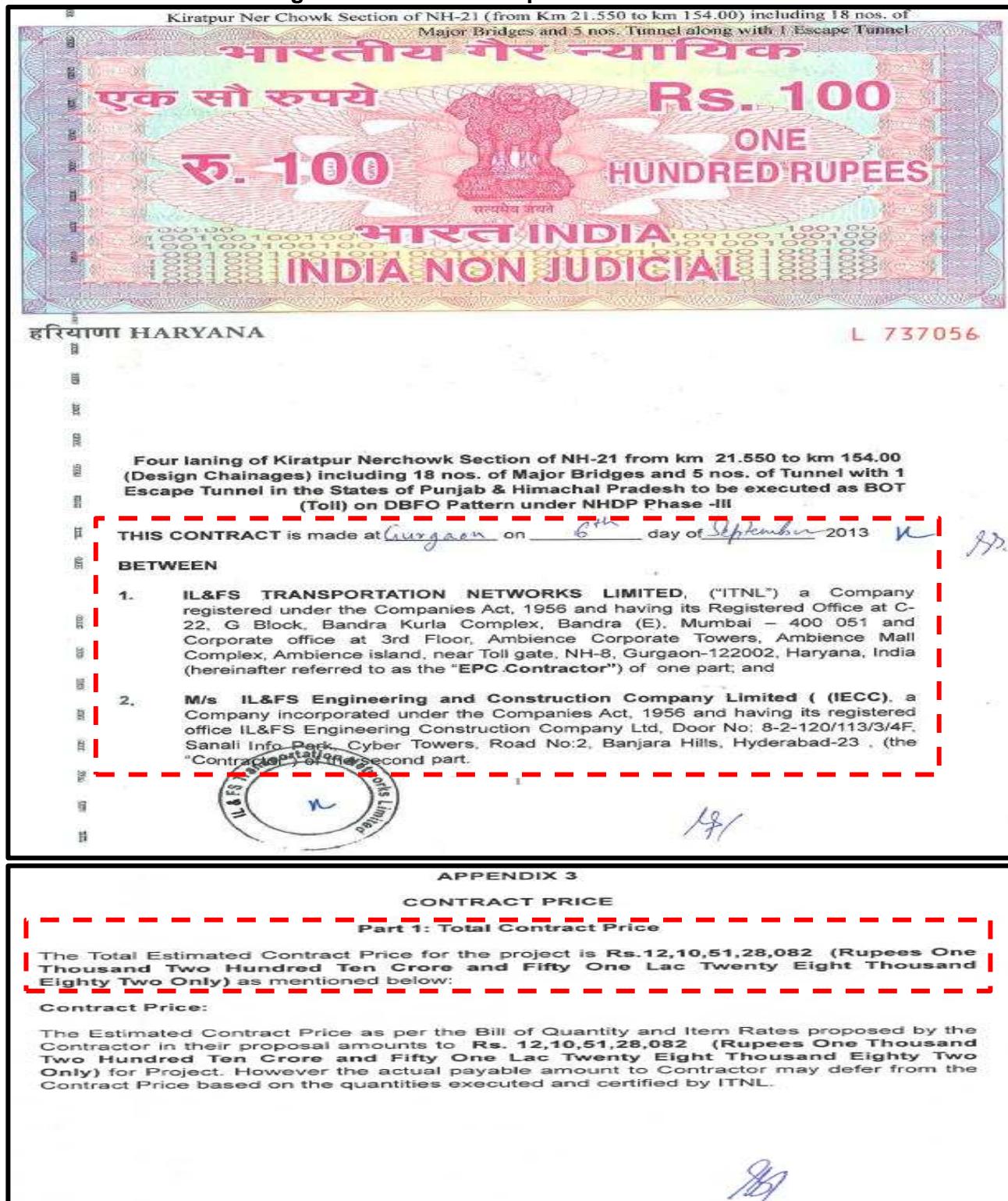
With all above, profit margin comes out to be 5% which is equal to Rs.39.94 Cr. This is based on broad principles that all resources mobilized will remain at site and ITNL will administer and manage contract and subcontract and pay to subcontractors directly through Escrow Account. As you know, that the appointed date has been declared and Cashflow still needs to be streamlined. An early action from your side will be beneficial for achieving the target set forth.

Detailed Working as above is enclosed herewith.

Regards,
Mukund

4.3.2 Potential anomalies in contracts awarded to IECL for KNCEL project

4.3.2.1 Extract of the agreement dated 06 September 2013 between ITNL and IECL



4.3.2.2 Extract of the supplementary agreement dated 03 January 2014 between ITNL and IECCL



SCHEDULE 1: LIST OF AMENDMENTS

1. ITNL shall ensure a profit margin @ 6% subject to a maximum of Rs. 72 Crores. This shall be in addition to various payments as detailed below in modalities. . However if the cost of completion exceeds Rs. 1140 Cr, IECCL shall be eligible to get profit margin of 3% for the remaining cost. For avoidance of doubt the profit margin shall be applicable on Change of Scope items also but not on Price Escalation. The profit margin would be @ 6% upto the contract price of Rs. 1140 Cr and @ 3% if the contract price exceeds Rs. 1140 Cr. BUL shall stand modified and contract shall be cost plus margin with ceilings as above -
2. The Contract Value of the Construction Contract is inclusive of above Margin. For avoidance of doubt the Contract Value is Rs. 1210 Cr. includes Rs. 72 Cr.
3. Margin shall be paid on executed work based on BoQ of IECCL with the progress of work. For Avoidance of doubt the Margin shall be paid of Gross value of work done and be released monthly from Escrow Account.
4. Rent mutually agreed at Annexure 1 shall be paid for the machinery, plant and equipment mobilized at site and no further machinery/ plant shall be mobilized by IECCL. Machinery and plants shall be used subjected to utilisation by sub contractors. ITNL may direct IECCL to demobilize the Plant & Machinery at any time. Rent shall be payable from the date the Plant/Machinery is commissioned (in case of crusher/Batching Plant/WMM Plant). The notice period of 15 days for Plants and 7 days for Machinery shall be provided to IECCL. However transport cost for either mobilization or demobilization (one way) and shall be reimbursed as per the actual expenditure.
5. 100% of civil cost shall be paid to IECCL for Mobilization of Camp.
6. VAT chargeable to IECCL (Net of VAT Credit) shall be considered in expenditure subject to the condition that all the payments are made within the statutory due dates.
7. The existing Escrow Account shall be administered by ITNL with joint signature of any two of the Authorized Signatory (of which one signatory from ITNL is mandatory) of ITNL and IECCL.
8. All resources (including Manpower) mobilized and Contract will be managed by IECCL under the supervision of ITNL. The Sub Contractor payments shall be authorized by ITNL and shall be routed through IECCL and will be paid through Escrow account.



Mystique



4.3.2.3 Extract of the email dated 01 February 2014 sent by MD Khattar to Mukund Sapre

On 01-Feb-2014, at 9:12 am, "MD Khattar" <MD.Khattar@ilfsindia.com> wrote:

Mukund

I think there is some misunderstanding and let me explain

Our interest is to see that IECCCL is able to take the revenue in our books from this project

For this the entries must pass through our books even though all other activities can be done by

ITNL the modification is basically on this

When we discussed this, I had mentioned this point and you had agreed in principle but the draft does not capture this

If you are in Mumbai on Mon , we can discuss and close otherwise we can spend a few minutes in Bangalore on 5th

I

From: Mukund Sapre
To: MD Khattar
Cc: "Sadasiva Guatam" <gautam_sadasiva@ilfseengg.com>; Ramchand Karunakaran; "Sambhu Mukherjee" <sambhu_mukherjee@ilfseengg.com>; Vijay Kini; Ashutosh Chandwar
Date: 03/02/2014 14:09 ZE6B
Subject: Re: Supplementary agreement for KNCEL

This has reference to the discussions we had; and the following things were agreed upon:

1. ITNL will decide on every aspect of the Project at KNCEL. However, the documentation shall be done in such a way that the revenue towards construction including margins shall be recognized in IECCCL books.
2. Vijay Kini will discuss with Sambhu Mukherjee and the only changes that will be done in the Supplementary Agreement will be to achieve the above objective by modifying the words suitably in the Agreement.
3. There will not be any other changes in the MOM and the Supplementary Agreement besides the above.

You may please advice your team accordingly to move forward.

Regards,

Mukund

4.3.2.4 Extract of the email dated 29 August 2016 sent by Dilip Bhatia to Ashutosh Chandwar

From: Dilip Bhatia/ITNL
To: Ashutosh Chandwar/ITNL@jlls
Cc: Mukund Sapre/ITNL@jlls, SC Mital/ITNL@jlls, Ajay Menon/ITNL@jlls
Date: 29-08-2016 14:35
Subject: Re: Cashflow KNCEL

Ashutosh

Accounts only analysed the invoices vs the existing development agreement and found that out of 750+ crs work, more than 1/3 i.e 250+ crs worth invoices were for items which were either not in the iECCL contract or where the BOQs executed and invoices were far in excess of the agreement. In some cases the rates were also higher than as specified in the agreement

This was presented to both you and Mital. You promised to revert with full quantity reconciliation / verification and proposal to amend the development agreement. You also were to send the approval you had taken from Head office for such variation specifically for certain large BOQ items

In the meeting we agreed to release amount up to 20 crs till above actions are completed. This has been done I think and no payment has been stopped

What we need is

- Revised quantities and accordingly the proposal to amend the Contract to reflect correct BOQs as well as rates thus showing the revised cost to completion
- reconciliation between our books and iECCL books as regards amounts o/s
- a framework for approval of such variations in the contracts

Regards

On 30-Aug-2016, at 12:30 PM, Dilip Bhatia <Dilip.Bhatia@lfsindia.com> wrote:

Mukund

You have asked Mital to give a time frame to sort this matter out. Pls facilitate that

It has been 7 weeks since this matter was highlighted to Mital and Ashutosh and each time based on assurances and in the interest of project, payments have been released. Even in the last meeting 4 weeks back when accounts presented their analysis showing huge BOQ variations, Ashutosh promised to get the quantities verified and contract amended within 2 weeks and based on that we agreed to release up to 20 Crs , which we have done as and when needed

The invoices of IECL contain various items which are not part of the contract or at a different rate. Booking these invoices itself points to a control lapse and an ICFR deficiency point

During March 16 audit, DHS had pointed out the issue of invoices not being in line with the contract and amendment of contracts by the site office (in SAP as well as manually) as a major control Gap and it was part of 12 points they highlighted to Audit Committee. They agreed to give clean ICFR report as we promised to rectify these gaps

Please impress upon the project team to complete the necessary documentation at the earliest for the project

I appreciate that Stopping payment is not desirable, but I would also like Project teams to appreciate constraints / issues finance is facing and reciprocate in timely manner so that life is smooth for all of us

Also I believe the balances between ITNL and IECL are still not fully reconciled, which needs to be done

Looking forward to your support

Regards

Dilip Bhatia
Chief Financial Officer

On 30-Aug-2016, at 1:48 PM, Ramchand Karunakaran <Ramchand.Karunakaran@lfsindia.com> wrote:

Are we saying that our guys are doing out of contract stuff and we don't know about it? It takes so long to reconcile.

Mukund I am seriously concerned that the cost over run is probably not as simple as it seems but has lots to do with mismanagement by mittal and his RH

Can you ask mittal to put a date certain for this aspect.

4.3.2.5 Extract of MCAM dated 05 September 2016

Revision of Construction Cost & Scope of work

It is proposed to modify the scope and cost to completion as per following:

S. No	Agency	Revised scope of work	Revised cost of Completion
1	M/s VIL	17.6 km	245.84 - 57.20 - 48.0 = 140.64 Cr
2	M/s IECCL	39.02 km + all Bridges + all Tunnels + Access road to ACC	1749.26 + 57.20 = 1806.46 Cr
3	M/s GHV	21.975 km (except Sundernagar bypass & 2-lane ACC access road)	265.71 Cr
4	ITNL Scope	Remaining work of VIL, COS, Protection works	128.92 + 48.0 = 176.92 Cr
5	Sundernagar Bypass	5.5 km (to be awarded to new agency)	96 Cr.

Revision of Construction Cost & Scope of work

It is proposed to change the present BOQ of the IECCL and changing the same with BOQ contract + Margin model and corresponding modification for Mobilisation advance. Introducing the clause of material advance.

Observe

Keeping in view the slow progress of work awarded to IECCL, it was decided that IECCL team will work under the instructions of ITNL and IECCL will be paid on cost incurred plus agreed margin. Accordingly, a supplementary Agreement was executed with IECCL (Annexure - 2) on 03-01-2013, whereby the ITNL is in command for the execution of work under the scope of the IECCL and IECCL shall get the 6% margin on Construction Cost up to contract value and thereafter 3% on remaining cost above the contract value securing minimum margin of Rs. 72 Cr. IECCL shall also be eligible to get the reimbursement of salary of staff deployed and the rental of the equipment mobilised by IECCL. The margin shall not be applicable on price escalation. Rs. 41.64 Cr towards margin and Rs. 40.81 Cr towards

1


Transportation

salary and P&M hire charges has been paid/due to IECCL.

(4) PM Hire, Salary and Overheads - The MCA mentions that as per existing (amended) agreement with IECCL, IECCL is entitled to get reimbursement of salary of staff deployed at site. However I could not find such mention in the existing agreement. It only says, the staff will report indirectly to PD ITNL, but does not say that ITNL will reimburse their cost

The staff deployed by IECCL will remain at site and cost has to be borne by ITNL
was the management decision of ITNL.

4.3.3 Potential assistance provided to RIL through Narketpally-Addanki-Medarametla Expressway Limited project

4.3.3.1 Extract of the email dated 07 November 2012 sent by VB Katti to Harish Mathur

From: NAM IL&FS <namitnl@gmail.com>
Date: Wed, Nov 7, 2012 at 4:30 PM
Subject: NAMEL Cash Flow & Realisation of ITNL PDF
To: harish.mathur@ilfsindia.com
Cc: kr.khan@ilfsindia.com, narayanan.doraiswamy@ilfsindia.com, Ajay.Menon@ilfsindia.com

Sir

I have prepared the statement and I request that you please discuss with Ramky. Since RIL had asked for monetary assistance the plan has been drawn. Site is having material constraint and nothing is happening. ITNL has to realise long outstanding of PDF which too has been incorporated.

Pl note that we have already booked 110cr extra than actuals as of oct and need to wipe off the same as early as possible.

Approval for release of GOI Grant is already accorded and money is expected to be credited into Escrow account any moment. The matter has been deliberated and consent taken internally with Mr Khan and Mr Narayanan/Mr Ajay. I have also discussed with Ramkys who have also agreed for the transactions. However, Ramkys may not agree for joint operations and I seek your intervention for ensuring that the funds are utilized for the project.

We request you to accord your approval.

Thanks & regards
Katti
Regards,

4.3.3.2 Extract of the document in the user files of KR Khan wherein it was noted that the reported bills in favour of subcontractor Ramky Infrastructure Limited (RIL) exceeded the actual bills by INR 92.64 crs in relation to NAMEL project.

Annexure- I				
without taking into account Dec'12 bill			as on 31/12/12	
S. No.	Description	Cum. Net Payable	Cum. Paid	Balance payable
RIL				
1	713 bill	2,882,195,932	3,030,323,937	-148,128,005
2	545 bill	2,528,777,177	2,739,370,310	-210,593,133
1+2	713+545	5,410,973,109	5,769,694,247	-358,721,138
ITNL				
1	573 bill	2,841,112,753	3,037,886,503	-196,773,750
2	140 bill	1,260,000,000	1,158,200,000	101,800,000
1+2	573+140	4,101,112,753	4,196,086,503	-94,973,750

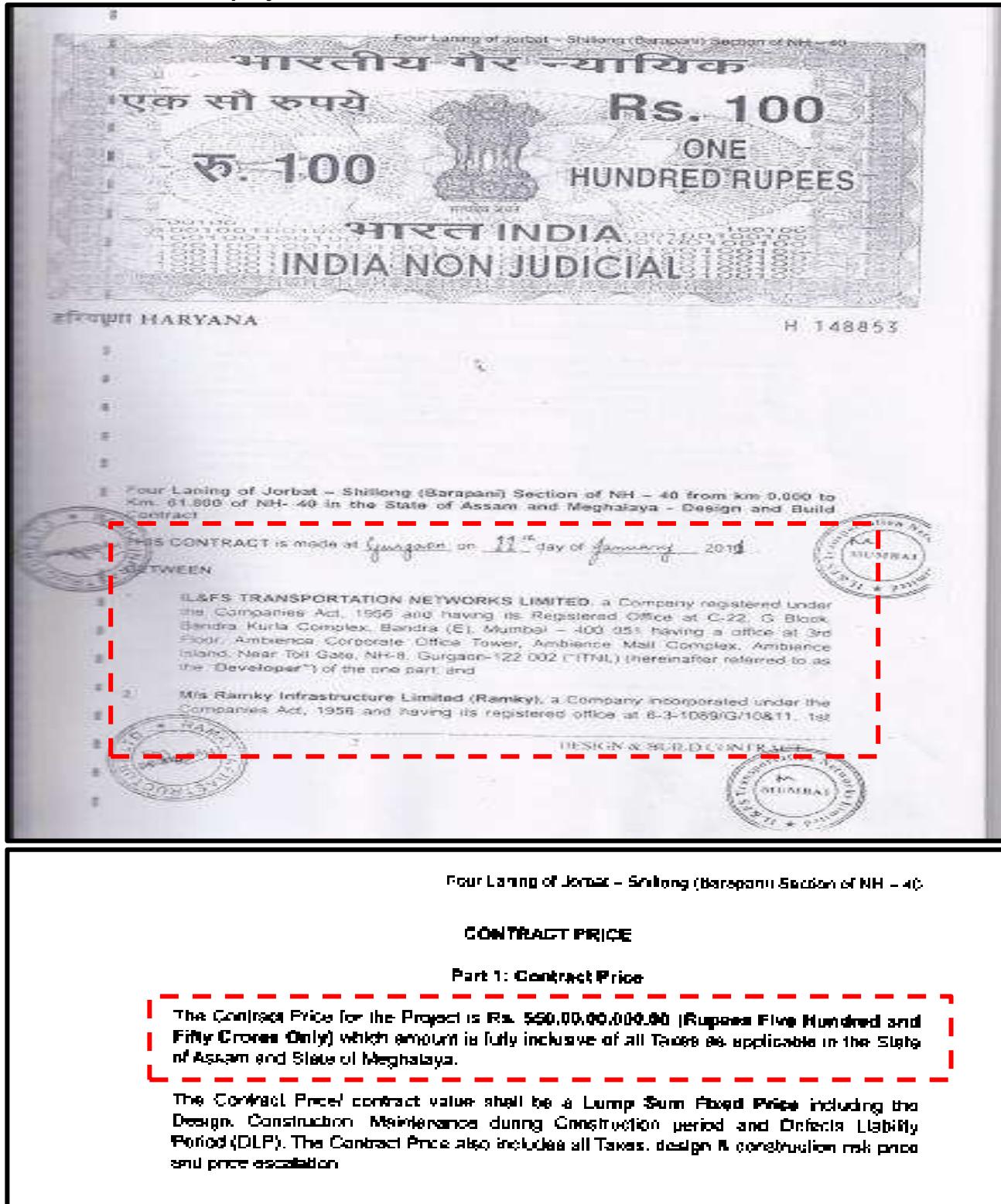
Actual Bills				
S. No.	Description	Cum. Net Payable	Cum. Paid	Balance payable
RIL				
1	713 bill	2,461,961,491	3,030,323,937	-568,362,446
2	545 bill	2,022,583,497	2,739,370,310	-716,786,813
1+2	713+545	4,484,544,988	5,769,694,247	-1,285,149,259
ITNL				
1	573 bill	2,263,186,716	3,037,886,503	-774,699,787
2	140 bill	539,121,121	1,158,200,000	-619,078,879
1+2	573+140	2,802,307,837	4,196,086,503	-1,393,778,666

(2549892777+2952565653) x 126/1286	539,121,121
The calculations are based on actual gross bills as of November 2012.	

Note: Please note that substantial sums of upfronts were released pending certification of December'12 bill with an intention of supporting RIL for enhanced turnover for the quarter.
--

4.3.4 Potential anomalies noted in the contracts awarded by ITNL to RIL in JSEL project

4.3.4.1 Extract of the agreement dated 11 January 2011 indicating sub-contracting by ITNL to RIL for JSEL project



4.3.4.2 Extract of the email dated 25 July 2013 which was sent by Sanjay Minglani to Mukund Sapre

On 25-Jul-2013, at 7:57 AM, "Sanjay Minglani" <Sanjay.Minglani@ilfsindia.com> wrote:

Sir,

Our record shows that RAMKY has received Rs 47 Cr excess payment as compared to the actual work done on site. Considering that we have assured RAMKY for Cost Enhancement money of Rs 80 Cr, We are left with Rs 33 Cr extra to complete the project.

I propose the following :

1. As per the last certified bill of YFC, RAMKY has to pay Rs 11.5 Cr to YFC against work done for the work executed.

Rs 6.5 Cr payment can be made to YFC to commence the work in Section-II.

Rs 5 Cr has already been paid to YFC directly by ITNL against BG. We shall watch his performance very closely towards remobilization , crushing of boulders , road side excavation and Road Maintenance etc

before release of any additional money to YFC.

2. Rs 2 cr to RAMKY against advance payment to Federer LLoyd for steel girder erection & bitumen for road maintenance

Above payments shall be made through Escrow account only

Request for approval of above

With Regards,

Sanjay Minglani
ITNL , Ranchi

▼ Mukund Sare--25-07-2013 08:41:37--Mukund Sare/ITNL

Mukund
Sare/ITNL
L To Sanjay Minglani/ITNL@ilfs,
25-07- cc Harish Mathur/ITNL@ilfs, Vinod Tripathi/ITNL@ilfs, MB Bajulge/ITNL@ilfs, Kuljit Ahluwalia/ITNL@ilfs
2013 08:38 Subject Re: Minister visit to Gauhati Shillong

Have you reconciled with Ramky and have they agreed that 47 cr excess payment has been done?

Why excess payment has been done and who is responsible? Why this is not included in agreement to be signed?

From: Sanjay Minglani/ITNL
To: Mukund Sare/ITNL@ILFS,
Cc: Harish Mathur/ITNL@ILFS, Kuljit Ahluwalia/ITNL@ILFS, MB Bajulge/ITNL@ILFS, Vinod Tripathi/ITNL@ILFS, Vijay Kini/ITNL@ILFS
Date: 25/07/2013 10:10 AM
Subject: Re: Minister visit to Gauhati Shillong

Sir,

Following is the breakup of excess payment made to RAMKY :

- 1. Rs 20 Cr as Advance against BG in August, 2012
- 2. Rs 5 Cr paid to YFC against BG in May, 2013
- 3. Rs 5.3 Cr expenditure during April 7 May, 2013 against work done by ITNL on behalf of RAMKY
- 4. Rs 10 Cr paid to RAMKY to restart the work in June, 2013 after a deadlock of two months
- 5. Rs 5 Cr paid to RAMKY for his Equity contribution for Draw down in July, 2013

Vijay Kini has confirmed that he has reconciled the payment statement with RAMKY Finance man.

Yes, this should have been included in the agreement to be signed with RAMKY. Earlier, it was a part of Site MOM , was to be executed , when ITNL was executing the job.

I accept my fault.

Attached please find herewith RAMKY payment status in JSEL for your perusal

[attachment "RAMKY Payment Status in JSEL.xls" deleted by Vijay Kini/ITNL]

With Regards,

Sanjay Minglani
ITNL , Ranchi

4.3.4.3 Extract of the email dated 30 June 2016 which was sent by Mukund Sapre to Ayodhya Rami Reddy

JSEL
Mukund Sapre to: arr
 Cc: "M.Goutham Reddy", Harish Mathur, Ramchand Karunakaran 30-06-2013 19:29

Dear Ayodhyaji

I would like to bring to your notice about the incident of diverting the fund from JSEL project on 26th June, 2013. After discussion with your Finance guys , ITNL transferred Rs 5 Cr to JSEL project Joint site account (of RAMKY & ITNL) in AXIS Bank, Guwahati. This money was paid for your Equity contribution in the SPV. But, this amount was immediately diverted to RAMKY's ING Vysya Bank , Secunderabad Branch without any intimation to ITNL. This was an intentional act of diversion of funds from JSEL project to some where else. Such type of incidents can only harm the trust level between our companies , I sincerely hope that this type of incidents will not be repeated in future.

Due to cash flow problem, there was no activity on the project site in June, 2013. Despite of reasonably good weather , not even single meter of Bituminous layer was laid on the site. There is no improvement in the production of aggregates as well. Hardly 12000 MT aggregates could be produced during the month of June, 2013 against target of 100000 MT. I would request you to look into the causes of such dismal performance & take immediate & urgent action to improve the progress on JSEL site. As we have zeroed on cost impact to be paid we will in future see to it that monies are paid with consent of ITNL for JSEL works

With Regards,
 Mukund
 Sent from my iPhone

4.3.4.4 Extract of banking records of JSEL and ITNL indicating equity contribution by RIL and payments made by ITNL to RIL

<u>STATEMENT OF ACCOUNT</u>				
INDIAN BANK				
NEW DELHI MAIN BRANCH				
G 41, Connaught Place				
New Delhi				
India				
110001				
Branch Code: 7				Phone No: 23712161, 62
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD				
THE IL AND FS FINANCIAL CENTER				
PLOT NO C 22, G BLOCK				
BANDRA KURLA COMPLEX, BANDRA EAST 400051				
Statement From 01/12/2013 to 31/12/2013 Date : 03/01/2014 Time : 12:03:02				
Uncleared Amount : 0.00			E-mail :	
			Page No. : 1	
23/12/13 23/12/13 WDL TER				
TO 9800600129	5.00			1,14,24,684.00Cr
23/12/13 23/12/13 WDL TFR				
TARIFF CHARGES IDIBH13357696067				
TO 96181000124				
24/12/13 24/12/13 BY VOUCHER TPA				
RAMKY INFRASTRUCTURE RTGS - UTIBH13358072296				
PRM 98905000120	3,00,00,000.00			4,14,24,684.00Cr

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2013 AND 31-03-2014						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
23-12-2013	AXISFI335/069468-IL AND FS TRANSPORTATION NETWORKS		23-12-2013	5000000.00		1059291432.38
23-12-2013	AXISFI335/071605-LINK INTIME INDIA PVT LTD		23-12-2013	59560.00		1059231872.38
23-12-2013	Clg-006371-MUMBAI	6371	23-12-2013		12341.00	1059244213.38
23-12-2013	Clg-003070-MUMBAI	3070	23-12-2013		33203.00	1059277416.38
24-12-2013	TO RAMKY INFRASTRUCTURE LIMITED-JORABAT SHILLONG P		24-12-2013	30500000.00		1028777416.38
24-12-2013	NEFT/SBIN413358543923/CHENNAI NASHRI TUNNELWAY LIM		24-12-2013		91543.00	102868959.38

STATEMENT OF ACCOUNT						
INDIAN BANK NEW DELHI MAIN BRANCH G 41, Connaught Place New Delhi India 110001 Branch Code: 7 Phone No: 23712161, 62 MICR: IFSC:						
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD						
THE IL AND FS FINANCIAL CENTER PLOT NO C 22, G BLOCK BANDRA KURLA COMPLEX, BANDRA EAST 400051						
Statement From 01/01/2014 to 31/03/2014 Date : 07/04/2014 Time : 16:12:02 E-mail :						
10 98906000129						
23/01/14	23/01/14	WDL TFR		1.00		8,17,12,929.00Cr
		TARIFF CHARGES IDIBH14023806806				
		TO 98181030124				
24/01/14	24/01/14	BY VOUCHER TFR		2,00,00,000.00		10,17,12,929.00Cr
MUMBAI P ORT		RAMKY INFRASTRUCTURE - UTIBH14024021170				
		FRM 98905000120				

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2013 AND 31-03-2014						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
23-01-2014	BRN-RTGS-UTIBH14023004160-ABCI DIDPL JOIN-		23-01-2014	50000000.00		28870025.53
23-01-2014	RTGS/CBINH1402303450/SIKAR BIKANER HIGHWAY LIMITE		23-01-2014		10000000.00	128870025.53
23-01-2014	N K C PROJECTS PVT LTD		23-01-2014	37700000.00		91170025.53
23-01-2014	RAMKY INFRASTRUCTURE LIMITED-JORABAT SHILLONG PROJ		23-01-2014	42300000.00		48870025.53
23-01-2014	RAMKY INFRASTRUCTURE LTD		23-01-2014	40000000.00		8870025.53
23-01-2014	LIBERTY VIDEOCON GENERAL INS C	154666	23-01-2014	9080.00		8860945.53

STATEMENT OF ACCOUNT						
INDIAN BANK NEW DELHI MAIN BRANCH G 41, Connaught Place New Delhi India 110001 Branch Code: 7 Phone No: 23712161, 62 MICR: IFSC:						
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD						
THE IL AND FS FINANCIAL CENTER PLOT NO C 22, G BLOCK BANDRA KURLA COMPLEX, BANDRA EAST 400051						
Statement From 01/01/2014 to 31/03/2014 Date : 07/04/2014 Time : 16:12:02 E-mail :						
TO 96181000124 25/02/14 25/02/14 BY VOUCHER TFR 3,00,00,000.00 3,19,75,954.00 Cr MUMBAI F ORT RAMKY INFRASTRUCTURE RTGS - UTIBH14056028703 PRM 00005000120						

8. Annexures

Project Icarus

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2013 AND 31-03-2014							
Scheme	CAC50	Joint Holder Name		-			
LIEN AMOUNT	0	Nomination		NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name		NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date		22/01/2004			
CRN	INR	Branch Name		BANDRA(W), MUMBAI, [MH]			
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE	
25-02-2014	ODR J S LAKSHMI	154811	25-02-2014	20384.00		83618409.15	
25-02-2014	RTGS/DIRBH14056529702/ESCROW AC JORABAT SHILLONG F		25-02-2014		5000000.00	133618409.15	
25-02-2014	RAMKY INFRASTRUCTURE LIMITED-JORABAT SHILLONG PROJ		25-02-2014	3000000.00		103618409.15	
25-02-2014	RTGS/HDFCH14056656016/EYEVIS DISPLAY SOLUTIONS IND		25-02-2014		242829.00	10361238.15	
25-02-2014	AAKAR INTERIOR	154801	25-02-2014	18900.00		103842338.15	

STATEMENT OF ACCOUNT from 01/04/2014 to 30/06/2014 for Account Number 915906540.															
Page No: 1															
INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR															
<p>ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051</p> <p>Email : [REDACTED]</p> <table border="1"> <tr> <td>22/05/2014</td> <td>22/05/2014</td> <td>MUMBAI FORT</td> <td>RTGS INW RAMKY INFRASTRUC RTGS UTIBH14142070 119 TRANSFER FROM 98905000120</td> <td></td> <td></td> <td>20000000.00</td> <td>49479304.00 CR</td> </tr> </table>								22/05/2014	22/05/2014	MUMBAI FORT	RTGS INW RAMKY INFRASTRUC RTGS UTIBH14142070 119 TRANSFER FROM 98905000120			20000000.00	49479304.00 CR
22/05/2014	22/05/2014	MUMBAI FORT	RTGS INW RAMKY INFRASTRUC RTGS UTIBH14142070 119 TRANSFER FROM 98905000120			20000000.00	49479304.00 CR								

8. Annexures

Project Icarus

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2014 AND 31-03-2015						
Scheme	CAC50	Joint Holder Name		-		
LIEN AMOUNT	0	Nomination		NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name		NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date		22/01/2004		
CRN	INR	Branch Name		BANDRA(W), MUMBAI, [MH]		
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
21-05-2014	TO RADISSON INDORE (A UNIT OF	184713	21-05-2014	44181.00		208798748.90
21-05-2014	RAMKY INFRASTRUCTURE LTD-JORABAT SHILLONG PROJECT		21-05-2014	20000000.00		188798748.90
22-05-2014	NEFT/ALLAH14141845885/ILFS TRANSPORTATION NETWORKS		22-05-2014		60000000.00	788798748.90
22-05-2014	HOTEL LEELA VENTURE LTD	184761	22-05-2014	25861.00		788772887.90
22-05-2014	PRATIMA NARINDERSINGH JAM	184765	22-05-2014	9863.00		788763024.90

 इंडियन बैंक Indian Bank Taking Banking Technology to the Common Man	STATEMENT OF ACCOUNT from 01/10/2014 to 31/12/2014 for Account Number 915906540.	Page No: 1																								
INDIAN BANK NEW DELHI MAIN G 41, Connaught Place , New Delhi , India Branch Code :00007 Account Number : 915906540 Product type : CA-GEN-PUB-METRO-INR																										
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051 Email :																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">28/10/ 2014</td> <td style="width: 10%;">28/10/ 2014</td> <td style="width: 10%;">MUMBAI FORT</td> <td style="width: 10%;">99634000120</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td>RTGS INW RAMKY INFRASTRUC RTGS ANDBR52014102 800596875 TRANSFER FROM 98905000120</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>5000000.00</td> <td>25624476.00</td> <td>CR</td> </tr> </table>			28/10/ 2014	28/10/ 2014	MUMBAI FORT	99634000120								RTGS INW RAMKY INFRASTRUC RTGS ANDBR52014102 800596875 TRANSFER FROM 98905000120										5000000.00	25624476.00	CR
28/10/ 2014	28/10/ 2014	MUMBAI FORT	99634000120																							
			RTGS INW RAMKY INFRASTRUC RTGS ANDBR52014102 800596875 TRANSFER FROM 98905000120																							
					5000000.00	25624476.00	CR																			

8. Annexures

Project Icarus

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2014 AND 31-03-2015						
Scheme	CAC50	Joint Holder Name		-		
LIEN AMOUNT	0	Nomination		NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name		NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date		22/01/2004		
CRN	INR	Branch Name		BANDRA(W), MUMBAI, [MH]		
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
27-10-2014	BRN-TO CASH SELF	222220	27-10-2014	75000.00		4688043.81
27-10-2014	PERSONNEL STAFFING SOLUTIONS PVT LTD		27-10-2014	204217.00		46676726.81
27-10-2014	BRN RTGS-UTIBHI4300002435-RATAN EMPORIUM-		27-10-2014	1400598.00		45276128.81
27-10-2014	BRN RTGS-UTIBHI4300004538-RAMKY INFRASTRU-		27-10-2014	5000000.00		40276128.81
27-10-2014	BRN RTGS-UTIBHI4300007702-VRK INFRASTRUCT-		27-10-2014	1000000.00		39276128.81
27-10-2014	AXIS BANK LTD	222221	27-10-2014	21000.00		39255128.81

 इंडियन बैंक Indian Bank <i>Taking Banking Technology to the Common Man</i>						
STATEMENT OF ACCOUNT from 01/10/2014 to 31/12/2014 for Account Number 915906540.					Page No: 1	
INDIAN BANK NEW DELHI MAIN						
G 41, Connaught Place , New Delhi , India						
Branch Code :00007						
Account Number : 915906540						
Product type : CA-GEN-PUB-METRO-INR						
ESCROW A/C JORABAT SHILLONG EXPRESSWAY LTD THE IL AND FS FINANCIAL CENTER PLOT NO C 22 G BLOCK BANDRA KURLA COMPLEX BANDRA EAST MUMBAI 400 051 Email :						
11/12/2014	11/12/2014	MUMBAI FORT	RTGS INW RAMKY INFRASTRUC RTGS UTIBR52014121 100032489 TRANSFER FROM 98905000120		5000000.00	178763778.00 CR

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2014 AND 31-03-2015						
Scheme	CAC50	Joint Holder Name		-		
LIEN AMOUNT	0	Nomination		NOMINATION NOT REGISTERED		
IFSC Code	UTIB0000028	Nomination Name		NOMINATION NOT REGISTERED		
MICR Code	400211007	A/C Open Date		22/01/2004		
CRN	INR	Branch Name		BANDRA(W), MUMBAI, [MH]		
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
11-12-2014	BRN-NEFT-AXISF4345032773-ROHIT SERVICE S-		11-12-2014	191587.00		117161617.98
11-12-2014	RAMKY INFRASTRUCTURE LIMITED-JORABAT SHILLONG PROJ		11-12-2014	5000000.00		112161617.98
11-12-2014	NEFT/CBINH14345447023/GUJARAT ROAD AND INFRASTRUCT		11-12-2014		190719.00	112352336.98

4.3.4.5 Extract of the letter dated 19 August 2013 confirming the termination of work of JSEL received from Ramky Infrastructure Limited.


RAMKY INFRASTRUCTURE LTD.
 H. No.1, F. A. Ahmed Nagar
 Punjabari Road, Six Mile
 Guwahati-781037

Ref: RIL/PO/10-003/06/949
 Date: 19.08.2013

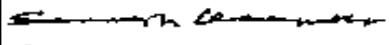
To
The Project Director,
Developer's Representative,
IL & FS Transportation Network Limited,
Jorabat-Shillong Road Project (NH-40)

Subject: Four laning of Jorabat-Shillong (Barapani) section of NH-40 from Km: 0+000 to Km: 61+800 in the state of Assam & Meghalaya for design and Build contract- In response to your letters coming after 13th Aug 2013.

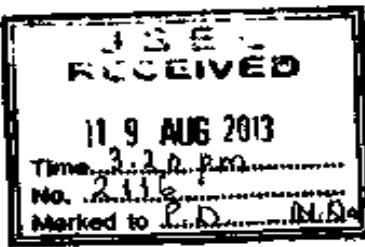
Dear Sir,

We would like to draw your kind attention towards the meeting held in Mumbai on 13th of this month, attended by top management of RIL Mr. A. Ayodhya Ramji Reddy, Mr. Ravi Prakash, Mr. Gowtham Reddy and from RIL Mr. Mukund Sapre, Mr. Sanjay Minglani and yourself, it was decided to hand over the project on an "AS IS WHERE CONDITION" while RIL will keep its personal assets including staff, equipment, offices etc.
 Hence you are requested to handle the project related issue suitably from your end.

Thanking you,

Yours Sincerely,
 For M/s Ramky Infrastructure Ltd

 (Suresh Kumar)

Cc: Mr. Shailendra R, RIL, Hyderabad



RECEIVED
 11.9 AUG 2013
 Time: 3.30 P.M.....
 No. 2115.....
 Marked to P.D.....M.D.....

4.3.4.6 Extract of the email dated 04 June 2012 which was sent by Virindra Raina to Virender Kaul (COO of RIL), Divakar Thakur (AVP at RIL)

From: Virindra Raina
To: VB Katti; bn.singh@ictonline.com; Rajesh Anvekar; MB Bajulge; virinder.kaul@ramky.com; divakar.thakur@ramky.com; subbaraonama@ramky.com
Cc: "Harish Mathur" <harishmathur@ridcor.in>; ynagaraja@ramky.com
Date: 04/06/2012 08:22 ZE5B
Subject: 1)Your PMC's Un-Professional and Wrong Checking of Ramky's so-called Structures Design Consult's DESIGNS and DRCs. and 2)Your PMC's Un-Professional and Wrong Checking and SUPERVISION of the CONSTRUCTION-work

MOST IMPORTANT and URGENT

1) Design and Constrn of Bridges at Km. 196 and 206. - and these are merely only some Examples of what has obviously been going on with the shoddy and unprofessional standard of works by Ramky's Structures Designers (Vr-Tech+Gopal) and ur PMC's Checking of Structures Designs and Constrn. Work -----:

Ref my June 3 e-mails:

I pointed out the totally unacceptable Deficiencies and these speak very badly about the Performance of both ur PMC's Design Checking as well as Constrn. Supervision AND of the acceptability of Ramky's Structures Designs by their Consult Vr-Tech+Gopal.

I am very disappointed and SCARED.

Everyone of these has been making unpardonable MISTAKES - and I hd been pointing this out - BUT to no avail.

You hv obviously been under some Pressure not to rectify these Agencies.

One may well have to ask for LOAD TESTING of ALL Spans of ALL Structures at the COST of those who might hv been pressurising you to accept such sub-standard performances of PMC and Ramky's Designers.

4.3.4.7 Extract of the email dated 04 February 2014 sent by Sanjay Miglani

On 04-Feb-2014, at 3:17 pm, "Sanjay Miglani" <Sanjay.Miglani@itlindia.com> wrote:

Sir,

This is with reference to numbers which Vijay Kini provided yesterday, showing excess payment of Rs 77 crs to RAMKY.

The said numbers were discussed again today amongst five of us. The revised numbers are provided below:

Rs crs
1) Total bills raised by Ramky on ITNL 409.33
2) Actual work done 258.20
3) Excess billing against no work done 151.13
4) Payments from ITNL

- i. Against RA bills 211.69
- ii. Mobilization Advance 73.90
- iii. WCT / TDS 37.70
- iv. Release of Retention 3.00 326.19

5) Recovery of TDS/WCT from Ramky for NKC/VFC bills (14.00)

6) Retention of Ramky (17.50)

Net excess payment to Ramky (4-2-5-6) 36.59

During the final discussion with Ramky, it was discussed that project completion against the contracted cost of Rs 490 crs was not possible, and Ramky insisted that they have incurred more expenditure to the actual work done in the project. During this discussion Rs 37 crs might have been adjusted as a final settlement.

With Regards,

Sanjay Miglani
ITNL, Ranchi
(M) +91-9934300932

4.3.5 Potential instances of dummy contracts in Warora Chandrapur Ballarpur Toll project

4.3.5.1 Extract of the document titled 'Note on WCBRTL IT Matter' as identified in the user files of Vijay Kini

Note on WCBRTL IT Matter

Fact of the case:

1. Search & seizure action u/s.132 of the I.T. Act, 1961 was carried out in the case of Vishvaraj group, Nagpur on 12/11/2013 which includes JV company Warora Chandrapur Ballarpur Toll Road Limited (WCBRTL) and project site of WCBTRL
2. The main allegation of the search was that there is inflation of contract expenses of 180 Cr. -225 Cr.
3. During the course of the statement recorded u/s. 132(4) on 14.11.2013, Shri Arun H. Lakhani, Chairman & Managing Director of VIL made a disclosure of additional income of Rs. 25 crores for and on behalf of various companies/entities of the group to cover up any mistake or omissions in various accounting years.
4. WCBRTL is covered under Block assessment and return was file u/s 153A copy of the same is attached herewith.
5. As the VIL EPC contract was increased by Rs. 171 cr. (from 379 cr. to 550 cr.) to adjust the equity and expenses, similarly there was ITNL EPC /D&D contract to adjust the equity.
6. The IT investigation team seized various records and enquired into further sub-contract expenses
7. ALL the sub-contracts issued by WCBRTL and in turn by VIL were investigated and notices were issued to various sub-contractors including those which were illusionary. So far the enquiry on ITNL sub-contract is avoided by keeping attention on VIL contract.
8. Based on enquiry AO concluded that contracts to the extent of 162.14 Crs. are bogus as there is chain of sub-contracting and no one has executed the work. Many sub-contractors at 4-5th layer agreed that they have not executed the work or not found.

- The applicant has to offer additional income which was not disclosed earlier before the Assessing Officer as well as the manner in which such income has been derived in the main company with a minimum additional tax of Rs. 50 lakhs and related entity with a minimum additional tax of Rs. 10 lakhs
- WCBTRL has to find an additional source of income during the period AY 2010-11 to 2014-15, which we thought that it can be sale of excavated road debris etc. if you think, there may be other sources please let us know.

**WARORA CHANDRAPUR BALLARPUR TOLL ROAD
LIMITED**

CONFIDENTIAL PART

ANNEXURE-II

**Statement containing particulars referred to clause 4 of annexure to Part-C,
item 3 of the Application u/s 245C (1) of the Income Tax Act, 1961.**

Full and true statement of facts regarding the issues to be settled including the terms of settlement sought for by the applicant and the manner in which the additional income offered for taxation before the Hon'ble Settlement Commission has been derived (Vide Item No 4 & 5 of the Annexure required to be furnished along with Form No. 34B)

- 7.1 Before stating the facts of the case, the role played by each of the applicants is detailed in the chart as under:

ON THE ISSUE OF BOGUS SUB-CONTRACTS AND SHARE CAPITAL

COMPANY	ROLE
WCBTRL	This company inflated the project expenses for enabling induction of share capital from VIL
VIL	This company was used as a pass-through entity for enabling introduction of funds received from VITRPL as share capital into WCBTRL
VITRPL	This company was used as a pass-through entity for enabling introduction of share capital through VIL into WCBTRL

7.7 Briefly stated, the applicant was awarded a road project. As per the stipulations laid down by the banks for debt financing, minimum own capital was to be inducted in WCBTRL for the purposes of availing of bank loan. To create the share capital, inflated EPC contract was awarded by WCBTRL to VIL. To create flow of funds pass-through entries were entered into by VIL with various companies by making payments for illusory sub-contracts. These funds were later introduced through Kolkata based paper companies by way of share capital into VITRPL. Ultimately the funds were inducted back into WCBTRL by way of share capital by VIL.

Thus the total project cost was inflated by Rs. 127.32 crores by showing illusory sub-contracts. Out of the above, an amount of Rs.

7.18 crores was outstanding in the books of accounts of VIL in the name of Proton Construction Ltd. and Supreme Infrastructure India Ltd. Thus the total amount of illusory sub-contracts for which payment was made is Rs. 120.14 crores.

4.3.6 Potential excess payments to Soma Enterprise Limited by ITNL in SSTL project

4.3.6.1 Extract of share purchase agreement dated 18 March 2013 between ITNL and SEL

SHARE PURCHASE AGREEMENT
THIS SHARE PURCHASE AGREEMENT (hereinafter referred to as "the Agreement") is made on this 18th day of March 2013 at New Delhi
BETWEEN
SOMA Enterprise Limited a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Soma Heights, 3, Siddhi Vinayak Society, Karve Road, Pune 411038 and having its representative office at B-4/45, Safdarjung Enclave, New Delhi 110029 (hereinafter referred to as "Soma" which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)
AND
IL&FS Transportation Networks Limited , a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at IL&FS Financial Centre, C- 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and having a representative office at 3 rd Floor, The Ambience Corporate
 
Tower, Ambience Island, National Highway No. 8, Gurgaon 122 001, Haryana (hereinafter referred to as "ITNL" which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)
(Soma and ITNL may hereinafter be collectively referred to as the "Parties" and individually as a "Party" and also individually as "Shareholder" or jointly as "Shareholders")
WHEREAS:
I. ITNL is engaged in the development, commissioning and management of Transportation Infrastructure projects with presence in roads, highways, metro rail, bus transportation and border check posts
II. Soma is engaged in the development of core infrastructure projects in the transportation, hydel power and water resources sectors amongst others
III. Soma was declared as the successful bidder for Construction, Operation and Maintenance of Z-Morh Tunnel including approaches on National Highway No. 1 (Srinagar Sonamarg Gurmir Road) in the State of J&K on Design, Build, Finance, Operate and Transfer (DBFOT) Annuity Basis ("the Project") by Border Road Organisation ("BRO/Authority") and has been issued the Letter of Award (LOA) vide letter bearing Ref. no. 24552/DCIBR/BCN/Z-Morh/160/E8 dated 12th March 2013 by the Authority.
IV. In terms of the LOA, Soma is required to incorporate a Special Purpose Vehicle (hereinafter referred to as "SPV") for execution of the Project in terms of Request for Proposal (RFP) issued by the Authority vide letter bearing Ref. No.24552/DCIBR/BCN/Z-Morh / 07 /E8 dated 3rd August 2012 and to sign Concession Agreement (defined hereinafter).
V. Soma is desirous of admitting a partner in the project and intends to part with its stake in the project, which is to be housed in the proposed SPV, by offering to ITNL the stake to the extent of 49%.
VI. To achieve the above understanding Soma has offered and ITNL has agreed to subscribe to 14.5% shareholding in the SPV at the time of incorporation of the SPV. Subsequently, ITNL will acquire additional 34.5% stake in the SPV upon receipt of the requisite approvals from the Authority in terms of Clause 5.3.2 of the draft Concession Agreement.
VII. As consideration for Soma parting with its 49% stake or interest in the project, which is to be executed through the SPV, ITNL agrees to pay Rs 100 crores (Rupees Hundred Crores only) (hereinafter referred to as "Premium") to Soma on or before 31st March 2013 on the terms and conditions referred hereinafter in this Agreement
 
2

4.3.6.2 Extract of bank statements of ITNL indicating payment of INR 50.00 crs on 23 March 2013 to SEL

Tran Date	Value Date	Transaction Particulars	Chq No.	Amount(in Rs.)	DR CR	Balance(in Rs.)	Branch Name
		OPENING BALANCE :					
22-03-2013	22-03-2013	AXIS BANK LTD	85779	400000.00	DR	3060080373.69	BANDRA KURLA COMPLEX,MUMBAI [MH]
22-03-2013	22-03-2013	CANON INDIA PVT LTD	85739	10828.00	DR	3060069545.69	MUMBAI SERVICE BRANCH [MH]
22-03-2013	22-03-2013	BHARATI AXA GIC LTD	85735	43001.00	DR	3060026544.69	MUMBAI SERVICE BRANCH [MH]
22-03-2013	22-03-2013	BHARTI AXA GIC LTD	85734	13391.00	DR	3060013153.69	MUMBAI SERVICE BRANCH [MH]
22-03-2013	22-03-2013	FUTURE GENERALI INDIA INSURANCE CO LTD	85746	24015.00	DR	3059989138.69	MUMBAI SERVICE BRANCH [MH]
22-03-2013	22-03-2013	UTIBH 308 097572-SIKAR BIKANER HIGHWAY LTD		150000000.00	DR	2909989138.69	BANDRA(W), MUMBAI, [MH]
22-03-2013	22-03-2013	UTIBH 308 097621-ELSAMEX INDIA PVT LTD		3133954.00	DR	2906855184.69	BANDRA(W), MUMBAI, [MH]
22-03-2013	22-03-2013	AXISF 308 097683-TEHMTAN DUMASIA		176094.00	DR	2906679090.69	BANDRA(W), MUMBAI, [MH]
22-03-2013	22-03-2013	KAM AVIDA ENVIRO ENGINEERS PVT LTD		1362832.00	DR	2905316258.69	BANDRA(W), MUMBAI, [MH]
22-03-2013	22-03-2013	UTIBH 308 098248-STUP CONSULTANTS PVT LTD		1827331.00	DR	2903488927.69	BANDRA(W), MUMBAI, [MH]
22-03-2013	22-03-2013	From il&fs township & urban as		28661.00	CR	2903517588.69	BANDRA KURLA COMPLEX,MUMBAI [MH]
22-03-2013	22-03-2013	NEFT -SBINH 308 998207-CHENANI NASHRI TUNNELWAY LI		14790000.00	CR	2918307588.69	RTGS HUB
22-03-2013	22-03-2013	REIMBURSEMENT		1007357.00	DR	2917300231.69	BANDRA(W), MUMBAI, [MH]
23-03-2013	23-03-2013	UTIBH 308 2006907-SOMA ENTERPRISE LIMITED		500000000.00	DR	2417300231.69	BANDRA(W), MUMBAI, [MH]
23-03-2013	23-03-2013	PREM ASSOCIATES ADVERTISING AND MARKETING	85778	477893.00	DR	2416822338.69	MUMBAI SERVICE BRANCH [MH]
23-03-2013	23-03-2013	SHAROOSE ENTERPRISES	85762	4163.00	DR	2416818175.69	MUMBAI SERVICE BRANCH [MH]

4.3.6.3 Extract of a letter dated 28 March 2013 sent by SEL to ITNL

soma

March 28, 2013

To,
IL&FS Transportation Networks Ltd.
The IL&FS Financial Centre
Plot C-22, G- Block,
Bandra Kurla Complex,
Bandra (E), Mumbai- 400051

Dear Sirs,

Sub: Payments due to us under the Share Purchase Agreement dated March 18, 2013

We refer to the above mentioned Share Purchase Agreement ("Agreement") entered into between us.

As per the terms of the Agreement, we were entitled to receive a sum of Rs 100 crores (Rupees One Hundred crores only) from you by March 31, 2013. Accordingly, you have remitted a sum of Rs. 50 Crores to our bank account no 0027010099480001 in Bank of Bahrain and Kuwait BSC, on March 23, 2013 receipt of which we hereby acknowledge.

We refer to the discussions the undersigned had with you yesterday in connection with the balance payment of Rs. 50 crores payable by you under the Agreement. As informed during the discussion, Soma Enterprise Limited has certain payments that are payable as Advance to Airspace Infrastructure Pvt Ltd for its business transactions. Tax is deductible at Source on this transaction @ 2%.

We therefore request and authorise you to arrange for the payment of Rs. 49 crores to the account of Airspace Infrastructure Pvt Ltd on our behalf against the sum of Rs. 49 crores payable by you to us under the Agreement. The details of the bank account of Airspace Infrastructure Pvt Ltd for making the payment are given below:

Account Name	:	Airspace Infrastructure Pvt Ltd
Bank	:	Federal Bank Vashi
Account No	:	13690200025859
IFSC Code	:	FDRL0001369

You may release the balance of Rs one crore representing TDS to our account No. 0027010099480001 in Bank of Bahrain and Kuwait BSC.

We also confirm that as on date, we have not received any notice / letter from any Tax or other Authority prohibiting us from releasing any payment to Airspace Infrastructure Pvt Ltd or for releasing such payments to such authorities.

An

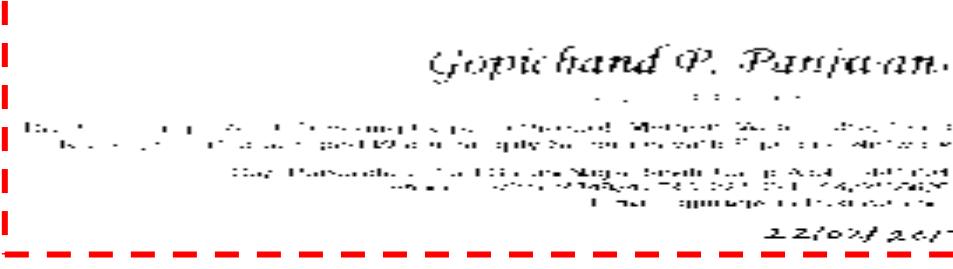
Contd...2

4.3.6.4 Extract of bank statement of ITNL indicating payment of INR 49.00 crs by ITNL to Airspace Infrastructure Private Limited

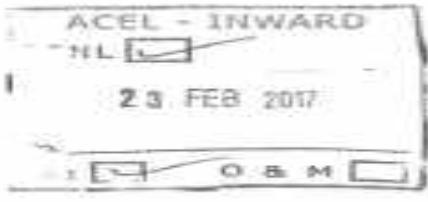
28-03-2013	28-03-2013	UTIBH 3087036057-AIRSPACE INFRASTRUCTURE PVT LTD		49000000.00	DR	370 945628.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087036095-SOMA ENTERPRISE LTD		10000000.00	DR	369 945628.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	RTGS-IOBAH 3087006161/WARORA CHANDRAPUR BALLAPUR		1000000.00	CR	370 945628.90	RTGS HUB
28-03-2013	28-03-2013	UTIBH 3087036850-GULBARGA AIRPORT DEVELOPERS PVT L		10697287.00	DR	369 248341.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087036973-GULBARGA AIRPORT DEVELOPERS PVT L		5771543.00	DR	3685476798.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087037095-GULBARGA AIRPORT DEVELOPERS PVT L		14387080.00	DR	367 089718.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087037140-NAPC LTD		76848722.00	DR	3594240996.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087037212-DINESHCHANDRA R AGARWAL INFRACON		86828000.00	DR	35074 2996.90	BANDRA(W), MUMBAI, [MH]
28-03-2013	28-03-2013	UTIBH 3087037230-SIKAR BIKANER HIGHWAY LTD		25000000.00	DR	34824 2996.90	BANDRA(W),

4.3.7 Potential anomalies in the bidding process for ACEL project

4.3.7.1 Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s Gopichand Panjwani

 <p><i>Gopichand P. Panjwani.</i></p> <p>Mr. Gopichand Panjwani, Managing Director, M/s Gopichand Panjwani, has submitted the following quotation for shifting of water supply pipe lines for 57 villages Langhapur R.R. Pipe Line Water Supply.</p> <p>22/02/2017</p>
<p>To, The Project Director, IL & FS Transportation Network Ltd. Amravati, Maharashtra</p> <p>Subject:- 4. Laying off Amravati-Chikhaldara from Km 166.000 to Km 360.000 section of NH-6 in the state of Maharashtra Quotation for shifting of water supply pipe lines for 57 villages Langhapur R.R.Pipe Line Water Supply</p> <p>Respected Sir,</p> <p>I am offer my quote as 5% below of approved estimate for the work for shifting of water pipe line for 57 villages Langhapur in Akola District.</p> <p>We are thankful to give us an opportunity to bid for the above work.</p> <p>Thanking you,</p> <p><i>Your faithfully</i> GOPICHAND P. PANJWANI</p> <p style="text-align: right;"> ACEL - INWARD TNL 22 FEB 2017 10.00 A.M. </p>

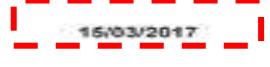
4.3.7.2 Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s AP Saste Construction Company.

 श. योगी. साहस्रनाथ राजस्वाधी कामान कामानी फिल्मानी नवादा, मुमुक्षुवार गां. मेहमान, फिल्मानामा	
नं. 7350989523, 7668041523, 9422183557	
तिथि: 23/02/2017	
<p>To:</p> <p>The Project Director, H & PS Transportation Networks Pvt.Ltd., Amaravati Camp, Amaravati-5244607</p> <p>Sub:- Offer for work of NHAI-PHU-ANET Four-laning of Amaravati to Chikkadpally from KM 365.000 Till KM 368.000 section of NH - 6 in the state of Maharashtra to be executed as BOT(Toll) project on DBFOOT-pattern under NHDP Phase II/ shifting of water supply pipeline of Langapur (357 villages) H.H. Pipe Water Supply Scheme.</p> <p>Revt. -- As per mobile discussion with your good self.</p> <p>Respected Sir,</p> <p>I am ready to execute the above mentioned work with 4% royalty to your company from the estimated cost.</p> <p>We will be thank full to you for your cooperation.</p> <p>Thanking You,</p> <p style="text-align: center;">  ACEL - INWARD NL [] 23 FEB 2017 O & M [] </p> <p style="text-align: right;">Yours Faithfully,  A.P.Saste Construction Company Manager</p>	

4.3.7.3 Extract of Quotations received for the activity 'Shifting of Water Supply lines' from M/s Ashish Contractor and Engineer



4.3.7.4 Extract of Work order awarded to M/s Gopichand Panjwani amounting to INR 5.25 crs dated 15 March 2017

 ILPS Transportation ILPS Transmission Networks Limited ILPS Executive Centre, Plot 1-22, D Block, Sainchi Kothi Compound, Mumbai 400 051, INDIA. T +91 22 2653 3203 F +91 22 2652 3679 W www.ilpsindia.com GM L45200MHR2009PLC120090	 15/03/2017
<p>ACEL/PRJ/TEC/WDR-E18/11/16</p> <p>To: M/s Gopichand P. Panjwani Opp. Mangedham, East Gandhi Nagar Sindhi Camp, Akola-444004 Ph.No: (0724)-2434984 / 2431222, Mob No:9422160620 Email Id: gopichandpanjwani1@gmail.com</p> <p>Kind Attention: Mr. Gopichand P. Panjwani</p> <p>Sub: Four Laning of Amravati to Chikhali from Km. 186.000 to Km.360.00 section of NH-6 in the State of Maharashtra to be executed as BOT (Toll) basis on DBFOT pattern under NHDP Phase IV-Work Order for Shifting of Water Supply Lines</p> <p>Refer: Your Letter no N1 dated:22/02/2017</p> <p>Dear Sir,</p> <p>With reference to above cited offer letter and our discussion with you, we are pleased to issue the work order to you for shifting of Water Supply pipe lines of Langapur (57Villages) location belonging to Maharashtra Jeevan Pradhikaran (MJP)in Akola district on approved tentative estimated valueofRs.5,25,28,302/- (Rupees Five Crores Twenty-Five Lakhs Twenty-Eight Thousand Three Hundred and Two Only)as per attached Annexures-A by MJP with a rebate of 5%.</p> <p>Terms and Conditions:-</p> <ol style="list-style-type: none"> 1. The total scope of work is as per the attached Estimate with Bill of Quantities (Annexure A). 2. The tentative Work Order value is Rs.5,25,28,302/- (Rupees Five Crores Twenty-Five Lakhs Twenty-Eight Thousand Three Hundred and Two Only). However, the actual work order value shall be as per the estimate that will be finally approved by NHAI. 3. The "Agency" means M/s Gopichand P. Panjwani. 4. Time period - Period for subjected work will be 3 months. The start date shall be from the date of receipt of acceptance of this order. 5. Rates- The rates are inclusive of all taxes and duties (if any), Transit insurance, Freight charges, Engineering supply, supply of all materials all along the work site, mobilisation of manpower, tools and equipments, water & electricity as required, all leads and lifts, establishment of camps as required, security of materials and tools, consumable and non-consumable materials, labour etc and all other incidentals as required for the completion of work. 6. Liaisoning and Co-ordination with all the concerned departments right from start of work execution to completion of work shall be the responsibility of the Agency. <p><i>[Handwritten Signature]</i></p> <p style="text-align: right;"><i>[Handwritten Signature]</i> GOPICHAND P. PANJWANI MD, CON. AKOLA</p>	

4.3.7.5 Extract of the email dated 15 December 2017 where KR Khan approved work orders awarded to M/s Gopichand Panjwani amounting to INR 2.35 crs

From: KR.Khan@ilfsindia.com
Sent: 15 December 2017 20:35
To: VK_Tripathi/ITNL%ILFS
Cc: Amit_Garg/ITNL%ILFS; Virendra_Gotmare/ITNL%ILFS; Ashwani_Pachori/ITNL%ILFS; Shivakant
Subject: Re: ACEL: Approval Request for issuing Work Order to M/s Panjwani for shifting of Water Pipe Line Utilities in Murtizapur & Kolambi

Ok

Regards,

Kazim Raza Khan

On 15-Dec-2017, at 17:07, VK Tripathi <VK.Tripathi@ilfsindia.com> wrote:

Dear Sir

Kindly find the IOM attached herewith requesting for your kind approval for issuing Work Order to M/s Panjwani for shifting of Water Pipe Line Utilities in Murtizapur & Kolambi Village.
Also attached herewith the copies of Work orders from ACEL to ITNL and ITNL to Panjwani.

This is for your kind perusal and approval please.

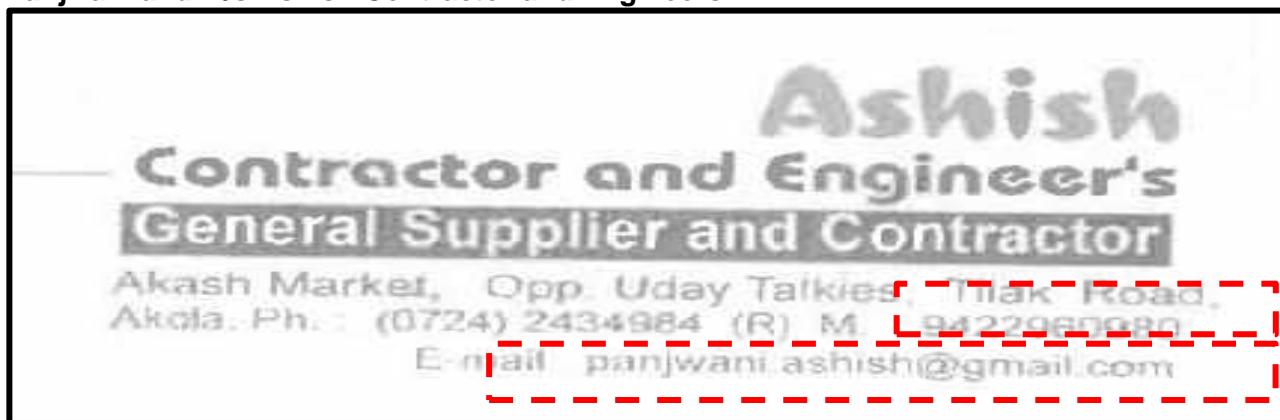
(See attached file: *IOM WO Panjwani.pdf*) (See attached file: *WO ACEL-ITNL Panjwani.pdf*) (See attached file: *WO ITNL-Panjani.pdf*)

With best regards;
Vinay Kumar Tripathi
IL&FS Transportation
Amravati & Bhopal. Mobile : +91 777 101 4551

4.3.7.6 Extract of Work order awarded to M/s Gopichand Panjwani amounting to INR 2.35 crs dated 15 December 2017

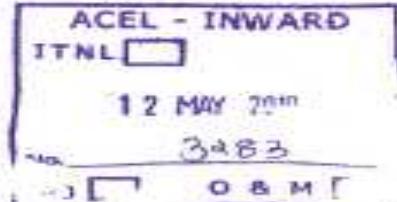


4.3.7.7 Extract of same landline number mentioned on the letterheads of M/s Gopichand Panjwani and M/s Ashish Contractor and Engineers.





4.3.7.8 Extract of Quotation received from Shilansh Corporation amounting to INR 0.61 crs

 Shilansh CORPORATION		0721 - 2577291 (O) 0721 - 2561012 (Fax)
<input type="checkbox"/> Registered Government Contractors <input type="checkbox"/> Specialized in ESR's, WTP, Pipelines & Allied Projects. <input type="checkbox"/> Dealers in C.I. D.I. Pipes & Fittings, Water Meter & Specials		
12/A, Laddha Complex, Bacharaj Plot, AMRAVATI - 444601 E-mail: jaddha@rediffmail.com		
Ref. No.: SC/2018.		Date : 12.05.2018
To, Project Manager ITNL Amravati		
Subject: Quotation for execution of work of pipe line shifting at Loni village		
R/Sir,		
We are submitting herewith our offer for the work of shifting of existing pipe line of Loni Village Water Supply Scheme. We are ready to execute the work as per our offer shown as under.		
1. Estimated Cost : Rs.6834599/- 2. Our Offer : 10% Below Rs.6151139/- (Rs: Sixty one lacs fifty one thousand one hundred thirty nine only) 3. Taxes : GST extra at actual		
Thanking you		
Sincerely Yours,		
For- Shilansh Corporation  T. G. Laddha Authorized Signatory		
		

4.3.7.9 Extract of Quotation received from Real Tech Engineers

Real Tech Engineers
6, Jalarum Market, Jawahar Road, Amaravati-524401
Ref No.: RTE/ITNL/QTN/2018
Date : 11.05.2018
To, Project Manager ITNL Amaravati
Subject : Quotation for pipeline shifting at Loni village
R/Sir,
We are quoting lowest possible rates for shifting of existing pipeline of Loni Village Water Supply Scheme. Shown as under :
1. Estimated Cost : Rs.6834599/- 2. Offer : 5% Below 3. Taxes : GST Extra.
We hope you will find our offer most competitive and reasonable.
Thanking you
Faithfully Yours, Real Tech Engineers S. S. Lalji, L. Proprietor
ACEL - INWARD ITNL <input type="checkbox"/> 16 MAY 2018 No. <input type="checkbox"/> 3813 PRJ <input type="checkbox"/> O & M <input type="checkbox"/>

Akshay Pote Kanta Nagar, Old Bye pass Road, Amravati	12.05.2018
<p>Ref No.: AP/ITNL Quotation/2018-19</p> <p>To, The Project Manager ITNL Amravati</p> <p>Subject : Quotation for shifting of pipe line for Loni Village in Amravati District.</p> <p>R/Sir,</p> <p>We are submitting herewith our offer for shifting of existing pipe line of Loni Village Water Supply Scheme. We are willing to execute the said work as per attached offer.</p> <p>1. Estimated Cost: Rs.6834599/- 2. Our Offer : 2% below of estimated cost. 3. GST : Extra as applicable</p> <p>Looking forward to receive your valuable order(s).</p> <p>Thanking you! Regards,  Akshay Pote</p> <p style="text-align: right;">ACEL - INWARD ITNL <input type="checkbox"/> 15 MAY 2018 No. <u>3300</u> PRJ <input type="checkbox"/> O & M <input type="checkbox"/></p>	

4.3.7.10 Extract of the email dated 18 June 2018 where KR Khan approved work orders awarded to M/s Shilansh Corporation amounting to INR 0.68 crs

From: KR.Khan@ilfsindia.com
Sent: 18 June 2018 21:03
To: Amravati Chikhli Expressway Limited
Cc: VK_Tripathi/ITNL%ILFS; Sanket Kawathekar
Subject: Re: ACEL: Approval Request for issuing WO to agency M/s Shilansh Corporation for shifting of water supply utilities in Loni Village , Amravati district .

Approved

Regards,

Kazim Raza Khan

ADAPTIVE | COLLABORATIVE | DRIVE | INCLUSIVE | CONSCIENTIOUS

On 18-Jun-2018, at 16:04, Amravati Chikhli Expressway Limited <acelsitegroup@gmail.com> wrote:

Respected Sir,

Please find attached herewith ION for approval duly recommended by PD for issuing WO to agency M/s Shilansh Corporation for shifting of water supply utilities in Loni Village , Amravati district .

WO detail is tabulated below:

S. No.	Agency	Approved Estimated Amount	Remark
1	M/s.Shilansh Corporation	68,34,599	Agency will execute work with 10% rebate of approved Estimate

Regards

Sanket Kawathekar

4.3.7.11 Extract of Work order awarded to M/s Shilansh Corporation amounting to INR 0.68 crs dated 15 June 2018

IL&FS Transportation

IL&FS Transportation Networks Limited
IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Mumbai 400 051, INDIA
T +91 22 2653 3333
F +91 22 2652 3979
W www.ilfIndia.com
CIN L45203MH2000PLC129790

ACEL/PRJ/TEC/WOR-618/ 2636

To,
M/s Shilansh Corporation,
12/A, Laddha Complex, Bacharaj Plot,
Amravati-444601
Ph.No:+91 9422955705
Email Id: laddha.jagdish@gmail.com

15/06/2018

Kind Attention: Mr. Jagdish Satyanarayan Laddha

Sub: Four Laning of Amravati to Chikhali from Km.166.000 to Km.360.00 section of NH-6 in the State of Maharashtra to be executed as BOT (Toll) basis on DBFOT pattern under NHDPL Phase IV-Work Order for Shifting of Water Supply utilities at Loni village in Amravati district.

Refer: Your Letter no SC/2018 dated 12.05.2018

Dear Sir,

With reference to above cited offer letter and our discussion with you, we are pleased to issue the work order to you for shifting of Water Supply pipe lines at Loni village belonging to Maharashtra Jeevan Pradhikaran, Amravati on approved cumulative total tentative estimated value for above mentioned location of **Rs.68,34,599/-** (Rs. Sixty Eight Lakhs Thirty Four Thousand Five Hundred and Ninety nine Only) as per attached Annexures A by Maharashtra Jeevan Pradhikaran, Amravati, in the project with a rebate of 10% on the estimate value.

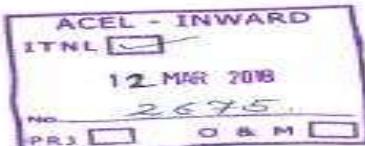
4.3.7.12 Extract of Quotation received from Amit Wasnik:

AMIT M. WASNIK <i>Government Contractor</i> Address :- Ashok Nagar Dr. Ambedkar Chawki, Akola. Mob :- 9423428391																			
Washim ba/TTNL/2018/01	Date :- 15/03/2018																		
QUOTATION																			
Quotation for the construction of compound Wall, Kitchen, Room, Toilet unit and School Building at Village Washimba, Tq. Distt. Akola.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 2px;">Sr. No.</th> <th style="text-align: left; padding: 2px;">Work Description</th> <th style="text-align: right; padding: 2px;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: left; padding: 2px;">01</td> <td style="text-align: left; padding: 2px;">Compound Wall</td> <td style="text-align: right; padding: 2px;">35,22,618.00</td> </tr> <tr> <td style="text-align: left; padding: 2px;">02</td> <td style="text-align: left; padding: 2px;">Kitchen Room</td> <td style="text-align: right; padding: 2px;">2,45,,080.00</td> </tr> <tr> <td style="text-align: left; padding: 2px;">03</td> <td style="text-align: left; padding: 2px;">Toilet Unit</td> <td style="text-align: right; padding: 2px;">3,09,263.00</td> </tr> <tr> <td style="text-align: left; padding: 2px;">04</td> <td style="text-align: left; padding: 2px;">School Building</td> <td style="text-align: right; padding: 2px;">41,23,275.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;"></td> <td style="text-align: right; padding: 2px;">Total Amount</td> <td style="text-align: right; padding: 2px;">₹2,00,236.00</td> </tr> </tbody> </table>		Sr. No.	Work Description	Amount	01	Compound Wall	35,22,618.00	02	Kitchen Room	2,45,,080.00	03	Toilet Unit	3,09,263.00	04	School Building	41,23,275.00		Total Amount	₹2,00,236.00
Sr. No.	Work Description	Amount																	
01	Compound Wall	35,22,618.00																	
02	Kitchen Room	2,45,,080.00																	
03	Toilet Unit	3,09,263.00																	
04	School Building	41,23,275.00																	
	Total Amount	₹2,00,236.00																	
I Donchby declear to give my work 10% below the estimate amount.																			
 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="flex-grow: 1; text-align: center;"> ACEL - INWARD ITNL  15 MAR 2018 2705 NO.  O & M  </div> <div style="margin-left: 20px;"> For AMIT MANOHAR WASNIK  PROPRIETOR </div> </div>																			

4.3.7.13 Extract of Quotation received from Deepak Degole:

VANSH INFRASTRUCTURE PVT. LTD.		
Address :- Ashok Nagar Akola, Mob :- 9923988479		
Date :- 11/03/2018		
QUOTATION		
Quotation for the construction of compound Wall, Kitchen, Room, Toilet unit and School Building at Village Washimba, Distt. Akola.		
Sr. No.	Work Description	Amount
01	Compound Wall	35,22,618.00
02	Kitchen Room	2,45,080.00
03	Toilet Unit	3,09,263.00
04	School Building	41,23,275.00
	Total Amount	82,00,236.00

I hereby give my conant to do the work at 7%
below the estimated amount.

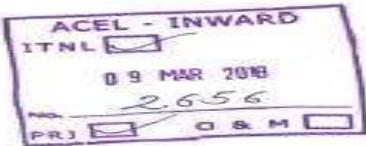





4.3.7.14 Extract of Quotation received from Vansh Infrastructure Private limited :

DEEPAK V. DEGOLE		
<i>Government Contractor</i>		
Address :- Moreshwar Colony, Balaji Apartment Mob :- 8446312220		
Date :- 09-03-2018		
QUOTATION		
Quotation for the construction of compound Wall, Kitchen, Room, Toilet unit and School Building at Washimba, Distt. Akola.		
Sr. No.	Work Description	Amount
01	Compound Wall	35,22,618.00
02	Kitchen Room	2,45,080.00
03	Toilet Unit	3,09,263.00
04	School Building	41,23,275.00
	Total Amount	82,00,236.00

I can do this work below 5% of the estimated
amount.





Dipak V. Degole
Civil Engineer &
Govt. Contractor

4.3.7.15 Extract of Work order awarded to M/s Amit Wasnik amounting to INR 0.82 crs

 IL&FS Transportation Networks Limited

IL&FS Financial Centre | T +91 22 2653 3333
Plot C-22, G Block, | F +91 22 2652 3979
Bandra Kurla Complex, | W [www.itnlindia.com](http://itnlindia.com)
Mumbai 400 051 | CM L45203MH2000PLC129790
INDIA

ITNL/PRJ/TEC/WOR-618/22/48

28 March 2018

To,
 M/s Amit Manohar Wasnik
 Ashok Nagar, Dr. Ambedkar Chowk,
 Akola, Maharashtra 444001.
 Ph. No: +91 9423428391
 Email Id:vanshrox@gmail.com

Kind Attention: Mr. Amit Manohar Wasnik

Sub: Four Laning of Amravati to Chikhali from Km.166.000 to Km.360.00 section of NH-6 in the State of Maharashtra to be executed as BOT (Toll) basis on DBFOT pattern under NHDP Phase IV-Work Order for the construction of compound wall, kitchen room, toilet unit and school building at Washimba Taluka, Akola district.

Refer: Your Letter no. Washimba /ITNL/2018/02 dated 17.03.2018

Dear Sir,

With reference to above cited offer letter and our discussion with you, we are pleased to issue the work order to you for the construction of compound wall, kitchen room, toilet unit and school building at Washimba Taluka, Akola district on approved cumulative total tentative estimated value for above mentioned locations of **Rs. 82,00,236/-** (Rs. Eighty two lakhs two hundred and thirty six Only) as per attached Annexures: A by Sarva Shiksha Abhiyan, Zila Parishad, Akola in the project with a rebate of 10% on the estimate value.

4.3.7.16 Extract of the email dated 22 March 2018 where KR Khan approved work orders awarded to M/s Amit Wasnik amounting to INR 0.82 crs

From: KR.Khan@ilfsindia.com
Sent: 22 March 2018 11:39
To: Amravati Chikhli Expressway Limited
Cc: VK_Tripathi/ITNL%ILFS; Sanket Kawathekar
Subject: Re: ACEL: Approval Request for issuing WO to agency Amit Wasnik for construction Compound wall & School building at Washimba in Akola district

Approved. I presume that Estimate is approved and we have released 20% amount.

Regards,

Kazim Raza Khan

On 22-Mar-2018, at 11:36, Amravati Chikhli Expressway Limited <acelsitegroup@gmail.com> wrote:

Respected Sir,

Please find attached herewith ION for approval duly recommended by PD for issuing WO to agency Amit Wasnik for construction of Compound wall & School building at Washimba in Akola district.

WO detail is tabulated below:

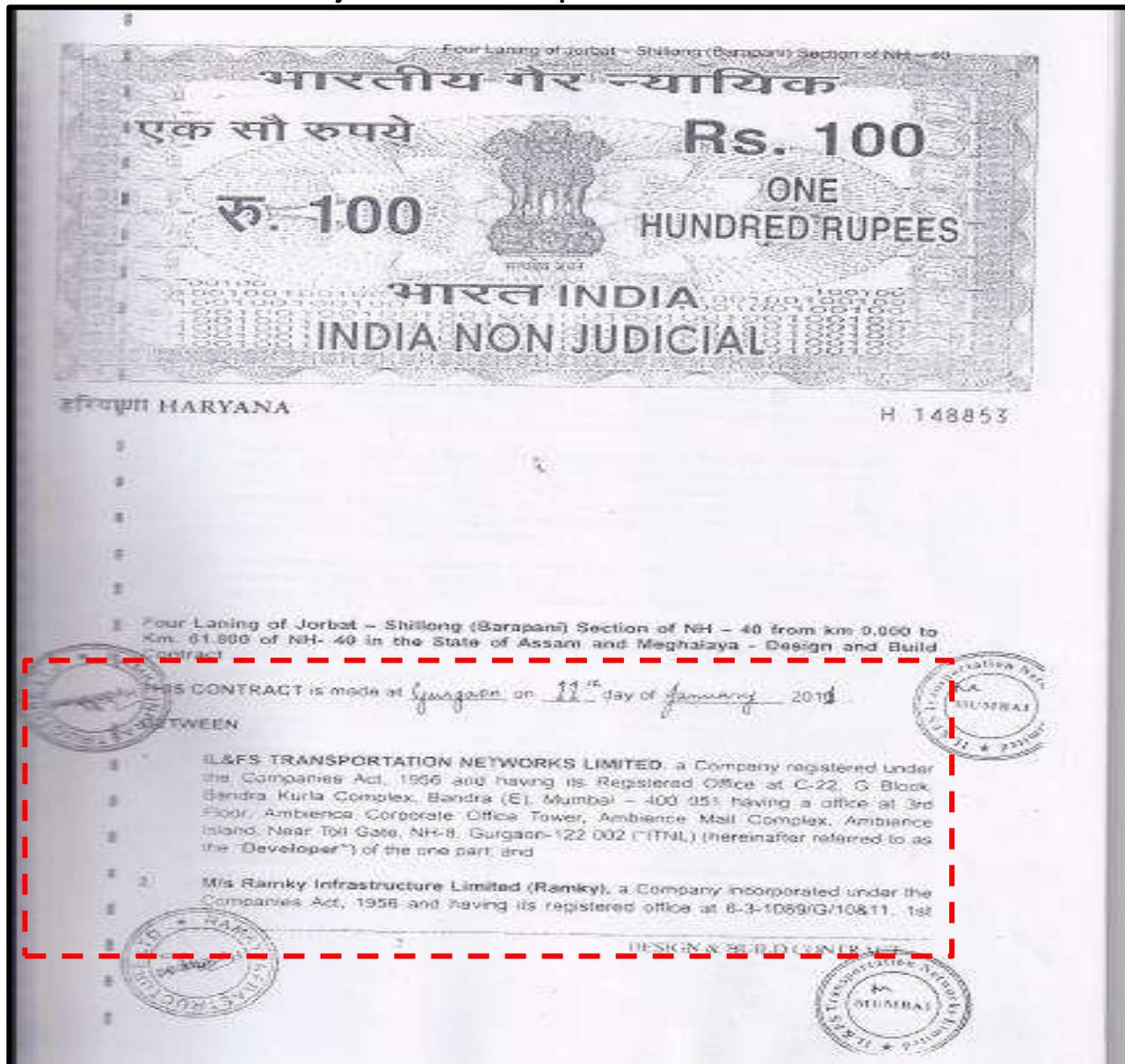
S. No.	Agency	Estimated Amount
1	M/s. Amit Manohar Wasnik	82,00,236

Regards

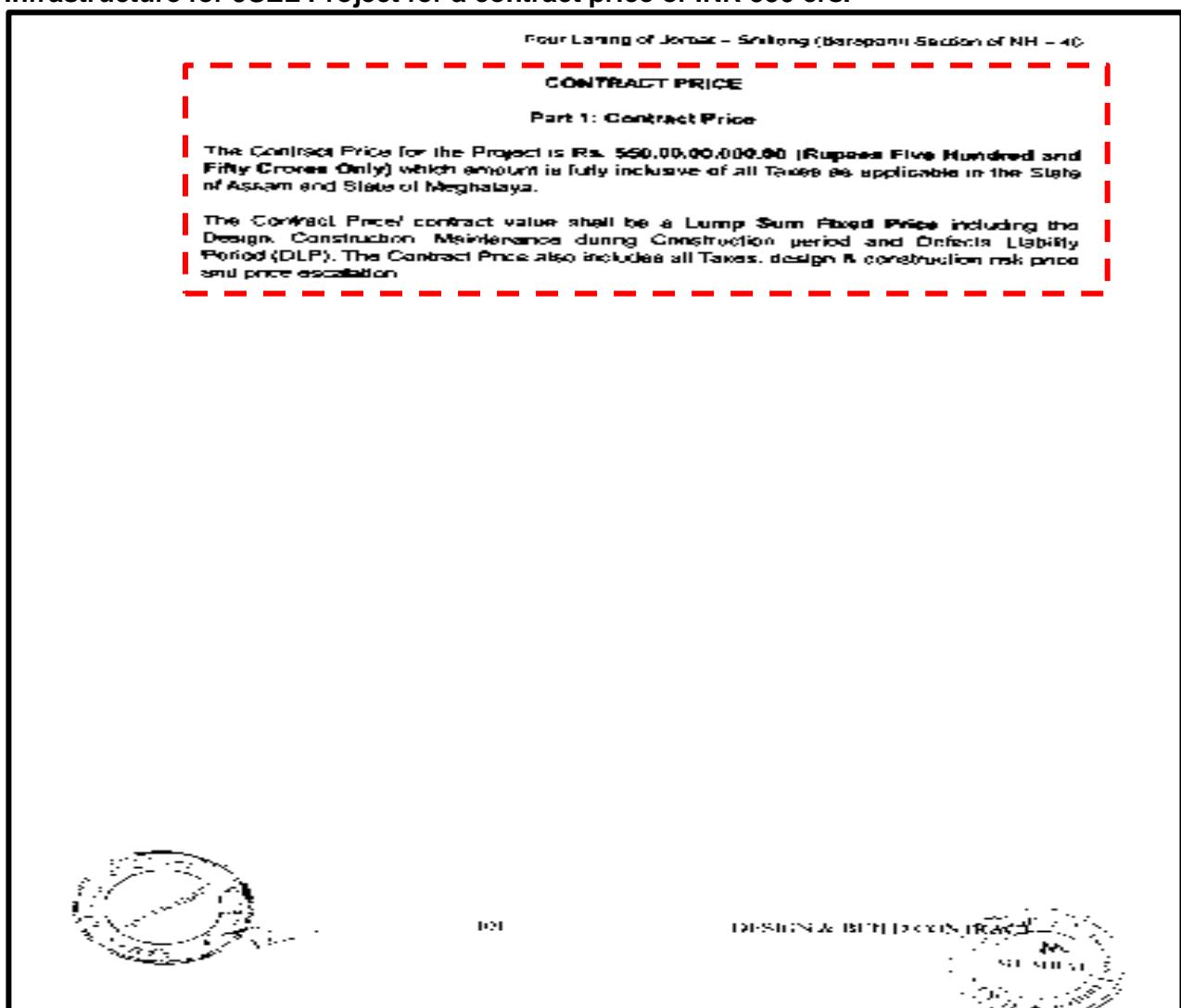
Sanket Kawathekar

4.3.8 Potential anomalies in contracts awarded to YFC Projects Private Limited and NKC Projects Private Limited

4.3.8.1 Extract of the agreement dated 11 January 2011 entered between ITNL and Ramky Infrastructure for JSEL Project for a contract price of INR 550 crs



4.3.8.2 Extract of the agreement dated 11 January 2011 entered between ITNL and Ramky Infrastructure for JSEL Project for a contract price of INR 550 crs.



4.3.8.3 Extract of the email conversation including an attached letter of termination dated 15 July 2013 wherein ITNL has issued a letter of termination to YFC Projects in relation to MPBCDCL Project

 **{In Archive} Expulsion**

Ranjeet Kumar to: davinder.yadav 01/08/2013 04:32 PM
Cc: VK Tripathi, KR Khan [Show Details](#)

Archive: This message is being viewed in an archive.

Dear Sir,

PFA the expulsion letter for your necessary action.

Thanks and Regards,

Ranjeet Kumar
IL&FS Transportation Network Limited
MPBCDCL, A-2, Lake Place Society,
Behind Dadaji Avenue, Chuna Bhatti,
Kolar Road, Bhopal, MP-462016
Mobile no.- 919827099741



expulsion (termination by developer due to default of contractor) as per clause 15.2, 3301.pdf

4.3.8.4 Extract of the email including the attached letter of termination dated 15 July 2013 wherein ITNL has issued a letter of termination to YFC Projects in relation to MPBCDCL Project

IL&FS | Transportation

IL&FS Transportation Network

The IL&FS Financial Centre,
Plot C-22, G Block,
Bandra Kurla Complex,
Mumbai - 400 051
INDIA

T +91 22 6742 1000
F +91 22 6742 1001
W www.ilfs.com

MPBCDCL/PRJ/TEC/COO-587/ **3301** July 15, 2013

To,
YFC Projects Private Limited
SCO-13, Sector-15, Part-II,
Gurgaon-122 001, Haryana

(Kind Attn: Mr. D.K. Yadav)

Sub: Construction, UP-gradation, Modernisation, Development, Operation and Maintenance of 24 Border Check Posts in the State of Madhya Pradesh on BOT Basis-Regarding Sagar Lalitpur, Shivpuri Jhansi and Bhind Etawa Checkposts: **Expulsion (Termination by developer due to default of contractor) as per clause No. 15.2 of the contract Agreement.**

Ref: Meeting held on dated 03.07.2013 with MPRDC, Independent Engineer, ITNL and Contractors at Bhopal.

Dear Sir,

The work of 5 Checkposts amounting to Rs. 1315728733/- was awarded to you on 23.02.11 and agreement was executed on 24.05.11.

02 numbers of Checkposts were withdrawn due to non compliance of contract obligations by M/s. YFC Projects Private Limited (YFC). Thereafter, the balance works completion within stipulated time schedule was committed by M/s. YFC and performance Bank guarantee of Rs. 6.578 Cr were renewed. But it was again observed that quality and progress have remained very poor and non compliance of statutory obligations etc. is still prevailing.

Therefore a joint meeting on 03.07.2013 was called in due presence of MPRDC, Independent Engineer, ITNL with contractors at Hotel Lake View Ashok at Bhopal to review and resolve the issues. Representative of M/s. YFC Mr. G P Singh attended the meeting and during discussions abused the Independent Engineer using unparliamentary language which is really unfortunate. It has been taken a matter of concern by the MPRDC & Independent Engineer and also by the ITNL Management who has directed us to issue a termination notice for all the awarded works under clause-15 of the contract agreement.

In the view of above facts the work of Shivpuri-Jhansi (S-2), Bhind-Etawa (S-3) and Sagar-Lalitpur (S-8) Checkposts are hereby being withdrawn from M/s. YFC Projects Private Limited.

4.3.8.5 Extract of the letter dated 19 August 2013 confirming the termination of work of JSEL received from Ramky Infrastructure Limited



RAMKY GROUP

Ref: RIL/PO/10-003/06/949
Date: 19.08.2013

To
The Project Director,
Developer's Representative,
IL & FS Transportation Network Limited,
Jorabat-Shillong Road Project (NH-40)

RAMKY INFRASTRUCTURE LTD.
H. No.1, F. A. Ahmed Nagar
Punjabari Road, Six Mile
Guwahati-781037

Subject: Four laning of Jorabat-Shillong (Barapani) section of NH-40 from Km: 0+000 to Km: 61+800 in the state of Assam & Meghalaya for design and Build contract- In response to your letters coming after 13th Aug 2013.

Dear Sir,

We would like to draw your kind attention towards the meeting held in Mumbai on 13th of this month, attended by top management of RIL Mr. A Ayodhya Ramji Reddy, Mr.Ravi Prakash, Mr. Gowtham Reddy and from ITNL Mr. Mukund Sapre, Mr. Sanjay Minglani and yourself, it was decided to hand over the project on an "AS IS WHERE CONDITION" while RIL will keep its personal assets including staff, equipment, offices etc.

Hence you are requested to handle the project related issue suitably from your end.

Thanking you,

Yours Sincerely,
For M/s Ramky Infrastructure Ltd

(Suresh Kumar)

Cc: Mr. Shailendra R, RIL, Hyderabad

RECEIVED	
11.9 AUG 2013	
Time.....	3.30 P.M.....
No.	2.115.....
Marked to P.D.....M.B.....	

4.3.8.6 Extracts of the Agreement dated 26 August 2013 between ITNL and NKC Projects Pvt Ltd for JSEL Project

CONSTRUCTION CONTRACT

BETWEEN

IL&FS TRANSPORTATION NETWORKS LIMITED

AND

NKC PROJECTS PVT. LTD.



4.3.8.7 Extracts of the Agreement dated 26 August 2013 between ITNL and NKC Projects Pvt Ltd for JSEL Project

APPENDIX 11			
BILL OF QUANTITIES			
ABSTRACT OF COST ESTIMATE			
Project : Four-Laning of Jorbat-Shillong (Barapani) Section in the State of Assam & Meghalaya			
Package I - Km.0+000 - Km.35+000 (Part 1)			
Sr. No.	Particulars	Cost	
		Amount (Rs.)	in Cr.
I)	Contractors Scope of Work		
1	Site Clearance	-	0.00
2	Earthwork	12,34,44,011	12.34
3	Granular Pavement Courses	6,89,58,175	6.90
4	Bituminous Courses	63,84,95,489	63.85
4a	Rigid Pavement	7,41,39,020	7.41
5	CD Works (Pipe, Box Culverts)	2,04,05,791	2.04
6	Km Stones	4,26,51,146	4.27
7	Drainage and Protection works	14,34,73,943	14.35
8	Minor/Major Bridges	8,73,10,877	8.73
	Total	1,19,88,78,452	119.89




4.3.8.8 Extracts of the Agreement dated 26 August 2013 between ITNL and YFC Projects Pvt Ltd for JSEL Project

CONSTRUCTION CONTRACT
BETWEEN
IL&FS TRANSPORTATION NETWORKS LIMITED
AND
YFC PROJECTS PVT. LTD.



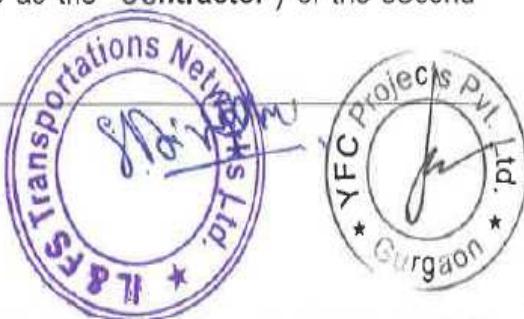
4.3.8.9 Extracts of the Agreement dated 26 August 2013 between ITNL and YFC Projects Pvt Ltd for JSEL Project

Four Laning of Jorabat Shillong Section of NH-40 (from Km 35.00 to Km 61.80) including Umnsing Bypass in the States of Assam and Meghalaya on DBFOT pattern

THIS CONTRACT is made at GURGAON on 26th day of AUGUST 2013

BETWEEN

1. IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL), a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 (herein after referred to as the "Developer") of one part; and
2. M/s YFC PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956 and having its registered office at, # 14, Block - B, Infocity, Sector 34, Gurgaon – 122001 (herein after referred to as the "Contractor") of the second part.



4.3.8.10 Extract of media article dated 18 April 2015 stating FIR was filed before the Central Bureau of Investigation ('CBI') against ITNL

Home > NATIONAL > CBI approached to probe companies' backgrounds

CBI approached to probe companies' backgrounds

By By Our Reporter — On Apr 18, 2015

NATIONAL

TSTM

Jorabat-Umiam road project

SHILLONG: An FIR was filed before the CBI here to probe the back ground of the companies executing the road project from Jorabat to Barapani amid allegations that there has been destruction of houses and environment during the 'reckless' construction process.

In the FIR submitted before the SP,CBI, Shillong, CSWO President Agnes Kharshiing on Friday said that the Jorabat-Barapani road construction undertaken by Concessionaire ILFS Ramkey, under NHAI is now being executed by the NKC Project (P) Ltd and YFC Project (p) Ltd which are unknown companies and seem to have not at all tendered legally as per procedures for the road construction nor were selected under proper procedures strictly laid down which is a clear violation and corruption perpetrated by certain officials in high level.

The FIR also said that it was noticed that the inexperience of the road construction companies have resulted in loss of life and property. There was a massive landslide in Umling, Ri Bhoi district, on October 5 last year, due to hazardous blasting and unprofessional road construction which led to the death of a person.

As per the FIR, at least seven cars were trapped under debris, yet the police have mentioned that there were only four cars thereby indirectly helping these companies.

"We were also informed that most of the staffs working in the JCB clearing the debris then were sent away and new JCB drivers and staff were brought in to avoid queries from the people. The road is till date not being properly cleared of the soil and the companies seem to be taking it slow in clearing the debris," the FIR said.

4.3.8.11 Extract of public domain media article dated 03 November 2013 were NKC was barred from participating in bids

NHAI terminates work contract of major infra companies due to faulty bidding

The termination of contracts have been done since 2014.

INDIA

Updated: Nov 03, 2017, 23:10 IST

HT

Indo Asian News Service

The National Highways Authority of India (NHAI) has terminated the work contracts of several companies, including Larsen and Toubro and Essel Infra, due to faulty bidding for Public Private Partnership (PPP) projects and Engineering Procurement Construction (EPC) projects.



CANADA IS WAITING FOR YOUR SKILLS
ONLINE CANADIAN RENEWABLE ENERGY TRAINING

FIND OUT HOW

The termination of contracts have been done since 2014, and NHAI has asked for representations, if any, on the works to be made to the General Manager (Technical) of the division concerned at the NHAI head office by November 6.

Among the projects of infra giant L&T that have been cancelled include a six-lane project in Maharashtra's Pimpalgaon-Nasik-Gobde section.

"The L&T has also been barred to bid for PPPs till March 28, 2019 and for EPC projects till March 28, 2018," said official documents from the NHAI, which are with IANS.

Essel Infra has been barred from bidding for PPPs till July 21, 2019 while it also cannot participate in EPC projects till July 21, 2018.

Corson Corviam has been barred from participating in PPP contracts till March 3, 2020 while it can't bid for EPC mode projects till March 14, 2019.

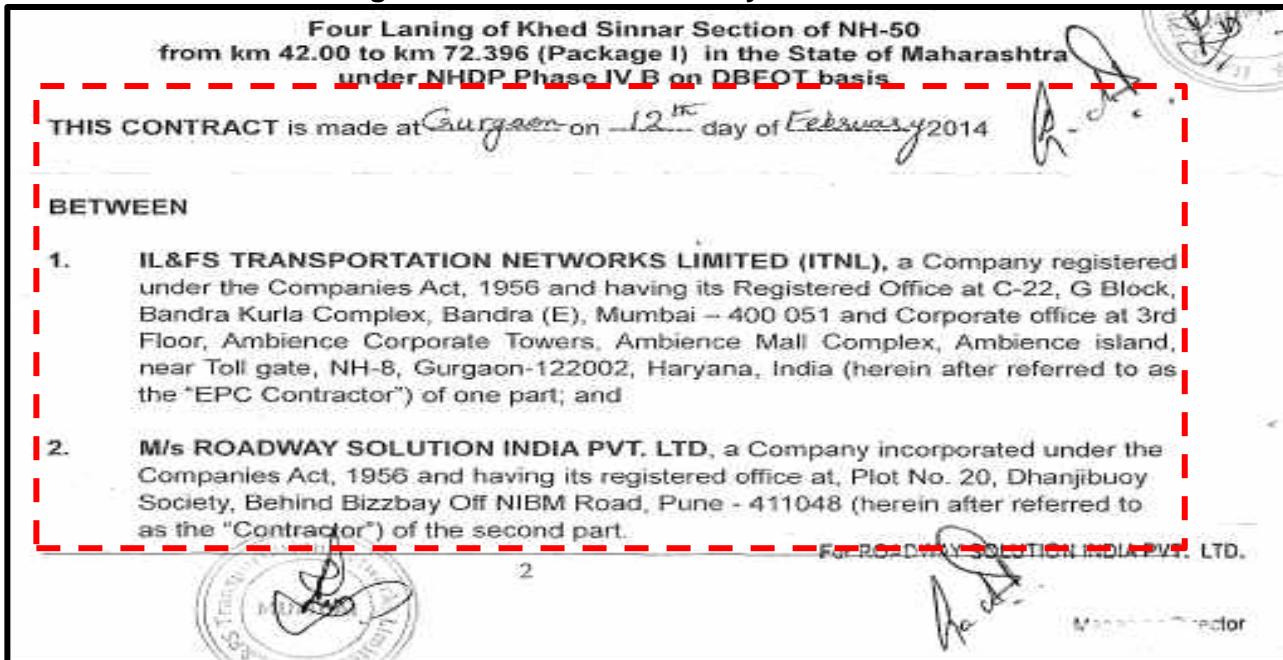
Transstroy (India) Ltd has been barred from PPP projects till May 5, 2020 while it won't be eligible to participate in EPC projects till May 5, 2019.

In the northeast, JKM Infra and NKC projects won't be eligible to participate in PPP projects till January 2020 and EPC projects till January 1, 2019.

In West Bengal, Madhucon Infra's four lanning of Barasat-Krishnagar section on NH-34 has been cancelled and it can't bid for PPP projects till May 2, 2019 and EPC projects till May 2, 2018.

4.3.9 Potential anomalies in contracts awarded to Roadways Solution India Private Limited in KSEL project

4.3.9.1 Extract of the agreement dated 12 February 2014 between ITNL and RSIPL



APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is Rs. 350.79 Crs. (Rupees three hundred fifty Crores and seventy nine lakhs Only) as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to Rs. 350.79 Crs. (Rupees three hundred fifty crores and Seventy nine lakhs Only) for km 42.00 to km 72.396 (Package I) in the State of Maharashtra of the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by EPC Contractor.

4.3.9.2 Extract of comparison of the cost estimates based on the bill of quantities submitted by the selected subcontractors

	30.4	40.87	66.68	PKM	PKM	PKM
	Roadways	GHV	MC	Roadways	GHV	MC
Total - Package-3						
Sr.	Particulars	Amount (In Crores)			PKM cost	
I)	Contractors Scope of Work					
1	Site Clearance	0.05	0.83	0.93	0.001644737	0.02030829
2	Earthwork	68.10	65.27	158.70	2.240131579	1.59701493
2A	RE wall Filling	0.87	3.28	6.51	0.028618421	0.08025447
3	Granular Pavement Courses	45.63	55.02	89.45	1.500986842	1.34621972
4	Bituminous Courses	82.96	79.55	151.23	2.728947368	1.94641546
4A	Rigid Pavement	-	-	8.34	#VALUE!	#VALUE!
5	CD Works (Pipe,Slab,Box Culverts)	11.93	14.31	18.22	0.392434211	0.35013457
6a	Road Marking	1.02	1.93	2.32	0.033552632	0.0472229
7	Drainage and Protection works				0	0
a)	Lined and Unlined Drains	8.65	12.92	23.54	0.284539474	0.3161243
b)	Retaining Wall/Toe Wall	37.45	10.41	29.25	1.231907895	0.25471006
c)	Pitching/Turfing	2.24	4.07	7.28	0.073684211	0.09958405
d)	Crash Barier/Guard Stones	10.02	10.61	18.27	0.329605263	0.25960362
e)	Miscellaneous	1.18	2.37	2.75	0.038815789	0.05798874
f)	RE Wall	9.31	17.77	37.42	0.30625	0.43479325
8	Minor/Major Bridges	70.97	55.05	89.66	2.334539474	1.34695376
8A	Rehabilitation and Repair of Existing	0.09	0.74	0.86	0.002960526	0.01810619
9	Safety & Maintenance Works	0.32	0.93	1.46	0.010526316	0.02275508
Total (I)	350.79	333.38	646.20	11.53914474	8.15708344	9.69106179

ANNEXURE - I		
ABSTRACT OF COST ESTIMATES		
Project: Four Laning of Khed-Sennar Section of NH-50 From Km 42.000 to Km 177.000 (Design Length = 137.946 Km) Under Phase IV B In The State of Maharashtra on DBFOOT Basis.		
Packages-1 : Stage I - From Km. 42.00 to Km. 72.396		
Contractor Name :	Roadway Solution India Pvt. Ltd.	
Sr. No.	Particulars	Package-1
		Amount (In Rs.)
		Amount (In Crores)
I)	Contractors Scope of Work	
1	Site Clearance	4,66,315.00
2	Earthwork	68,09,71,961.00
2A	RE wall Filling	86,70,728.00
3	Granular Pavement Courses	45,62,90,345.00
4	Bituminous Courses	82,95,87,195.00
4A	Rigid Pavement	-
5	CD Works (Pipe,Slab,Box Culverts)	11,92,87,211.00
6a	Road Marking	1,02,26,340.00
7	Drainage and Protection works	
a)	Lined and Unlined Drains	8,64,93,075.00
b)	Retaining Wall/Toe Wall	37,45,09,625.00
c)	Pitching/Turfing	2,24,20,130.00
d)	Crash Barier/Guard Stones	10,02,13,844.00
e)	Miscellaneous	7,18,36,200.00
f)	RE Wall	9,33,32,600.00
8	Minor/ Major Bridges	70,97,00,901.00
8A	Rehabilitation and Repair of Existing Bridges	9,47,935.00
9	Safety & Maintenance Works	31,58,280.00
Total (I)		350.79



ANNEXURE - I			
ABSTRACT OF COST ESTIMATES			
Project: Four Laning of Khed - Sinnar Section of NH-50 From Km 42.000 to Km 177.000 (Design Length - 137.946 Km) Under Phase IV B In The State of Maharashtra on DBFOT Basis.			
Package-2: Stage I - From Km. 72.396 to Km. 139.075			
Contractor Name: Montecarlo Ltd.			
Sr. No.	Particulars	Package-2	
		Amount (In Rs.)	Amount (In Crores)
1) Contractors Scope of Work		93,08,695.50	0.93
1 Site Clearance		1,58,70,23,959.20	158.70
2 Earthwork		6,51,43,236.00	6.51
2A RE wall Filling		89,44,99,152.00	89.45
3 Granular Pavement Courses		1,51,22,89,219.00	151.23
4 Bituminous Courses		8,35,61,122.00	8.34
4A Rigid Pavement		18,22,19,400.10	18.22
5 CD Works (Pipe,Slab,Box Culverts)		2,32,01,544.00	2.32
6a Road Marking		23,54,47,018.50	23.54
7 Drainage and Protection works		29,24,78,309.00	29.25
a) Lined and Unlined Drains		7,28,04,546.00	7.28
b) Retaining Wall/ Toe Wall		18,27,24,255.20	18.27
c) Pitching/Turfing		2,75,37,067.00	2.75
d) Crash Barrier/Guard Stones		37,41,96,902.00	37.42
e) Miscellaneous		89,66,14,668.80	89.66
f) RE Wall		85,72,229.00	0.86
8 Minor/ Major Bridges		1,45,82,878.70	1.46
8A Rehabilitation and Repair of Existing Bridges		6,46,20,04,292.00	646.20
Total (I)			

ANNEXURE - II						
ABSTRACT OF COST ESTIMATES						
Project: Four Laning of Khed - Sinnar Section of NH-50 From Km 42.000 to Km 177.000 (Design Length - 137.946 Km) Under Phase IV B In The State of Maharashtra on DBFOT Basis.						
Package 3 : Stage I & Stage II - From Km 139.075 to Km 179.946 (including Sangamner Bypass)						
Contractor Name: GEIV (India) Pvt Ltd						
Sr. No.	Particulars	Package-4(S1)		Package-4(S2)		Total - Package-4
		Amount (In Rs.)	Amount (In Crs.)	Amount (In Rs.)	Amount (In Crs.)	Total Amount (In Rs.)
1) Contractors Scope of Work						
1 Site Clearance		87,72,661.28	0.88	4,48,390.88	0.05	92,80,270.40
2 Earthwork		62,16,34,292.80	62.16	3,10,82,182.48	3.11	65,27,16,475.28
2A RE wall Filling		1,91,08,650.63	1.91	1,36,77,270.00	1.37	3,27,86,120.63
3 Granular Pavement Courses		50,42,99,069.30	50.43	4,39,31,886.50	4.39	55,02,31,855.80
4 Bituminous Courses		72,08,78,010.13	72.09	7,46,04,656.73	7.46	79,54,82,667.16
4A Rigid Pavement		-	-	-	-	-
5 CD Works (Pipe,Slab,Box Culverts)		14,31,12,762.99	14.31	-	-	14,31,12,762.99
6a Road Marking		1,54,70,109.26	1.55	37,83,139.25	0.38	1,92,53,248.50
7 Drainage and Protection works						
a) Lined and Unlined Drains		9,63,79,345.96	9.62	3,30,17,536.48	3.30	12,94,96,782.44
b) Retaining Wall/ Toe Wall		6,46,76,263.65	6.47	3,84,37,138.43	3.84	10,41,13,401.08
c) Pitching/Turfing		3,50,85,153.20	3.51	55,92,666.15	0.56	4,06,57,819.35
d) Crash Barrier/Guard Stones		8,90,38,787.93	8.91	1,70,14,001.49	1.70	10,60,73,388.42
e) Miscellaneous		2,03,57,006.61	2.04	33,08,275.50	0.33	2,36,65,281.10
f) RE Wall		15,90,15,777.70	15.90	5,86,51,738.20	5.87	17,76,67,515.90
8 Minor/ Major Bridges		48,56,11,476.00	48.58	6,46,57,767.60	6.47	55,04,69,243.60
8A Rehabilitation and Repair of Existing Bridges		74,41,386.01	0.74	-	-	74,41,386.00
9 Safety & Maintenance Works		31,50,542.50	0.32	11,19,275.50	0.11	92,69,818.00
Total (I)		2,94,10,82,669.25	294.35	39,29,62,425.17	39.24	3,33,39,45,094.43

₹ 000.



4.3.9.3 Extract of the website of RSIPL

 Gadhoke Group

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Company Overview

Company Overview

What could be a better testimony to our excellence than the knowledge and expertise that has been passed in over three decades with diligence and absorbed with utmost reverence till date, making us stand amongst the leaders of this industry.

Starting as a proprietary concern in the year 1974, we under took various works in the Maharashtra and were later promoted as Class 1 contractors. We have executed several irrigation, road & utility shifting project. In the year 2015, Roadway Solution India Pvt.Ltd (RSIPL) was incorporated & we have recently entered into the execution of national highway projects. As of now, we have completed five major packages working with leading construction companies in India.

We are a trusted and revered organisation accredited with ISO 9001:2008, OHSAS 18001:2007 NS-EN ISO 14001:2004/ ISO 14001:2004. Our longevity is the evidence of a team that is motivated to succeed and dedicated to provide the best possible service. We blend hard work and commitment without compromising on quality. As an organisation, we have spread across western India with the support of our people, we continue to explore more avenues around the nation to reach and to succeed.



 Gadhoke Group

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Completed Project

Employer	Name of Work	Length	Client	Amt
IL & FS Engineering And construction Co	Roadwork including minor Structures from Km 150 to Km 190 Pune Solapur NH-9 in the state Maharashtra	40 Kms	NHAI BOT	216 Cr
P.S.Toll Road Pvt.Ltd	Work Shifting of existing utilities under MSEB for Electrical of Pune-Satara Highway km 725 to Km 865 of NH-4 in the state of Maharashtra	72 kms	NHAI	60 Cr
NHAI	Short Term Routine Maintenance of NH-4 from Km 189 to Km 260(Karnataka)	71 kms	NHAI	28 Cr
NHAI	Short Term Routine Maintenance of NH-4 from Km 260 to Km 340 (Karnataka)	80 Kms	NHAI	18 Cr
NHAI	Short Term Routine Maintenance of NH-4 from Km 340 to Km 404 (Karnataka)	64 Kms	NHAI	4 Cr

4.3.9.4 Extract of financial statements of RSIPL for FY 2013-14

ROADWAY SOLUTIONS INDIA PRIVATE LIMITED											
PARTICULARS	BALANCE SHEET										
	06	07	08	09	10	11	2011-12	13	2014	2015	2016
Share Capital	10	10	10	10	10	5	25	175	452	879	879
Reserves & Surplus	-4	-5	-12	-30	59	123	623	1,190	1,596	1,603	1,664
Net worth	6	5	-2	-21	69	128	648	1,365	2,048	2,482	2,543
Long term borrowings				203	235	289	2,889	2,000	1,487	2,979	4,727
Other Non Current Liabilities				1,114	286				-	-	-
Long Term Provisions								27	27	14	14
Total Non Current Liabilities	-	-	-	1,317	522	289	2,889	2,027	1,514	2,992	4,740
CURRENT LIABILITIES											
Short term borrowings				77	124	273		4,389	1,517	2,045	917
Trade Payables	4	4	4	21	305	358	2,016	1,341	1,551	494	826
Other Current Liabilities				1	1	674	4,553	5,729	4,186	2,173	2,215
Short Term provisions				1	52	42	291	625	615	99	66
Total current liabilities	4	4	4	99	482	1,347	6,859	12,083	7,869	4,810	4,024
Total Equity & Liabilities	10	9	1	1,395	1,073	1,763	10,396	15,475	11,431	10,285	11,307
NON CURRENT ASSETS											
Total Fixed Asset	0	0	0	214	423	799	4,533	6,964	6,546	5,444	4,529
Non Current Investment								103	53	56	56
Deferred Tax Assets (Net)								13	69	203	297
Long Term Loans & Advances							78	79	-	-	-
Other Non Current Assets								636	484	443	423
Total Non Current Assets	-	-	-	-	-	-	78	831	7,153	6,148	5,305
CURRENT ASSETS											
Current Investment				86	419	597	47		-	-	-
Inventories	8	8	1	753	104	215	40	289	240	532	231
Trade Receivables						1	2,248	2,239	2,452	1,542	3,664
Cash & Cash Equivalents	1	0	0	152	6	7	2,785	4,439	1,012	901	541
Short Term Loans & Advances				127	63	5			569	740	998
Other Current Assets				63	57	139	665	713	5	422	567
Total Current Assets	9	8	1	1,181	649	965	5,786	7,680	4,278	4,137	6,001
TOTAL ASSETS	10	9	1	1,395	1,072	1,763	10,396	15,475	11,431	10,285	11,307

4.3.9.5 Extract of email dated 04 February 2014 sent by Payal Pandya to Parag Phanse

 Wed 02-04-2014 09:46
 CN=Payal Pandya/O=ITNL <Payal.Pandya@ilfsindia.com>
 Khed Sinnar/BOQ for Preconstruction Activities
 To CN=Parag Phanse/O=ITNL@ILFS
 Cc CN=Prasad Koli/O=ITNL@ILFS; CN=Shailesh Patil/O=ITNL@ILFS
 We removed extra line breaks from this message.

BOQ_Preconstruction Activities.xlsx 11 KB BOQ_Preconstruction Activities.xlsx.gif 1 KB BOQ_Preconstruction Activities.xlsx 11 KB

Dear Sir,

Please find attached BOQ for preconstruction activities. Back up of 5.58 Crs. is prepared, whereas the same is required for 20 Crs. Kindly suggest other items which may be incorporated in this BOQ.

Thanks and Regards,

Payal Pandya
 IL&FS Transportation Networks Ltd.
 402, Shivalik - II, Shivranjini Cross Roads,
 132 Ft . Ring Road, Ahmedabad - 380015
 Desk: +91-79-29297388 Ext:106
 Mobile : 91-9099968473

4.3.10 Potential anomalies in contracts awarded to Gajra Infra Private Limited and M/s. S.S. Enterprises in KSEL project

4.3.10.1 Extract of work orders issued to GIPL dated 06 July 2015 and 14 October 2015 indicating the activities to be carried out

Work Order

ITNL/PRJ/TEC/WOR-618/ 1333

To,
M/s Gajra Infra Pvt Ltd,
 1st Floor, Gjra Chambers,
 Mumbai Agra Highway,
 Kamod Nagar, Nashik- 422009

Sub: Four Lanning of Khed-Sinhar Section of NH-50 from Km 42+000 to Km 177+000 in the state of Maharashtra on DEBOT Basis.

Work Order for Fabrication and Erection of Bus Shelters - Reg

Ref : Your Quotation dated 6th June 2015

Dear Sir,

With reference to your quotation dated 6th June, 2015 and subsequent to our further negotiations, we are pleased to issue the Work Order to you for Fabrication and Erection of Bus Shelters for an amount of Rs. 1,32,75,000.00 in our project as per the enclosed scope of works and Terms and Conditions.

The work order is being issued in duplicate; one copy shall be returned duly signed by you as a token of your acceptance.

Regards



S P Singh
 Associate Vice President,
 IL&FS Transportation Networks Limited,
 Nashik.

Encl : Terms and Conditions

IL&FS Transportation Networks Limited
 IL&FS Financial Centre, 1 - 491 22 0000 3000
 Plot C-02, G Block,
 Baner-Kurla Complex,
 Mumbai - 400 071,
 INDIA
 T - +91 22 0000 3000
 F - +91 22 0000 3000
 M - www.ilfs.in
 CIN U45320MH2009PLC129746

Date: 6th July, 2015

Work Order

ITNL-KSEL/PRJ/TEC/WCR-618/ 1538

To,
M/s Gajra Infra Pvt Ltd,
 1st Floor, Gjra Chambers,
 Mumbai Agra Highway,
 Kamod Nagar, Nashik- 422009

Sub: Four Lanning of Khed-Sinhar Section of NH-50 from Km 42+000 to Km 177+000 in the state of Maharashtra on DEBOT Basis.

Work Order for:

- 1. Design and Construction of Toll Plaza Office Buildings,
- 2. Construction of Secured Walkway
- 3. Landscaping of Toll Plaza area-Reg

Dear Sir,

With reference to your quotation and subsequent to our further negotiations, we are pleased to issue the Work Order to you for Architectural Design, Structural Design and Construction of Toll Plaza Office Buildings at Two Toll Plaza Locations for an amount of Rs. 4,02,62,340/- in our project as per the enclosed scope of works and Terms and Conditions.

The work order is being issued in duplicate; one copy shall be returned duly signed by you as a token of your acceptance.

Regards



S P Singh
 Associate Vice President
 IL&FS Transportation Networks Limited
 Nashik

IL&FS Transportation Networks Limited
 IL&FS Financial Centre, 1 - 491 22 0000 3000
 Plot C-02, G Block,
 Baner-Kurla Complex,
 Mumbai - 400 071,
 INDIA
 T - +91 22 0000 3000
 F - +91 22 0000 3000
 M - www.ilfs.in
 CIN U45320MH2009PLC129746

Date: 14th October, 2015

4.3.10.2 Extract of work orders issued to GIPL dated 14 October 2015

Work Order

EENL-KSEL/PRI/TEC/WOR-618/ 1539

To:

Ma Gajra Infra Pvt Ltd,
1st Floor, Gjra Chambers,
Mumbai Agra Highway,
Kamod Nagar, Nashik- 422009

Sub: Four Lanning of Khed-Sinma Section of NH-50 from Km 42+000 to Km 177+000 in the state of Maharashtra on DBFOT Basis.

Work Order for Design and Construction of Toll Plaza Canopy and Toll Booths- Reg

Date: 14.10.2015.

Dear Sir,

With reference to your quotation and subsequent to our further negotiations, we are pleased to issue the Work Order to you for Architectural Design, Structural Design and Construction of Toll Plaza Office Buildings at Two Toll Plaza Locations for an amount of Rs. 3,50,16,000/- in our project as per the enclosed scope of works and Terms and Conditions.

The work order is being issued in duplicate; one copy shall be returned duly signed by you as a token of your acceptance.

Regards


S P Singh
Associate Vice President
IL&FS Transportation Networks Limited
Nashik

4.3.10.3 Extract of MCA records of GIPL for the FY 2015-16 indicating the total revenue from operations as INR 9.98 crs

FORM NO. AOC-4			Form for filing financial statement and other documents with the Registrar								
<small>[Pursuant to section 137 of the Companies Act, 2013 and sub-rule (1) of Rule 12 of Companies (Accounts) Rules, 2014]</small>											
Form Language	<input checked="" type="radio"/> English <input type="radio"/> Hindi Refer the instruction kit for filing the form.										
Note-	-All fields marked in * are to be mandatorily filled. -Figures appearing in the e-Form should be entered in Absolute Rupees only. Figures should not be rounded off in any other unit like hundreds, thousands, lakhs, millions or crores.										
Authorized capital of the company as on the date of filing	100,000										
Number of members of the company as on the date of filing	0										
SEGMENT- I: INFORMATION AND PARTICULARS IN RESPECT OF BALANCE SHEET											
Part A											
I. General information of the company											
1. (a) *Corporate identity number (CIN) of company	U45400MH2015PTC262183										
(b) Global location number (GLN) of company											
2. (a) Name of the company	GAJRA INFRA PRIVATE LIMITED										
(b) Address of the registered office of the company	PLOT NO. 13 + 26, GAJRA CHAMBERS KAMOD NAGAR, MUMBAI AGRA ROAD NASHIK Nashik Maharashtra										
(c) *e-mail ID of the company	parakhhemant@gmail.com										
3. * Financial year to which financial statements relates	From	01/04/2015	(DD/MM/YYYY)								
	To	31/03/2016	(DD/MM/YYYY)								
SEGMENT II: INFORMATION AND PARTICULARS IN RESPECT OF PROFIT AND LOSS ACCOUNT											
I. Statement Of Profit And Loss											
<table border="1"> <thead> <tr> <th>Particulars</th> <th>Figures for the period (Current reporting period)</th> <th>Figures for the period (Previous reporting period)</th> </tr> </thead> <tbody> <tr> <td>From</td> <td>01/04/2015 (DD/MM/YYYY)</td> <td>From 01/04/2014 (DD/MM/YYYY)</td> </tr> <tr> <td>To</td> <td>31/03/2016 (DD/MM/YYYY)</td> <td>To 31/03/2015 (DD/MM/YYYY)</td> </tr> </tbody> </table>		Particulars	Figures for the period (Current reporting period)	Figures for the period (Previous reporting period)	From	01/04/2015 (DD/MM/YYYY)	From 01/04/2014 (DD/MM/YYYY)	To	31/03/2016 (DD/MM/YYYY)	To 31/03/2015 (DD/MM/YYYY)	
Particulars	Figures for the period (Current reporting period)	Figures for the period (Previous reporting period)									
From	01/04/2015 (DD/MM/YYYY)	From 01/04/2014 (DD/MM/YYYY)									
To	31/03/2016 (DD/MM/YYYY)	To 31/03/2015 (DD/MM/YYYY)									
(I) Revenue from operations											
Domestic Turnover											
(i) Sales of goods manufactured		0.00	0.00								
(ii) Sales of goods traded		99,854,907.00	0.00								
(iii) Sales or supply of services		0.00	0.00								
Export turnover											
(i) Sales of goods manufactured		0.00	0.00								
(ii) Sales of goods traded		0.00	0.00								
(iii) Sales or supply of services		0.00	0.00								
(II) Other income		0.00	0.00								
(III) Total Revenue (I+II)		99,854,907.00	0.00								

4.3.10.4 Extract of work orders dated 04 June 2015 and 22 July 2017 awarded to SS Enterprises relating to plantation and maintenance for the project KSEL

 IL&FS Transportation IL&FS Transportation Networks Limited IL&FS Financial Centre, Plot C-22, G Block, Bandra-Kurla Complex, Mumbai - 400 051, INDIA. T +91 22 2653 3333 F +91 22 2653 3295 W www.ilindia.com CIN L45203MH2000PLC128790	
Work Order	
ITNL/PRJ/TEC/WOR-618/ 1252	
Date: 04 .06.2015	
<p>To, M/s S.S. Enterprises Plot No C-100, STICE, Sinnar-422112 (Nashik)</p>	
Kind Attn: Shri Sukhdev Singh. Mob: 0807099984	
Project	: Four Lanning of Khed-Sinnar Section of NH-50 from Km 42+000 to Km 177+000 (Design Length – 137.946 Km) under NHDP Phase IV in the state of Maharashtra on DBFOT Basis.
Subject	: Work Order for Plantation of Flowering Plants & Shrubs in Median -Reg
Ref	: Your Quotation dated 27th March 2015
<p>Dear Sir,</p> <p>With reference to your quotation dated 27th March, 2015 and subsequent to our further negotiations, we are pleased to issue the Work Order to you for carrying out the Median Plantation Works in our project as per the enclosed scope of works and Terms and Conditions for a tentative amount of Rs.. 4,68,05,148/-</p>	
 IL&FS Transportation IL&FS Transportation Networks Limited IL&FS Financial Centre, Plot C-22, G Block, Bandra-Kurla Complex, Mumbai - 400 051, INDIA. T +91 22 2653 3333 F +91 22 2652 3979 W www.ilindia.com CIN L45203MH2000PLC129790	
Work Order	
ITNL/PRJ/TEC/WOR-618/2903	
Date: 22.07.2017	
<p>To, M/s S. S. Enterprises Plot No C-100, STICE, Sinnar-422112 (Nashik)</p>	
Project	: Four Lanning of Khed-Sinnar Section of NH-50 from Km 42+000 to Km 177+000 (Design Length – 137.946 Km) under NHDP Phase IV in the state of Maharashtra on DBFOT Basis.
Subject	: Work Order for Avenue Plantation & Maintenance of Avenue Plantation of the Khed Sinnar road section of NH-50 from Km. 42+000 to Km 180+000 -Reg
Ref	: Discussion on dated 15th July 2017 at Nashik.
<p>Dear Sir, With reference to our discussions at Nashik and subsequent further negotiations, we are pleased to issue the Work Order to you for carrying out the Avenue Plantation & Maintenance of Avenue Plantation of the Khed Sinnar road section of NH-50 from Km. 42+000 to Km 180+000, in our project as per the enclosed scope of works and Terms and Conditions for a tentative amount of Rs. 1,27,46,000/- The work order is being issued in duplicate, one copy shall be returned duly signed by you as a token of your acceptance.</p> <p>Regards</p>  K. Sreelal Associate Vice President IL&FS Transportation Networks Limited Nashik	
Encl : Terms and Conditions	
 Page 1 of 4	
<small>Project Office : "White House", Plot No. 5, Near STICE Bank, 500 Feet Road, Behind AEM Union Bank of India, Indira Nagar, Nashik - 422 009 (Maharashtra)</small>	

4.3.10.5 Extract of the public domain search indicating the products and services, as provided by SS Enterprises

SS Enterprises
Nashik, Maharashtra

Home Products & Services About Us Contact Us

Site Map

- Home
- Products & Services
 - Cement Blocks
 - RCC Poles
 - Cement Door Frame
 - Cement Window
- Contact Us

4.3.11 Potential anomalies in bidding process for construction of check-post in MPBCDCL:

4.3.11.1 Extract MCAM dated 12 February 2011:

February 12, 2011

To : Mukund Sapre
From : Ravi Sreehari

Re: Approval for Award of Work for Development of 24 Border Check Posts in MP

Government of Madhya Pradesh is poised for rapid growth of infrastructure in the state. Transport department, Govt. of Madhya Pradesh through Madhya Pradesh Road Development Corporation (MPRDC) intends to construct, upgrade, maintain and operate "Border Check Posts at 24 locations and two Central Control Facilities equipped with modern computerized equipment and amenities. The Consortium of ITNL & SPANCO has been declared as preferred bidder and LOA is received on 4th October, 2010 and CA is signed on 10th November, 2010. There are total four types of check posts; and two central control facilities (CCF) as per following details in the project scope of works.

- Large Size Check post - 4 Nos. (2 Existing and 2 New of different layout)
- Medium Size Check post - 6 Nos. (1 Existing and 5 New Identical)
- Small Size Check post - 10 Nos. Identical and 1 Nos. at Jabalpur-Mandla
- Single Size Check post - 3 Nos. Identical
- Central Control Facilities (CCF) - 2 Nos. Identical (one at Indore and other at Gwalior)

In this regard, ITNL has invited quotes from various reputed Contractors having experience in similar works to award the civil work. Further negotiations were carried out with selected Contractors and based on the same following Contractors were finalized for the Check Posts as mentioned below:

LIST OF CHECKPOSTS AND AGENCIES FINALIZED:

Type of Check post	Check post No.	Road	Finalized Contractor	Finalized Amount (in Cr.)
Large	L - 1	Agra-Mumbai Road	GHV	Rs. 291.86
	L - 3	Mhow-Neemuch Road		
	L - 4	Indore-Jechpur Road		
Medium	M - 1	Indore-Ahmedabad Road	GHV	Rs. 291.86
	M - 2	Rewa-Mirzapur Road		
	M - 5	Betul-Nagpur Road		
Small	M - 6	Rewa-Mirzapur Road	Rithwik	Rs. 127.71
	S - 5	Chhindwara-Nagpur Road		
	S - 7	Sendhwa-Khetia Road		
Medium	S - 11	Ward-Mutui Road	Rithwik	Rs. 127.71
	M - 4	Seoni - Nagpur		

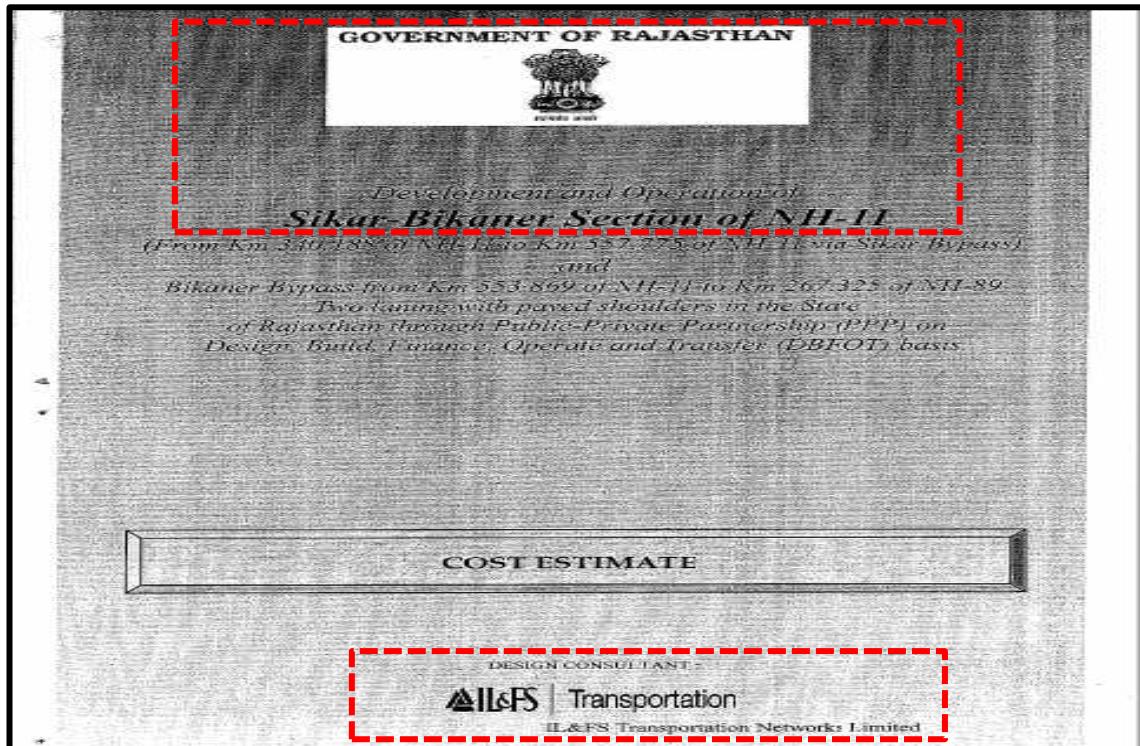
Type of Check post	Check post No.	Road	Finalized Contractor	Finalized Amount (in Cr.)
Small	S - 1	Jabalpur - Mandla	YFC	Rs. 131.57
	S - 4	Naugaon - Jhansi		
	S - 9	Sagar - Kanpur		
Single Side	SS - 1	Balaghat - Gondia	YFC	Rs. 131.57
	SS - 2	Venkatnagar Road		
	SS - 3	Kabir Chahutra Road		
Large	L - 2	Morena - Dholpur Road	SRKC	Rs. 42.41
Medium	M - 3	Ujjam-Jhalawad-Jaipur Road		
Small	S - 2	Shivpuri-Jhansi Road		
	S - 3	Bhind-Etawah Road		
	S - 8	Sagar-Lalitpur Road		
Small	S - 6	Jabalpur-Jaipur Road	SRKC	Rs. 42.41
	S - 10	Shivpuri - Kota Road		

On and above the Contractors scope ITNL has kept some scope of work (Furniture & Misc., Arboiculture, Bore Well & Rain Water Harvesting, Control Facility, Canopy, Boundary Wall and Fencing) costing Rs. 67.00 Cts.

Sr. No.	Contractors	No. of Check Posts	Amount in Crs.
1	GHV	10 Locations	291.86
2	Rithwik	7 Locations	127.71
3	YFC	5 Locations	131.57
4	SRKC	2 Locations	42.41
			593.55
5	ITNL Scope		67.00
		Total Civil Work =	660.55

4.3.12 Potential issues with regards to Margin earned ITNL on development cost in SBHL Project:

4.3.12.1 Extract of cost estimate submitted to Government of Rajasthan:



ABSTRACT OF COST ESTIMATE		
Sr. No.	Particulars	Cost Amount in Cr.
1)	Contractor's Scope of Work	
1	Site Clearance	7,30,96,970
2	Earthwork	21,16,18,525
2A	RE Wall Filling	6,13,07,400
	Granular Pavement Courses	98,70,41,680
4	Bituminous Courses	3,50,46,95,609
4A	Rigid Pavement	5,25,69,599
5	CD Works (Pipe, Slab, Box Culverts)	5,24,78,532
6a	Road Marking	4,38,51,500
7	Drainage and Protection works	
a)	Lined and Unlined Drains	15,77,47,303
b)	Retaining Wall/Toe Wall	1,82,04,893
c)	Pitching/Turfing	1,61,33,054
d)	Crash Barrier/Guard Stones	14,66,41,875
e)	Miscellaneous	3,93,44,350
f)	RE Wall	16,93,17,458
8	Minor/Major Bridges	27,63,15,637
9	Foot Over Bridges	
	Total (I)	5,81,03,64,365
6b	Traffic Signages	4,75,11,800
10)	Safety/ Maintenance	-
11	Miscellaneous	10,58,08,600
12	Toll Plaza	21,45,00,000
13	HTMS	-
14	Electrical Items	76,42,000
	Total (II)	37,54,62,400
	Total Cost (I)+(II)	61,35,26,765
	Discount @ 3%	6,00,02,51,982
		600

4.3.12.2 Extract of MCAM – SHBL Dated 29th October 2012

 IL&FS Transportation												
<u>Approval Memorandum</u>												
Management Committee												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Date:</td> <td style="width: 40%;">Oct 29, 2012</td> <td style="width: 30%;">Department:</td> <td>Bidding Department</td> </tr> <tr> <td>Control No:</td> <td colspan="3">MC /43/ 2012-13</td> </tr> <tr> <td>Approving Authority:</td> <td colspan="3">Management Committee</td> </tr> </table>	Date:	Oct 29, 2012	Department:	Bidding Department	Control No:	MC /43/ 2012-13			Approving Authority:	Management Committee		
Date:	Oct 29, 2012	Department:	Bidding Department									
Control No:	MC /43/ 2012-13											
Approving Authority:	Management Committee											
Proposal:												
<p>Background:</p> <p>1. Government of Rajasthan, Public Works Department "Authority" has awarded "Development of Sikar-Bikaner Section of NH-11 (from Km 340.188 of NH-11 to Km 357.775 of NH-11 via Sikar Bypass) and Bikaner Bypass from Km 553.869 of NH-11 to Km 267.325 of NH-89 Two Lining with Paved Shoulder in the State of Rajasthan"(hereinafter referred as "Project") to IL&FS Transportation Networks Limited (ITNL).</p> <p>2. Accordingly ITNL has been appointed as the Concessionaire to undertake the Project and its Operation and Maintenance to be executed as BOT (TOLL) on DBFOT Pattern. The Concession Agreement has been signed on 29th June, 2012 and scheduled Appointed Date shall be 26th December, 2012 or earlier.</p>												
<p>General Procedure:</p> <ol style="list-style-type: none"> 1. During Prebid stage, quotations are invited from various contractors. Revalidation of the project cost worked out by ITNL bidding team is done based on the quotes received at this stage. Possibility of tie ups with contractors is also evaluated at this stage. 2. On successful bidding of the project, the first step is verification of various contractors based on the Client's qualification criteria set forth in the RFP document. Prospective Contractors are hence shortlisted depending on the qualification criteria. 3. Depending on the size, complexity and construction period of the project, packaging of the project is done stretch wise or nature of work wise, if required. 4. Possibility of appointing single contractor versus multiple contractors is then evaluated. If the need is felt, additional contractors are approached and invited to submit their competitive rates. 5. In case, if any, tie ups with the contractors have been considered during the prebid stage, those contractors are approached and called for further rate negotiations. 6. Meetings are held with prospective contractors for discussion on quotes and rate negotiations. 7. The scope of work and terms of contract are clearly defined at this stage for effective contract management. 8. Finalisation of the contract agreement is done based on the agreed quotes & project cost of the prospective contractors. 												

6. The Financial closure of the Project is in progress through IFIN and the construction cost considered in the PIM against Expenditure is as mentioned below.

Name of Component	As per PIM	Expenditure	Remarks
Construction Contract 1 (GRIL)	-	437.56	10% Escalation permitted as per Term Sheet

Page 3 of 5



Construction Contract 2 (ABCI-Dremax JV)	-	151.01	10% Escalation permitted as per Term Sheet
ITNL Scope	-	16.92	As mentioned above
Escalation	-	45.85	8% Escalation considered
Probable Saving on BOQ	-	10.50	Optimization due to designs
EPC Cost	732.43	640.83	
Contingency on EPC	21.97	0	
Safety fund	1.01	1.01	
Supervision fees	9.6	0	
Insurance	2.56	2.6	
Establishment	5	5	
IE Fees	4.04	4.04	
Project Monitoring & allied services	72	0	
IDC	45.01	45.01	
Preliminary & Pre-operative	7.75	7.75	
Total (Rs. in Cr.)	901.37	706.24	

The Construction margin considered for the project is 13.85% and PDF is 8% of TPC.

4.3.12.3 Extract of Summary Sheet

Sikar-Bikaner (SBHL)		
Cost in Rs Cr	Bid	FC/PIM
Construction Related Cost	682.3	765.0
PDF	60.0	
O&M, Startup Costs	5.0	72.0
Sub Total	747.3	837.0
Preliminary and Preoperative Expenses	19.2	19.4
IDC	36.3	45.0
DSR		
Total	802.9	901.4

4.3.12.4 Extract of IFIN Mandate Dated 23rd July 2012

IL&FS | Financial Services

Ref: SBHL/2012-13/07/MS

July 23, 2012

Mr. Ajay Meenon
Director
Sikar Bikaner Highway Limited
The IL&FS Financial Center
Plot C-22, G Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400051

IL&FS Financial Services Limited
The IL&FS Financial Centre
2nd Floor, Plot C-22, G-Block
Bandra Kurla Complex
Bandra East
Mumbai 400051
INDIA
T +91 22 2065 0333
F +91 22 2065 0149
W www.ilfs.com

Dear Sir,

Re: Engagement of IL&FS Financial Services Ltd. as the 'Debt Arranger' for Sikar Bikaner Highway Ltd (SBHL)

We refer to the various discussions between IL&FS Financial Services Ltd. and Sikar Bikaner Highway Ltd (SBHL) for syndicating / arranging debt requirements for the 2/4 laying of Sikar to Bikaner stretch on NH-11 from Km 340.188 to Km 557.775 including Sikar Bypass and from Km 353.869 of NH-11 till Km 267.325 of NH-B9 for the Bikaner Bypass, a total of 237.578 Km, in the state of Rajasthan under DBPOT (Toll) pattern, under a mandate by NHAI to Govt. of Rajasthan, hereinafter referred to as "Project"

In this context, we would like to set out below, our understanding of the proposed transaction, our proposed scope of services and the terms of our engagement for the assignment.

I Background

(1) Sikar Bikaner Highway Ltd. (SBHL) is a Special Purpose Vehicle ("SPV") incorporated / promoted by IL&FS Transportation Networks Ltd. (TTNL) for implementing the Project.

(2) TTNL won the bid for the Project that was tendered by the Public Works Department (PWD) of Government of Rajasthan ("GoR" / "Authority") under mandate by the National Highways Authority of India (NHAI) for the 2 / 4 laying (with paved shoulder) of the Sikar – Bikaner section of NH-11 under a Design, Build, Finance, Operate and Transfer (DBPOT) (Toll) pattern ("The Project"). The Project is a part of NHDPL Phase IV

III Project Cost and Financing Structure**(1) Project Cost**

The approximate cost of the Project is estimated at Rs. 8,504.10 mn

Cost Component	Amount (Rs. mn)
EPC Cost	6841.60
Establishment & Independent Engineer Cost	139.30
Project Monitoring charges	890.00
Contingency	218.60
Preliminary & Pre-operative Expenses	56.80
Interest During Construction (IDC)	357.80
TOTAL	8504.10

4.3.12.5 Extract of PIM – SHBL Dated September 2012

CONFIDENTIAL

SIKAR BIKANER HIGHWAY LIMITED
(PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)

TWO LANING OF NH-11 FROM SIKAR TO BIKANER (including Sikar Bypass and Bikaner Bypass), RAJASTHAN

A 'DBFOT' Toll Road Project



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

IL&FS Financial Services
 IL&FS Financial Services Limited

SEPTEMBER 2012

(1) Project Cost

The project cost has been estimated at Rs 901.37 cr. The detailed break up of each of the cost elements is presented in the table below:

Table 32: Project Cost

Name of the Component	Amount (Rs. Cr.)
EPC cost	732.43
O&M Startup Costs	72.00
Establishment & IE expenses	9.04
Insurance	2.56
Preliminary and Pre operative	7.75
IDC	45.01
Safety Fund, Supervision Costs and Contingency	32.58
Total	901.37

The detailed breakup of the cost is as under:

Table 35: Means of Finance		
Particulars	Amount (Rs. Cr)	%
Equity / Equity like instruments	124.05	13.76%
Sub-Debt from Promoter	130.00	14.42%
Total Promoter Contribution	254.05	28.18%
Grant from PWD, GoR	247.32	27.44%
Total Contributed Equity	501.37	55.62%
Senior Term Loan	400.00	44.38%
Total Means of Finance	901.37	100.00%

4.3.12.6 Extract email dated 27 September 2012 sent by Ravi Sreehari to Kuljit Ahluwalia

From: Ravi Sreehari/ITNL
To: Kuljit Ahluwalia/ITNL@ILFS,
Cc: MB Bajulge/ITNL@ILFS, Parag Phanse/ITNL@ILFS, SC Mittal/ITNL@ILFS
Date: 27-09-2012 13:21
Subject: Re: Revised Q2

I have already reviewed. I don't know what activities have been taken. Think of some activity which can get us that difference 5% upfront.

— --Kuljit Ahluwalia/ITNL wrote: —
To: Ravi Sreehari/ITNL@ILFS
From: Kuljit Ahluwalia/ITNL
Date: 09/27/2012 01:16PM
Cc: MB Bajulge/ITNL@ILFS, Parag Phanse/ITNL@ILFS, SC Mittal/ITNL@ILFS
Subject: Re: Revised Q2

Point no. 1 - there is margin in the project, cannot increase the PDI beyond 8.5% and completion by 2% and the rest using as construction margin. In the EPC contract i need to build something which is not a service but actual work, so we cannot do anything actually before 30.09.2012 to claim it in Q2, for Q3 and Q4 we can think of an activity and can be put in the bog of the development agreement.

Point no. 2 - We are bailing out with 2 Crore in FII and that should be his share. Lets talk on this once you are hear or we shall have to reverse it, in that case bajulge there shall be a short of 2.9 gross.

Bajulge - please send the attachment to him i am sending the preamble to u and him and ravi for review in another half an hour

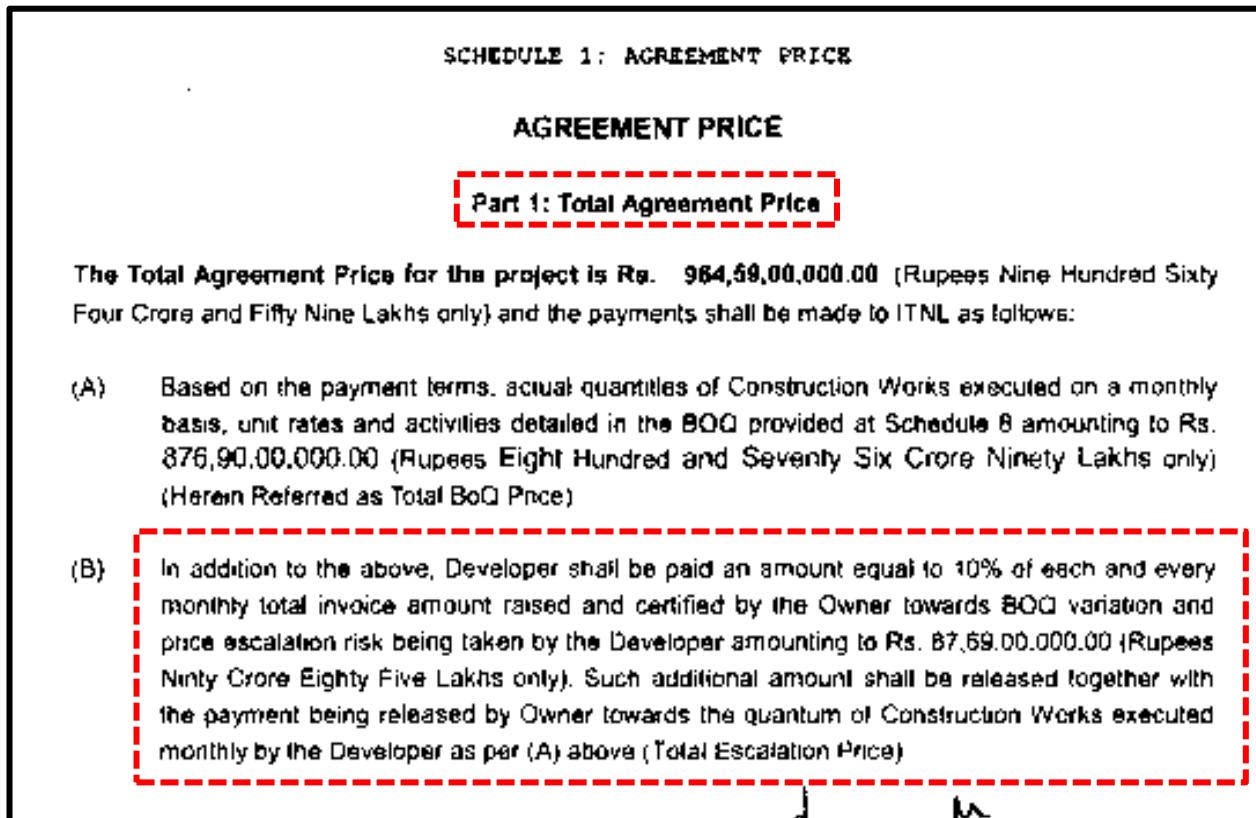
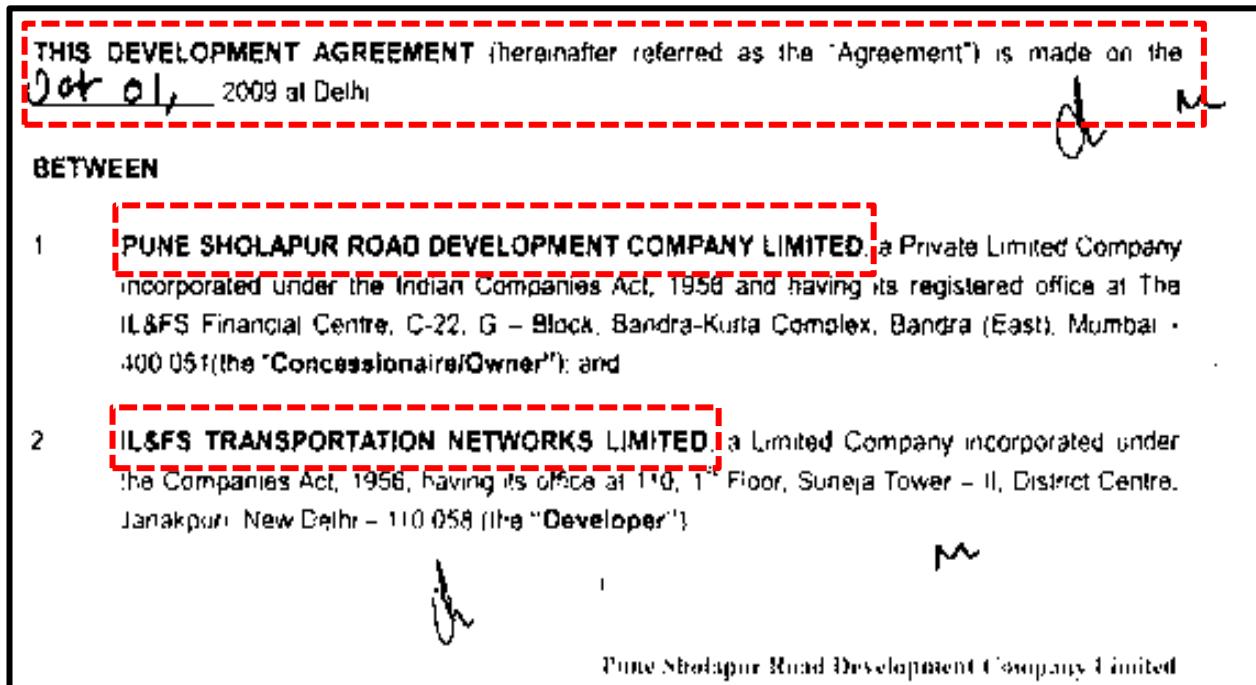
Regards

kuljit

Ravi Sreehari--27-09-2012 13:02:06--Two comments: {1} Why is the margin for SIEL so high? We could bring the margin down to 10% and take

4.3.13 Potential issues with regard to amendment in development agreement executed by PSRDCL with ITNL

4.3.13.1 Extract of Development Agreement entered between PSRDCL and ITNL dated 01 October 2009:



4.3.13.2 Extract of 1st Amendment to Development Agreement entered between PSRDCL and ITNL dated 10 May 2013:

**AMENDMENT TO DEVELOPMENT AGREEMENT
("Amendment")**

THIS AMENDMENT is made on 10th day of May 2013 at Gurgaon between (Addendum to Development Agreement dated 1st day of October 2009 ("Agreement Date"))

PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LIMITED, a Public Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G - Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 ("PSRDCL") (hereinafter referred to as the "Concessionaire/ Owner") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns of PSRDCL of the one part; and

IL&FS TRANSPORTATION NETWORKS LIMITED, a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai -- 400 051 and an office at 3rd Floor, Ambience Island, Near Toll Gate, NH-8, Gurgaon -122 002 ("ITNL") (hereinafter referred to as the "Developer/ Concessionaire's Representative") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns of the second part;

(Hereinafter collectively referred to as "Parties" and individually as "Party")

SCHEDULE 1: AGREEMENT PRICE

AGREEMENT PRICE

Part 1: Total Agreement Price

The Revised Total Agreement Price for the Project is Rs.1011,06,57000/- (Rupees One Thousand and Eleven Crores and Six Lakhs and Fifty Seven Thousand Only) and the payments shall be made to ITNL as follows:

- (A) Based on the payment terms, actual quantities of Construction Works executed on a monthly basis, unit rates and activities detailed in the BOQ provided at Schedule 8 of the original agreement amounting to Rs. 876,90,00,000.00 (Rupees Eight Hundred and Seventy Six Crore, Ninety Lakhs only)
- (B) In addition to the above, Developer shall be paid an amount equal to 15.3% of each and every monthly total invoice amount raised and certified by the Owner amounting to Rs. 134,16,57,000.00 (Rupees One Hundred and Thirty Four Crores, Sixteen Lakhs and Fifty Seven Thousand only). Such additional amount shall be released together with the payment being released by Owner towards the quantum of Construction Works required monthly by the Developer

4.3.13.3 Extract of 2nd Amendment to Development Agreement entered between PSRDCL and ITNL dated 11 September 2015:

**AMENDMENT TO DEVELOPMENT AGREEMENT
("Amendment")**

THIS AMENDMENT is made on 11 day of September 2015 at Mumbai (Addendum to Development Agreement dated 1st day of October 2009 and 10th May, 2013 ("Agreement Dates")) between:

PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LIMITED, a Public Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 ("PSRDCL") (hereinafter referred to as the "Concessionaire/ Owner") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns of PSRDCL of the one part; and

IL&FS TRANSPORTATION NETWORKS LIMITED, a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and an office at 3rd Floor, Ambience Island, Near Toll Gate, NHI-8, Gurgaon -122 002 ("ITNL") (hereinafter referred to as the "Developer/ Concessionaire's Representative") which expression shall, unless excluded by or

SCHEDULE 1: AGREEMENT PRICE

AGREEMENT PRICE

Part 1: Total Agreement Price

The Total Agreement Price for the Project stands revised to Rs. 1,422 Crs.

- In addition to the milestones payments as per the Development Agreement along with its amendments, the Developer shall charge an amount equal to Rs. 125 Crs (Rupees One Hundred Twenty Five Crores only) in the month of September, 2015 and a sum of Rs 25 Crs (Rupees Twenty Five Crores only) upon receiving Independent Engineer's confirmation of completion of the remaining stretch of the road. This amount is included in the revised agreement price above

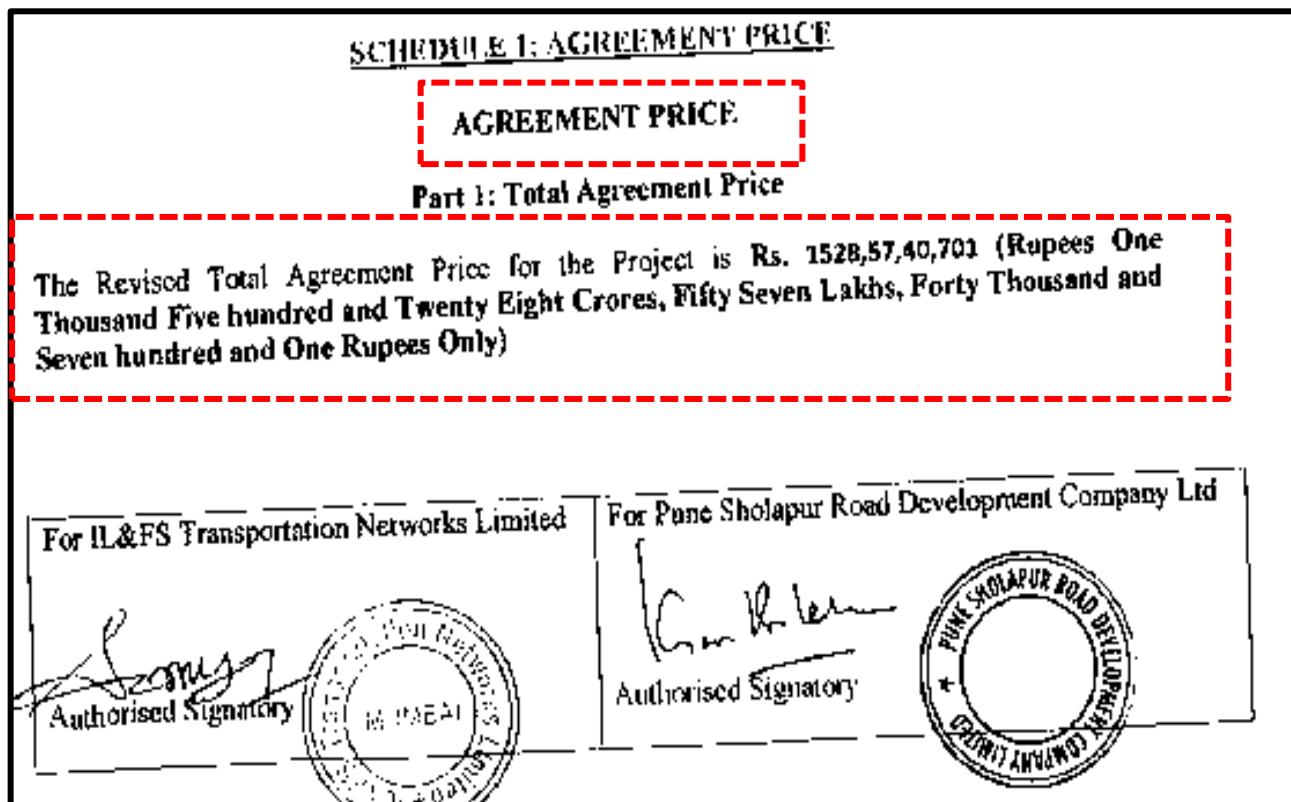
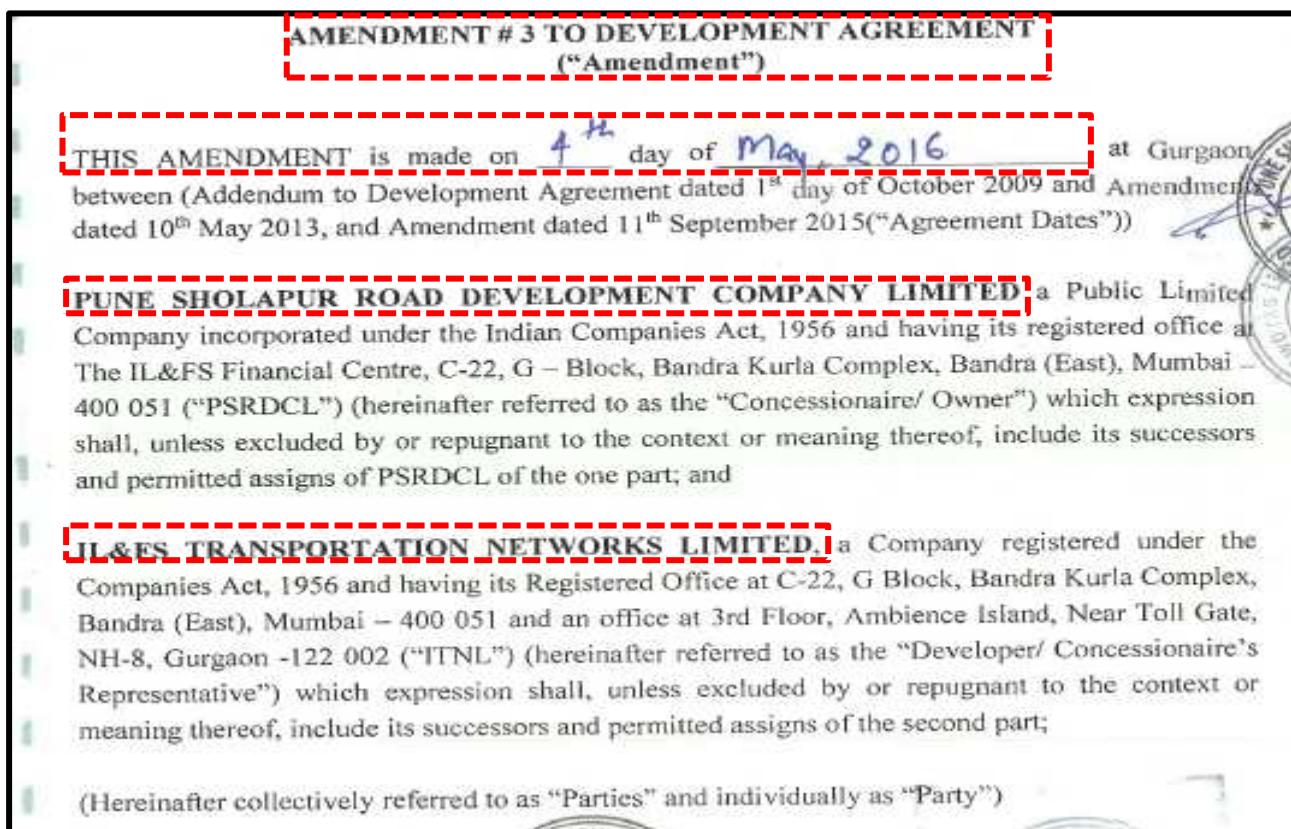
For IL&FS Transportation Networks Limited

Authorised Signatory

For Pune Sholapur Road Development Company Limited

Authorised Signatory

4.3.13.4 Extract of 3rd Amendment to Development Agreement entered between PSRDCL and ITNL dated 04 May 2016:



4.3.13.5 Extract of Lenders Independent Engineer Report for March 2013:

MONTHLY REPORT

Month: March 2013

DESIGN, ENGINEERING, CONSTRUCTION, DEVELOPMENT, FINANCE,
OPERATION AND MAINTENANCE OF 4 LANING OF PUNE-SOLAPUR

SECTION OF NH-9 FROM KM 144.400 TO KM 249.000 IN THE STATE OF
MAHARASHTRA UNDER NHDP PHASE III ON DESIGN, BUILD, FINANCE,
OPERATE AND TRANSFER (DBFOT) BASIS



K T Chaubal
Lender's Independent Engineer
For the account
Pune-Solapur Road Development Company Limited

2. Financial Progress	Cumulative Planned %	85.70
	Cumulative Achieved %	86.40
	Planned for the month %	6.4
	Achieved for the month %	4.4
3. Physical Progress	a. Planned % for the month :	5.2 %
	b. Achieved % for the month :	6.1 %
	c. Cumulative % Planned :	79.2 %
	d. Cumulative % Achieved :	83.9 %

4.3.13.6 Extract of Lenders Independent Engineer Report for March 2015:

MONTHLY REPORT

Month: March 2015

DESIGN, ENGINEERING, CONSTRUCTION, DEVELOPMENT, FINANCE,
OPERATION AND MAINTENANCE OF 4 LANING OF PUNE-SOLAPUR

SECTION OF NH-9 FROM KM 144.400 TO KM 249.000 IN THE STATE OF
MAHARASHTRA UNDER NHDP PHASE III ON DESIGN, BUILD, FINANCE,
OPERATE AND TRANSFER (DBFOT) BASIS



K T Chauhan
Lender's Independent Engineer
For the account
Pune-Sholapur Road Development Company Limited

2. Financial Progress	Cumulative Planned % : 100.0 Cumulative Achieved % : 100.0
3. Physical Progress	a. Planned % for the month : - b. Achieved % for the month : - c. Cumulative % Planned : 100.00 % d. Cumulative % Achieved : 99.1 %

4.3.13.7 Extract of Completion Certificate issued by Independent Engineer ('IE') as on 03 February 2016.



Intercontinental Consultants
and Technocrats Pvt. Ltd.

ICT: 620:RS: 1105

Date: 03 Feb. 2016

Shri Rajeev Singh,
Chief General Manager & Regional Officer-Maharashtra,
National Highways Authority of India,
4th Floor, MTNL Telephone Exchange
Building opp. CBD Belapur,
Railway Station CBD Belapur,
Navi Mumbai-400614
Tel: 022-27564100, 27564200 & 27564300
Email: nhairomaharashtra@gmail.com; romumbai@nhai.org

Sub: 4 laning of Pune-Sholapur section of NH-9 from Km.144.400 to Km.249.000 in the state of Maharashtra under NHDP Phase III on DBFOT basis- Issuance of Completion Certificate to the Concessionaire - Reg.

Annexure-I

COMPLETION CERTIFICATE

I, Lt. Gen. (Retd.) S. Ravi Shankar, acting as the Independent Engineer, under and in accordance with the Concession Agreement dated 30th September 2009 (the Agreement), for Four Laning of Pune – Solapur section (Km 144.400 to Km 249.000) of NH-9 (the "Project Highway") on Design, Build, Finance, Operate and Transfer(DBFOT) basis, through PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LIMITED in the state of Maharashtra under NHDP Phase III, hereby certify that the tests specified in Article 14 and Schedule I of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of Four-Laning have been completed, and the Project Highway is hereby declared fit for entry into commercial operation on this the day of 03rd Feb. 2016 with the exclusion of following works which could not be completed due to reasons not attributable to the Concessionaire :

4.3.13.8 Extract of Arbitral Tribunal order dated 30 November 2017

<p style="text-align: center;">Before The Arbitral Tribunal Comprising Mr. Justice Devinder Gupta (Retd.), Presiding Arbitrator Mr. Justice R. C. Chopra (Retd.), Arbitrator Mr. Raj Kumar Sharma, Arbitrator</p>	
Pune-Sholapur Road Development Company Limited	Claimant
And	
<p>National Highways Authority of India</p>	
	Respondent
<p>For the Claimant:</p> <ol style="list-style-type: none"> 1. Mr. Arun Kathpalia, Senior Advocate 2. Mr. Kaushik Laik, Advocate 3. Mr. K.R. Khan, Authorized representative of the Claimant 4. Mr. K. Sreelal, Authorized Representative of the Claimant 	
<p>For the Respondent:</p> <ol style="list-style-type: none"> 1. Mr. Keshav Mohan, Advocate 2. Mr. Rishi Awasthi, Advocate 3. Ms. Ritu Arora, Advocate 4. Mr. S.S. Kadam, Manager (Tech), NHAI 5. Mr. Surendra Kumar Project Director NHAI 	

<i>(Amount, in Rs. Crore)</i>			
S. No.	Description	As claimed	As awarded
I.	<i>Damages under Clause 4.2 of the Concession Agreement</i>	8.35	Nil
II.	<i>Damages under Clause 10.3.4 of the Concession Agreement</i>	3.18	Nil
III.	<i>Compensation under Clause 35.2 of the Concession Agreement, or otherwise under law</i>		
A.	Loss on account of Escalation	97.12	88.38
B.	Loss of Interest during Construction	141.88	140.12
C.	Costs of underutilized and idle resources		
i.	Costs of underutilized and idle resources prior to declaration of the Appointed Date	96.73	46.98
ii.	Costs of underutilized and idle resources after declaration of the Appointed Date	115.12	70.85
D.	Costs of construction of additional diversions	1.31	Nil
E.	Loss of Toll Revenue		
i.	Loss of Toll Revenue on account of partial commercial operations of the Project Highway for reasons attributable to the Respondent	232.10	66.30
ii.	Loss of Toll Revenue on account of the delayed issuance of Provisional Certificate for reasons attributable to the Respondent	19.65	7.42
F.	Cost of maintenance of the 'Existing Lanes' for an extended period	1.67	Nil
G.	Cost of additional "Programme Management Fee" incurred or liable to be incurred by the Claimant	40.10	12.00
H.	Cost of additional premium amounts paid by the Claimant towards renewal of its insurance policies during the Construction	2.31	1.44

Period		
Total Amount	759.52	433.49
IV. <i>Claim under Clause 35.3 for extension of the Concession Period</i>	1198 days	Nil

4.3.14 Construction expense invoice raised by ITNL on IRIDCL potentially before commencement of project construction

4.3.14.1 Extract of Development Agreement

AMENDMENT TO EPC CONTRACT ("Amendment")	
THIS AMENDMENT is made on <u>19th</u> day of <u>DECEMBER</u> 2013 at <u>Gurgaon</u> between (Addendum to Development Agreement dated 21 st day of February 2013 ("Agreement Date"))	
ITNL ROAD INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (IRIDCL) , a Public Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 ("IRIDCL") (hereinafter referred to as the "Concessionaire/Owner") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns of IRIDCL of the one part; and	
IL&FS TRANSPORTATION NETWORKS LIMITED , a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and an office at 3rd Floor, Ambience Island, Near Toll Gate, NH-8, Gurgaon -122 002 ("ITNL") (hereinafter referred to as the	

SCHEDULE 1: AGREEMENT PRICE	
AGREEMENT PRICE	
Part 1: Total Agreement Price	
The Total Agreement Price for the Project is Rs.1000,33,92,011/- (Rupees One Thousand Crores, Thirty Three Lakhs and Ninety Two Thousand and Eleven Only) and the payments shall be made to ITNL as follows	
(A)	The Total Contract Price for the Project is Rs.926,24,00,014 (Rupees Nine Hundred and Twenty Six Crores and Twenty Four Lakhs and Fourteen only)
(B)	In addition to the above, Developer shall be paid an amount equal to 8% of each and every monthly total invoice amount raised and certified by the Owner towards BOQ variation and price escalation risk being taken by the Developer amounting to Rs.74,09,92,001(Rupees Seventy Four Crores, Nine Lakhs, Ninety Two Thousand and One only) . Such additional amount shall be released together with the payment being released by Owner towards the quantum of Construction Works executed monthly by the Developer (Total Escalation Price)

4.3.14.2 Extract of PIM of IRIDCL dated May 2013

(9) Project Cost and Means of Financing

(a) Project Cost

The cost of the Project has been estimated at Rs 1387.09 cr

Table 2: Project Cost

Cost Head	Amount (Rs in Cr.)
Development Cost	1074.94
Project Implementation Expenses	39.81
Project Management Expenses	93.00
Preliminary & Preoperative Expenses	20.79
Interest During Construction	129.30
Contingency	29.25
Total Project Cost	1387.09

4.3.14.3 Extract of MPRs showing physical progress

Project	Till March'14		Total for FY 14-15 till Mar '15		Cumm Till Mar '15	
			Plan	Achieved	Plan	Achieved
IRIDCL-II						
EPC	255.00	184.32	259.81	21.26	514.81	205.58
775.53	32.9%	23.8%	33.5%	2.7%	66.4%	26.5%
COS	0	0.00	0.00	0.00	0.00	0.00
0	-	-	-	-	-	-
ITNL	0	0.00	0.00	0.00	0.00	0.00
52.2	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ESC	0	0.00	35.56	0.17	35.56	0.17
77.5	0.0%	0.0%	45.9%	0.2%	45.9%	0.2%
Total	255.00	184.32	295.37	21.43	550.37	205.75
905.23	28.2%	20.4%	32.6%	2.4%	60.8%	22.7%

Project	Till March'15		Total FY 15-16 till		Cumm Till Mar '16	
			Plan	Achieved	Plan	Achieved
Cost						
IRIDCL-II						
EPC	126.38	205.58	16.00	12.10	221.58	217.68
775.53	16.30%	26.51%	2.06%	1.56%	28.57%	28.07%
COS	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
ITNL	0.00	0.00	0.00	0.00	0.00	0.00
52.20	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
ESC	0.12	0.17	0.00	0.04	0.17	0.21
77.50	0.16%	0.21%	0.00%	0.05%	0.21%	0.26%
Total	126.50	205.75	16.00	12.14	221.75	217.89
905.23	13.97%	22.73%	1.77%	1.34%	24.50%	24.07%

IRIDCL : ITNL Road Infrastructure Development Company Limited					
Four Laning of Beawar – Gomti Section of NH 8 in Rajasthan on Design, Build, Finance, Operate & Transfer (Toll) awarded by MoRTH for 30 years					
CA Execution Date	April 01, 2009			Reporting Month	Upto Mar 31, 2017
Commencement Date	Yet to be established			Project Length	116.3 km (247.80 lane-km)
Construction Period	24 Months from commencement Date			Total Grant	NA
Project Timeline	SPCD	Yet to be established		Provisional COD	24 months from commencement date
Project Progress	Time Elapsed (%)	Physical Progress till 31 Mar 17 (%)	Total Land Required (Km)	Hindrance Free Land Available (Km)	Total four Laning Completed (Km)
	-	27.17%	116.3	-	-
	Progress for Mar 17 (in Crs)		As on Appointed Date +90	As on 31 Mar 17	Continuous four Laning Completed (Km)
	Planned	Achieved	Key Issues during Month		
Delay in achievement of Financial closure					

4.3.14.4 Extract of board minutes showing physical progress

Minutes of the Meeting of the Board of Directors of ITNL Road Infrastructure Development Company Limited held on Monday, July 21, 2014 at 3.40 p.m. at the ITNL Conference Room No. 2, The IL&FS Financial Center, 8 th Floor, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051
The Board noted that the Cumulative physical progress achieved till June 2014 was 21.51% (₹ 194.73 Crores) against overall scheduled progress of 24.88% (₹ 225.25 Crores) and cumulative financial progress achieved till June 2014 was ₹ 400.16 Crores (28.85%)

Minutes of the Meeting of the Board of Directors of ITNL Road Infrastructure Development Company Limited held on Monday, April 27, 2015 at 10.30 a.m. at the ITNL Conference Room No. 2, The IL&FS Financial Center, 8 th Floor, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051
The Board noted that the physical progress achieved till March 31, 2015 was ₹ 251.80 Crores (25.17%) against planned progress of ₹ 530.07 Crores (52.99%) and Cumulative financial progress achieved till March 31, 2015 was 29.33% (₹ 406.84 Crores)

Minutes of the Meeting No. 1/2016-17 of the Board of Directors of ITNL Road Infrastructure Development Company Limited held on Tuesday, April 26, 2016 at 3.45 p.m. concluded at 4.15 p.m. in the ITNL Conference Room No. 2, 8 th Floor, The IL&FS Financial Center, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051
The Board noted that the physical progress achieved till March 31, 2016 was ₹ 271.17 Crores (27.1 %) against planned progress of ₹ 275.82 Crores (27.57%) and financial progress achieved till March 31, 2016 was 34.36% (₹ 432.2 Crores)

Minutes of the Meeting No. 4/2016-17 of the Board of Directors of ITNL Road Infrastructure Development Company Limited held on Thursday, February 2, 2017 at 10.00 a.m. and concluded at 10.20 a.m. in the Board Room No. 5, Hotel Trident, 2nd Floor, C-56, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051

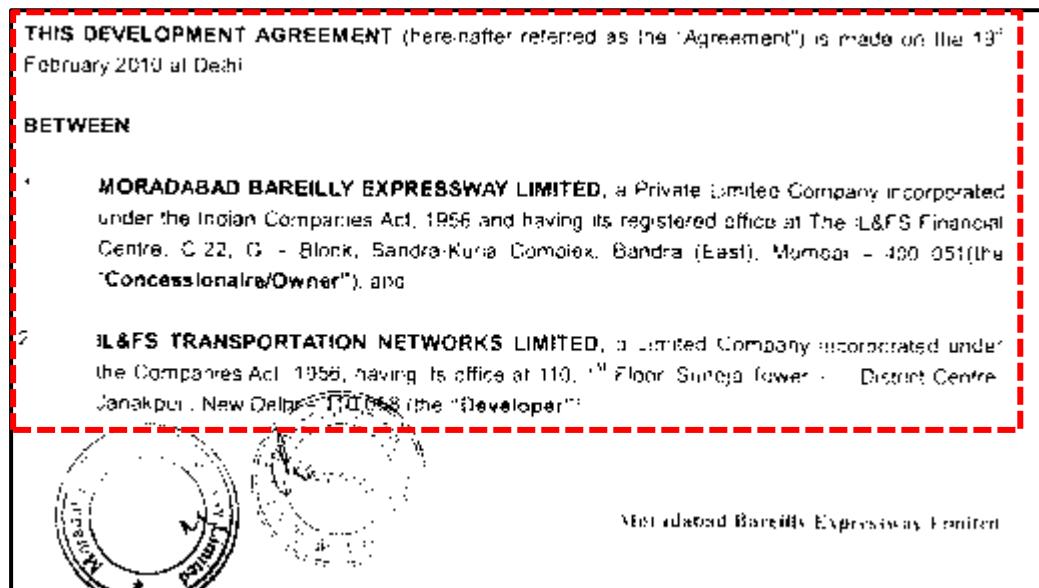
The Board noted that the physical progress achieved till December 31, 2016 was ₹271.83 Crores (27.17 %) against planned progress of ₹276.09 Crores (27.78%) and financial progress achieved till December 31, 2016 was ₹ 432.41 Crores (34.40%)

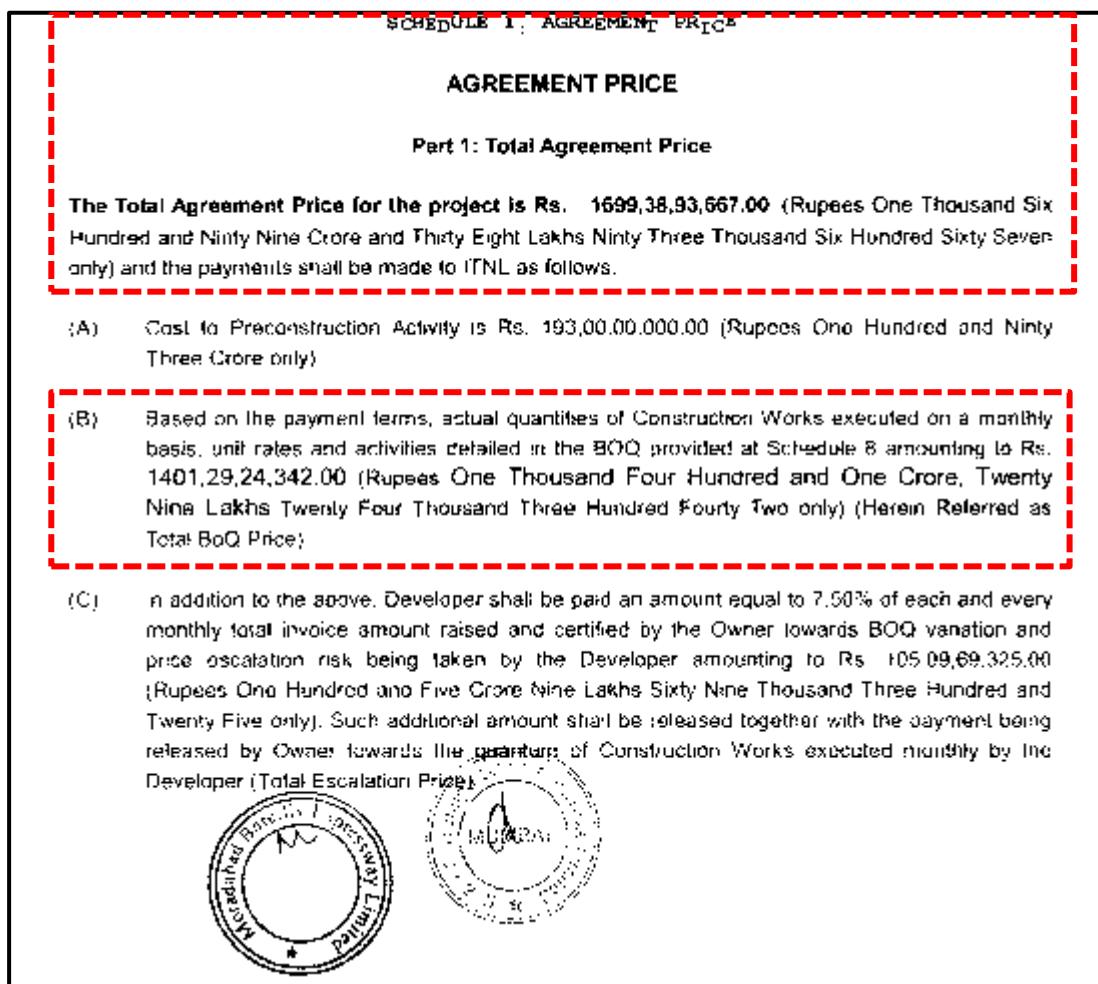
4.3.14.5 Extract of spreadsheet providing details of RA Bill 1 dated 30 March 2013

ITNL Road Infrastructure Development Company Limited			
EPC Cost Phase II			
Name of Vendor	Invoice Date	Invoice No.	Amount
IL&FS Transporation Network Ltd	30-03-2013	RA Bill 1	19,03,47,261
IL&FS Transporation Network Ltd	30-04-2013	RA Bill 2	4,46,49,426
IL&FS Transporation Network Ltd	30-08-2013	RA Bill 3	4,05,20,355
IL&FS Transporation Network Ltd	30-08-2013	RA Bill 3A	1,79,75,985

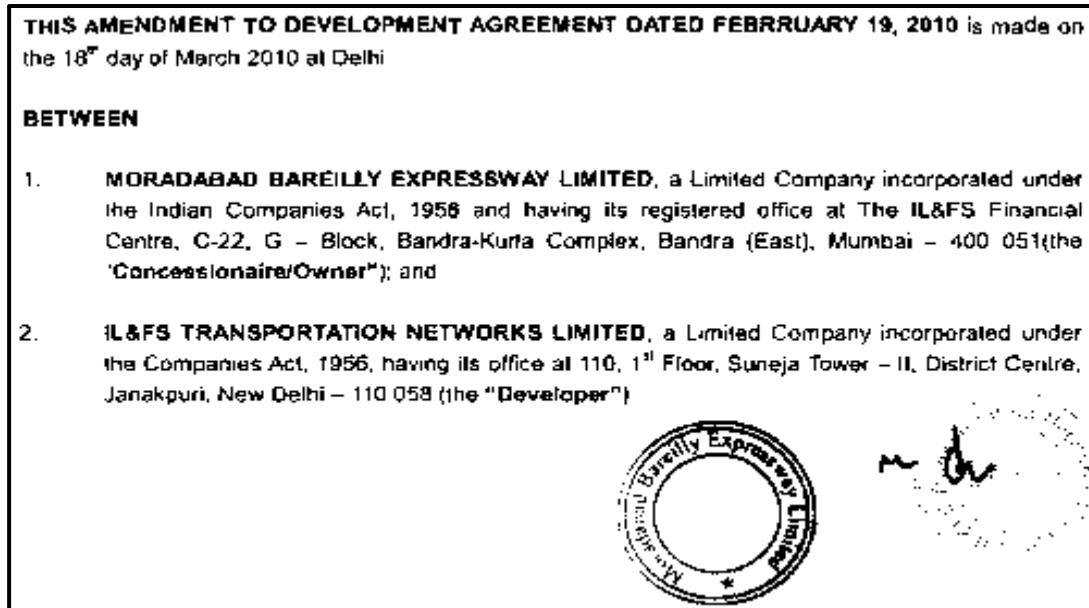
4.3.15 Payment with respect to pre-construction activities potentially without adequate supporting documentation

4.3.15.1 Extract of Development Agreement dated 19 February 2010





4.3.15.2 Extract of Amendment Agreement dated 18 March 2010



SCHEDULE 1: AGREEMENT PRICE**Part 1: Total Agreement Price**

The Total Agreement Price for the project is Rs. 1699,38,93,667.00 (Rupees One Thousand Six Hundred Ninety Nine Crore Thirty Eight Lakhs Ninety Three Thousand Six Hundred and Sixty Seven only) and the payments shall be made to ITNL as follows:

- (A) Cost to Preconstruction Activity is Rs. 198,00,00,000.00 (Rupees One Hundred and Ninety Eight Crore only)
- (B) Based on the payment terms, actual quantities of Construction Works executed on a monthly basis, unit rates and activities detailed in the BOQ provided at Schedule 8 amounting to Rs. 1401,29,24,342.00 (Rupees One Thousand Four Hundred One Crore Twenty Nine Lakhs Twenty Four Thousand Three Hundred and Forty Two only) (Herein Referred as Total BoQ Price)
- (C) In addition to the above, Developer shall be paid an amount equal to 7.14% of each and every monthly total invoice amount raised and certified by the Owner towards BOQ variation and price escalation risk being taken by the Developer amounting to Rs. 100,09,69,325.00 (Rupees One Hundred Crore Nine Lakhs Sixty Nine Thousand Three Hundred and Twenty Five only). Such additional amount shall be released together with the payment being released by Owner towards the quantum of Construction Works executed monthly by the Developer (Total Escalation Price)

4.3.16 Potential excess payment made to ITNL and its sub-contractors in KSEL Project

4.3.16.1 Extract of Development Agreement dated 08 February 2014 and Amendment Agreements dated 28 March 2017 and 26 March 2018

THIS EPC CONTRACT (hereinafter referred as the "Contract") is made on this ~~08~~ day
of February, 2014, at Gurgaon

BETWEEN

1. KHED SINNAR EXPRESSWAY LIMITED (KSEL), a Private Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 (the "Concessionaire"); and
2. IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL), a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience Island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (the "EPC Contractor")

SCHEDULE 1: CONTRACT PRICE**CONTRACT PRICE****Part 1: Total Contract Price**

The Total Contract Price for the project is Rupees 1605,00,00,000 (Rupees One Thousand Six Hundred and Five Crores only) and the payments shall be made to ITNL as follows:

Based on the payment terms, actual quantities of Construction Works executed on a monthly basis, unit rates and activities detailed in the BOQ provided at Schedule 8 amounting to Rupees 1605,00,00,000 (Rupees One Thousand Six Hundred and Five Crores only) (Herein Referred as Total BoQ Price)

AMENDMENT No.1 TO EPC CONTRACT
"Amendment"

THIS AMENDMENT is made on 28th day of March'17 at Gurgaon (Addendum to
EPC Contract dated 8th day of February 2014 executed at Gurgaon)

BETWEEN

1. **KHED SINNAR EXPRESSWAY LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051(the "Concessionaire/Owner/KSEL") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns; and
2. **IL&FS TRANSPORTATION NETWORKS LIMITED**, a Public Listed Company incorporated under the Companies Act, 1956, having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 and an office at 3rd Floor, Ambience Corporate Office Tower, Ambience Mall Complex, Ambience Island, Near Toll Gate, NH-8, Gurgaon - 122 002 (hereinafter referred to as the "EPC Contractor" / "ITNL"), which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns;

(Hereinafter collectively referred to as "Parties" and individually as "Party")

SCHEDULE 1: CONTRACT PRICE**CONTRACT PRICE****Part 1- Total Contract Price**

The Total Contract Price for the Project is revised to Rs. 19,55,41,46,876 (Rupees One thousand Nine Hundred Fifty Five Crores Forty one Lakhs Forty Six Thousand Eight Hundred and Seventy Six only)



AMENDMENT No.2 TO EPC CONTRACT
"Amendment"

THIS AMENDMENT is made on 26th day of March 2018 at Gurgaon (Addendum to
EPC Contract dated 8th day of February 2014 executed at Gurgaon)

BETWEEN

1. **KHED SINNAR EXPRESSWAY LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051(the "Concessionaire/Owner/KSEL") which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns; and
2. **IL&FS TRANSPORTATION NETWORKS LIMITED**, a Public Listed Company incorporated under the Companies Act, 1956, having its registered office at The IL&FS Financial Centre, C-22, G – Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051 and an office at 3rd Floor, Ambience Corporate Office Tower, Ambience Mall Complex, Ambience Island, Near Toll Gate, NH-8, Gurgaon - 122 002 (hereinafter referred to as the "EPC Contractor" / "ITNL"), which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns;

SCHEDULE 1: CONTRACT PRICE

CONTRACT PRICE
Part 1- Total Contract Price

In addition to the last amendment price of Rs. 19,55,41,46,876 (Rupees One thousand Nine Hundred Fifty Five Crores Forty one Lakhs Forty Six Thousand Eight Hundred and Seventy Six only) additional cost to be included as mentioned below:

Rs. 75,00,00,000 (Rupees Seventy Five Crores only) towards the claims raised by EPC contractor due to reasons mentioned herein above

Hence, the Total Contract Price for the Project is revised to Rs. 20,30,41,46,876 (Rupees Two Thousand Thirty Crores Forty one Lakhs Forty Six Thousand Eight Hundred and Seventy Six only).

4.3.16.2 Extract of sub-contact agreement

Four Laning of Khed Sinnar Section of NH-50
from km 72.396 to km 139.075 (Package II) in the State of Maharashtra
under NHDP Phase IV B on DBFOT basis For, MONTECARLO LTD
[Signature] Jitendra Patel

THIS CONTRACT is made at Gurgaon on 12th day of February 2014

BETWEEN

1. IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL), a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (herein after referred to as the "EPC Contractor") of one part; and
2. M/s MONTECARLO LTD, a Company incorporated under the Companies Act, 1956 and having its registered office at, 706, Shilp Building, Near Municipal Market, C.G. Road, Navrangpura, Ahmedabad – 380009, Gujarat, India (herein after referred to as the "Contractor") of the second part.

APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is **Rs. 646.20 Crs. (Rupees Six Hundred Forty Six Crores and Twenty lakhs Only)** as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to **Rs. 646.20 Crs. (Rupees Six Hundred Forty Six crores and Twenty lakhs Only)** for Km 72.396 to km 139.075 (Package II) in the State of Maharashtra of the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by EPC Contractor

Four Laning of Khed Sinnar Section of NH-50
from km 42.00 to km 72.396 (Package I) in the State of Maharashtra
under NHDP Phase IV B on DBFOT basis

THIS CONTRACT is made at Gurgaon on 12th day of February 2014

BETWEEN

1. IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL), a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (herein after referred to as the "EPC Contractor") of one part; and
2. M/s ROADWAY SOLUTION INDIA PVT. LTD, a Company incorporated under the Companies Act, 1956 and having its registered office at, Plot No. 20, Dhanjibuoy Society, Behind Bizzbay Off NIBM Road, Pune - 411048 (herein after referred to as the "Contractor") of the second part.

APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is Rs. 350.79 Crs. (Rupees three hundred fifty Crores and seventy nine lakhs Only) as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to Rs. 350.79 Crs. (Rupees three hundred fifty crores and Seventy nine lakhs Only) for km 42.00 to km 72.396 (Package I) in the State of Maharashtra of the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by EPC Contractor.

Four Laning of Khed Sinnar Section of NH-50 from km 139.075 to Km 179.946 including Sangamner Bypass (Package III) in the State of Maharashtra under NHDP Phase IV B on DBFOT basis

THIS CONTRACT is made at GURGAON on 12th day of FEBRUARY 2014



- 1. **IL&FS TRANSPORTATION NETWORKS LIMITED (ITNL)**, a Company registered under the Companies Act, 1956 and having its Registered Office at C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 and Corporate office at 3rd Floor, Ambience Corporate Towers, Ambience Mall Complex, Ambience island, near Toll gate, NH-8, Gurgaon-122002, Haryana, India (herein after referred to as the "EPC Contractor") of one part; and
- 2. **M/s GHV (INDIA) PVT. LTD**, a Company incorporated under the Companies Act, 1956 and having its registered office at, 1st Floor, AML Centre, Mahakali Caves Road, Andheri (East), Mumbai – 400093, Maharashtra, India (herein after referred to as the "Contractor") of the second part.

APPENDIX 3

CONTRACT PRICE

Part 1: Total Contract Price

The Total Estimated Contract Price for the project is Rs. 333.38 Crs. (Rupees three hundred thirty three Crores and thirty eight lakhs Only) as mentioned below:

Contract Price:

The Estimated Contract Price as per the Bill of Quantity and Item Rates proposed by the Contractor in their proposal amounts to Rs. 333.38 Crs. (Rupees three hundred thirty three crores and thirty eight lakhs Only) for Km 139.075 to Km 179.946 including Sangamner Bypass(Package III) in the State of Maharashtra of the Project. However the actual payable amount to Contractor may defer from the Contract Price based on the quantities executed and certified by EPC Contractor.

4.3.16.3 Extract of Monthly Progress Report for September 2018

9. PROJECT WORKS PROGRESS

The execution of project works commenced during 12th February 2014. The EPC Contractor has been carrying out the execution of various works for road and structure works in all 3 Sections of the project road.

THE PHYSICAL PROGRESS ACHIEVED TILL SEPTEMBER'2018 IS 83.86%.
(The work sheet for Physical Progress has been enclosed for reference).

THE FINANCIAL PROGRESS ACHIEVED IS ABOUT 91.43%.

4.3.17 Potential excess claim of 'Change of Scope' cost from NHAI

4.3.17.1 Extract of Claim related workings provided by representatives by ITNL

MP Border Claim Working			Rs Cr				
		Description	Amount	Prob	BS	PL	Total
I. Damages on account of Authority's default							
a. BS	Damages on account of the Authority's default/ delay in fulfilling the Conditions Precedent under Article 4.2 of the Concession	11.00	10%	1.10	-	1.10	
b. BS	Damages on account of the Authority's default/ delay in handing over ROW under Article 10.3.4 of the Concession Agreement	12.47	10%	1.25	-	1.25	
II. Compensation for direct costs (other than loss in toll revenue)					-	-	-
a. BS	Increase in interest payment on debt	33.61	50%	16.81	-	16.81	
b. BS	Inflation	64.29	70%	45.00	-	45.00	
c. BS	Idling of manpower and machinery	63.93	60%	38.36	-	38.36	
	BS Additional IE fees payment (IE fees paid for 24 checkposts, 19 completed)	4.50	70%	3.15	-	3.15	
d. BS	Compensation for Additional Premium paid During extended period for Insurance (CAR/ AloP) along with Rate of Interest at	6.72	60%	4.03	-	4.03	

III. Compensation in User Fee				-	-	-	-
a. PL	Loss due to delay in COD	461.16	75%	345.87	-	345.87	345.87
b. BS	Loss due to ambiguity in Gazette notification w.r.t provisions of Concession Agreement	10.01	80%	8.01	8.01	-	8.01
c. BS	Loss in Parking Charges for Vehicles not being sent to Godown	5.77	20%	1.15	1.15	-	1.15
d. BS	Loss due to Commercial Vehicles Bypassing from Alternate Routes near Check Posts	22.19	20%	4.44	4.44	-	4.44
e. PL	Loss in loading / unloading fee due to escaping of commercial vehicles from alternate routes near check posts	163.79	10%	16.38	-	16.38	16.38
IV.	Loss of time value of revenue due to delay in COD	480.81	0%	-	-	-	-
	Subtotal (A)	1,340.25		485.54	123.30	362.25	485.54
V.	Additional revenue due to extension of concession period	323.88	0%	-	-	-	-
VI.	Claim due to non diversion of overloaded vehicles for unloading	156.00	70%	109.20	-	109.20	109.20
	Subtotal (B)	479.88		109.20	-	109.20	109.20
	Grand Total	1,820.13		594.74	123.30	471.45	594.74

4.3.18 Potential excess construction cost incurred by CNTL

4.3.18.1 Extract of claim letter dated 19 April 2018 sent by CNTL to NHAI

CHENANI NASHRI TUNNELWAY LIMITED

Without Prejudice

Ref No: CNTL/PRI/TEC/CLO-579/15980 Date: April 19th, 2018

To
The Chairman
National Highways Authority of India,
G 5&6, Sector-10, Dwarka,
New Delhi - 110 075

Subject: Four Lanning of Chenani to Nashri section of NH-1A from Km 89+00 to Km 130+00 (New Alignment) of NH-1A including 9 Km long tunnel (2 Lane) with parallel escape tunnel on BOT (Annuity) basis, in DBFOT pattern in the state of Jammu and Kashmir. Package No-NHDP/Phase-II/BOT/V/J&K-
Conciliation of dispute under Clause 44.2 of Concession Agreement

Reference: Various Letter of the Concessionaire, Independent Engineer and NHAI as per Annexure-I

Dear Sir,

The Project was awarded to M/s: IL&FS Transportation Networks Ltd. for a Concession Period of 20 years on Annuity basis. The Project got Provisional Completion / COD on 8th March 2017 and is in operational phase since then.

Salient Features & Key Dates of the Project

S. No.	Concession Covenant	Details
1	Letter of Award	3 rd March 2010
2	Concession Agreement (CA) Signing	28 th June 2010
3	Concession Period	20 years
4	Appointed Date	23 rd May 2011
5	Construction Period	5 years
6	Scheduled Commercial Operations Date (SCOD)	20 th May 2016
7	Extension of Time (EOT) already recommended by IE. (PD & RO NHAI have also recommended 231 days to NHAI, New Delhi)	261 days
8	Revised SCOD	5 th February 2017
9	Actual COD	8 th March 2017 (Addl. delay of 31 days)
10	Total Project Cost as per Concession Agreement	Rs. 2519 Crores
11	Total Project Cost as per Financial Documents	Rs. 2710 Crores
12	Total Project Cost - Actual Completion Cost	Rs. 3123.84 Crores (Cost Overrun of Rs. 413.84 Crores)

Site office: Lower Mada, Village Gifford, Tehsil Chenani, Distr. Udhampur Jammu & Kashmir – 182142

Registered office: The IL&FS financial centre, plot C-22, Banerla Kuria Complex Banerla East, Mumbai-400051 Phone: 022-26533333 fax: 022-26523979

CIN NO : U45400MH2010PLC203614

4.3.18.2 Extract of claim opinion for CNTL project by Advocate Krishnan Venkatraman

The Project got delayed due to various reasons mainly, Force Majeure events, additional time required for execution of additional works (Change of Scope) resulting into cost overrun on the Project. The Project was dedicated to Nation by Hon'ble Prime Minister in March 2017.

The Concessionaire has executed certain additional works not included in the Scope of Works / executed higher specification works on the directions / recommendation of the Independent Engineer / PD, NHAI in good faith with approval / in anticipation of the approval. We have submitted various Change of Scope (COS) admissible as per the provisions of the Concession Agreement to IE and PD, NHAI vide our various letters referred in Annexure-I, but NHAI & IE had either partially accepted or summarily rejected the same without going into the merit of each COS and the relevant provisions of the Concession Agreement.

Till date we have not got any Change of Scope order for the additional works executed as per table given below against which we have incurred additional cost and time.

Till date we have not got any Change of Scope order for the additional works executed as per table given below against which we have incurred additional cost and time.

S. No.	Brief Description of the Change of Scope Works	Cost (Rs. in Crores)
1	Unavoidable Geological Over breaks	135.44
2	Pile foundation for south bridge	1.95
3	PMGSY Road Junction	11.33
4	Road Maintenance	2.50
5	Slope protection works at Approach Road	176.49
6	Shotcreting at North Portal	2.20
MEP Works		
7	Variable Frequency Drive (VFD)	5.80
8	Dry type Transformers instead of oil type transformer inside the tunnel.	0.24
9	Additional Fan Monitoring Sensors	0.30
10	Increase in fan rating	33.33
11	Additional Tunnel lighting	1.22
Total Cost		370.80

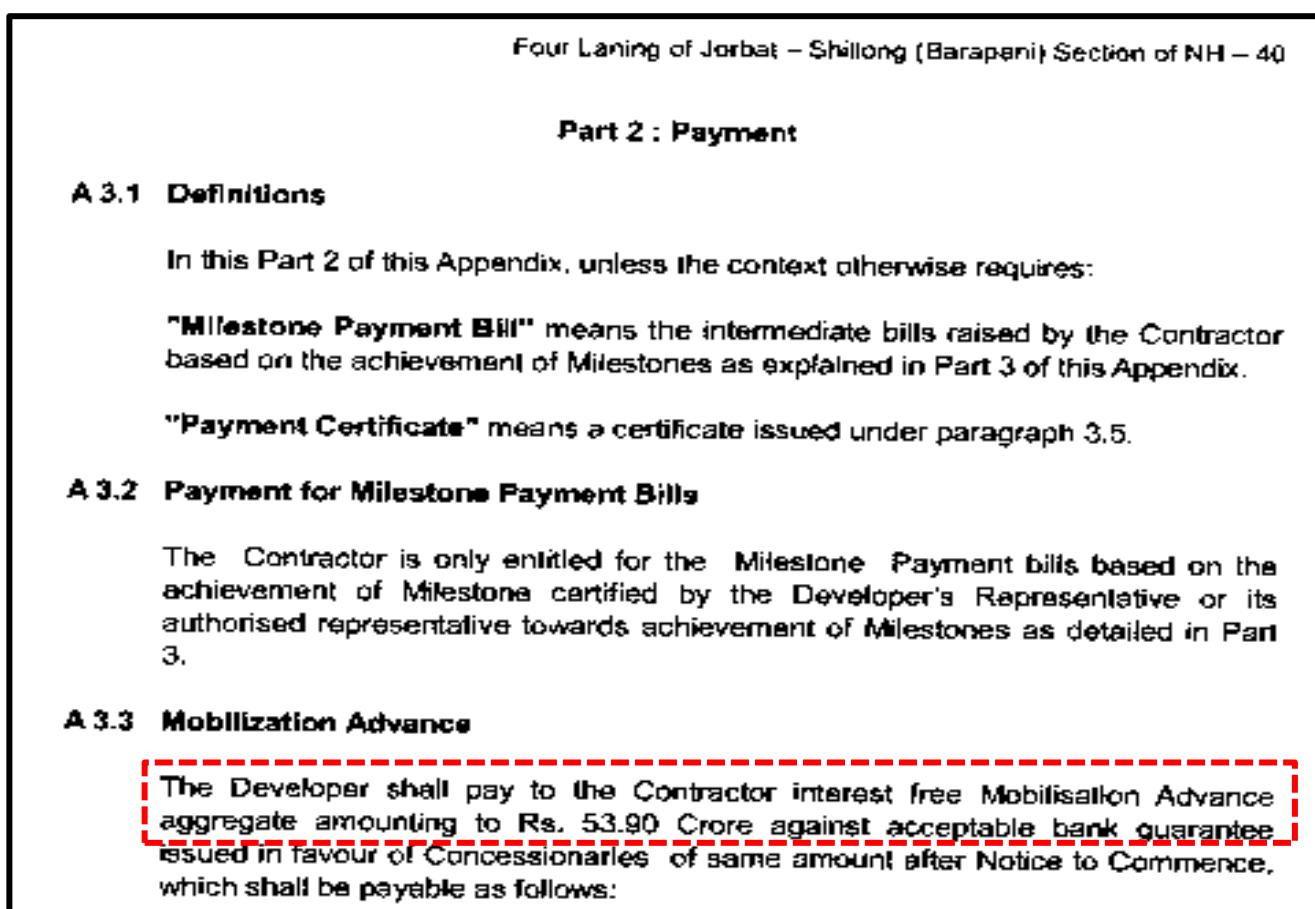
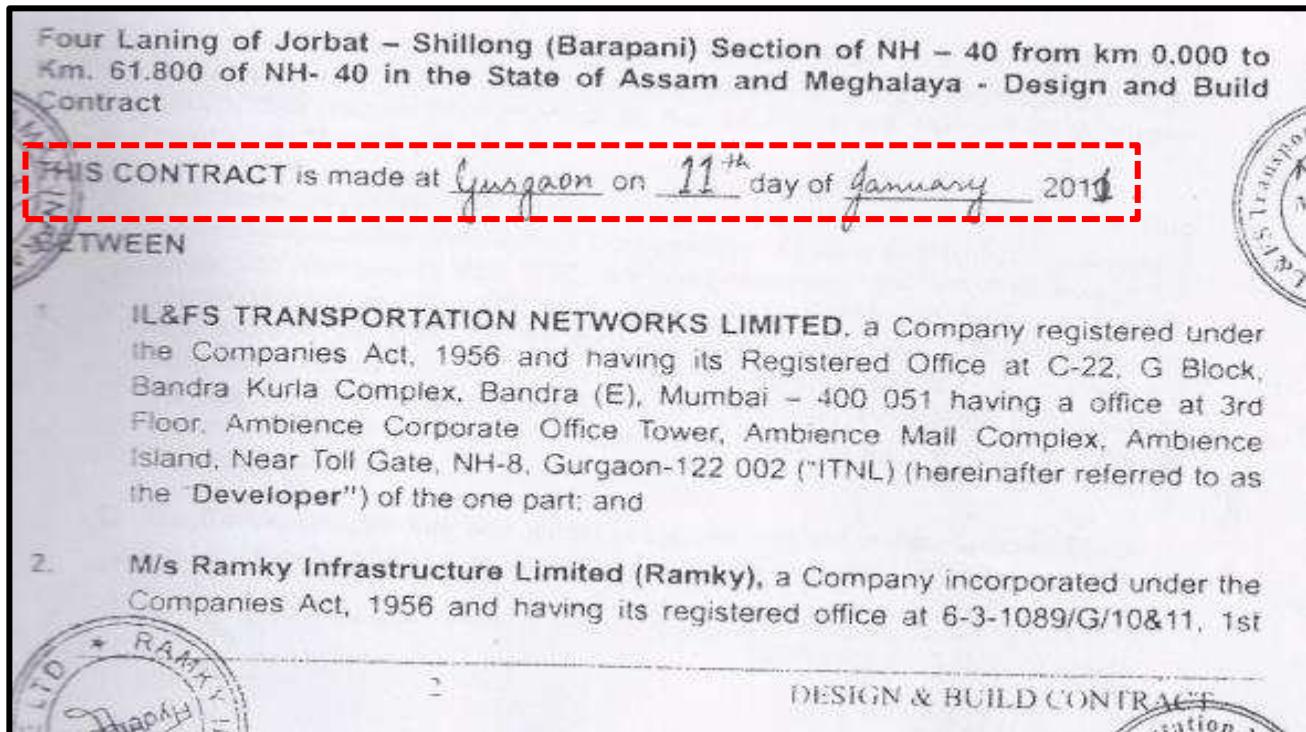
Opinion

Based on the documentary support provided to me in respect of each head and on the basis of the Concession Agreement entered into between the two Parties, the extent of realization of the claim under each head has been assessed as follows:

S. no	Brief description of CoS	Opinion (percentage probability of acceptance of claim in principle)
1.	Unavoidable Geological over breaks	50%
2.	Pile foundation for south bridge	75%
3.	PMGSY Road Junction	75%
4.	Road maintenance	15%
5.	Slope protection works at approach road	70%
6.	Shotcreting at North Portal	15%
7.	Variable Frequency Drive (VFD)	15%
8.	Dry type Transformers instead of oil type transformer inside the tunnel	15%
9.	Additional Fan monitoring sensors	15%
10.	Increase in fan rating	75%
11.	Additional Tunnel lighting	15%

4.3.19 Potential non-recoverability of mobilization advance from sub-contractors in JSEL

4.3.19.1 Annexure 4.3.11: Extract of development agreements executed for the JSEL project dated 11 January 2011:



4.3.20 Potential anomalies regarding mobilisation advance paid to IECL for ACEL Project

4.3.20.1 Extract of Email dated 28 March 2018 sent by Rajesh SK to Sushil Kumar Dudeja

From: Rajesh S K
Sent: 28 March 2018 17:18
To: Sushil Kumar Dudeja
Cc: Nagaraj B N; Manojkumar Singh; Shalini Ghatak
Subject: RE: Corp Guarantee - Amravati Project

Dear Sushil,
 Corporate Guarantee towards Performance security has been received and submitted to ITNL.
 CG towards Mobilization advance, mentioned vide trailing mail is still pending.
 Please note that we have received 4% Mob advance, and need to submit the CG at the earliest to avoid any deductions from our RA bills. Kindly do the needful.

Thanks & Regards

4.3.20.2 Email dated 29 March 2018 sent by Nagaraj BN to Sushil Kumar Dudeja

Sent from my iPhone

On 29-Mar-2018, at 10:02 AM, Nagaraj B N <nagaraj.bn@ilfsengg.com> wrote:
 Sushil we have already drawn 4% out of 10% mob. Adv. and we have to claim balance in this bill

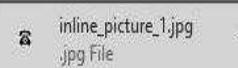
pl arrange on priority.

Regards,
 BNN

4.3.20.3 Extract of email dated 12 April 2018 sent by Ajit Singh to Sumesh AS

 CN=Ajit Singh/O=ITNL <Ajit.Singh@ilfsindia.com> CN=Sumesh AS/O=ITNL@ILFS; CN=Krishna Ghag/O=ITNL@ILFS; +44 20 7000 1234 12/04/2018
 Re: Fw: Corp Guarantee - Amravati Project

We removed extra line breaks from this message.

Dear Sumesh,

We have examined the Construction Contract executed between ITNL and IECL on November 23, 2017 with respect to the Amravati Project. Clause 4.6 A of the said Contract obligates the contractor to furnish a valid corporate guarantee. The corporate guarantee that has been forwarded to us for legal vetting is given by the Contractor (IECL) itself, which makes the corporate guarantee not a valid one.

Please note that as per Indian Contract Act, 1872, guarantee is a tripartite arrangement between three parties, comprising of the obligator, guarantor and the beneficiary. In the present case both the obligator and the guarantor are one and the same entity, i.e., IECL. In view of the above, the draft Corporate guarantee by IECL does not have any effect as guarantee in the eyes of law.

It is suggested that, where ITNL management has decided not to take corporate guarantee in lieu of bank guarantee, please take corporate guarantee from the parent company of the contractor, executed by authorized representative with common seal embossed thereon and issued in compliance with the Companies Act, 2013

4.3.21 Potential anomalies identified in claims filed to NHAI

4.3.21.1 Extract of the email dated 09 December 2015 sent by Sumesh AS to Ajay Menon

Mukund.Sapre@ilfsindia.com | Ajay_Menon/ITNL%ilfs; Subhash_Sachdeva/ITNL%ilfs; SC_Mittal/ITNL%ilfs; Dilip_Bhatia/ITNL%ilfs; George_Cherian/ITNL%ilfs | 11-12-2015

Re: Claim details

Ok with me

Sent from my iPhone

On 09-Dec-2015, at 2:03 PM, Ajay Menon <Ajay.Menon@ilfsindia.com> wrote:

Dear Mukund:

This is with respect to yesterday's discussion with Krishnan where we had agreed to provide him with our internal assessment of the claims for the purpose of finalizing his analysis and opinion. I had discussed this with Mr Sachdeva and Sumesh this morning post which Sumesh has tabulated the same as per trailing mail below. Will await your consent before providing this to Krishnan.

Kgs
Sumesh AS---09-12-2015 10:19:57—Dear Sir, Appended below is the table in the format required by you

From: Sumesh AS/ITNL
To: Ajay Menon/ITNL@ILFS
Cc: Subhash Sachdeva/ITNL@ILFS
Date: 09-12-2015 10:19
Subject: Claim details

Dear Sir,

Appended below is the table in the format required by you

Project	Claims filed/To be filed			Internal Assessment		
	IDC	Escalation	Others	IDC	Escalation	Others
PSRDCL	138.50	107.60	494.19	138.50	9.09	149.90
MBEL	467.20	140.34	359.67	291.00	126.36	170.65
JSEL	175.52	49.44	257.22	138.00	0.25	125.04
Total	781.22	297.38	1,111.09	567.50	135.70	445.59

Extract of Concession Agreement for JSEL Project

CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 16th day of July, 2010

BETWEEN

1 THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act, 1988, represented by its Chairman and having its principal offices at C-5 & 6, Sector 10, Dwarka, New Delhi-110075, hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2 JORABAT SHILLONG EXPRESSWAY LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at The H&E S Financial Center, Plot C-22, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051, Maharashtra, India, hereinafter referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes of the Other Part.

ARTICLE 16
CHANGE OF SCOPE

16.1 Change of Scope

- 16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement ("Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

ARTICLE 35
COMPENSATION FOR BREACH OF AGREEMENT

35.1 Compensation for default by the Concessionaire

In the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 35.1 for any breach or default in respect of which Damages are expressly specified and payable under this Agreement.

35.2 Compensation for default by the Authority

In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material default but shall not include loss of Annuity or debt repayment obligations, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

35.3 Extension of Concession Period

In the event that a material default or breach of this Agreement set forth in Clause 35.2 causes delay in achieving COD, the Authority shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed.

4.3.21.2 Extract of email dated 11 January 2014 sent by Alok Anandmani to Vijay Kini

From: Alok Anandmani
Sent: 11/01/2014 18:54 ZEST
To: Vijay Kini
Cc: Sanjay Minglani
Subject: Re: JSEL Internal Audit

Dear sir,

Please find the point wise reply of the internal auditors observations:

1) Till 30th November 2013, jobs worth Rs 457.37 crs have been completed out of Rs 598.70 crs, i.e. 76.4%. This shows progress. Based on the current progress it appears that completion of the project with in the scheduled time i.e. 11th January 2014, is not possible.

Reply:

80% of the project works comes under state of Meghalaya, where generally the rainfall season ends in September, but this time, rainy season continued up to end of October 2013, subsequently the progress was badly affected till Nov-13. Now after the rainy season, the Project Company has deployed more resources for road works & structure works to make up the shortfall, and getting positive result till Dec-13.

2) Though no work has been done during April to August 2013, the contractor could not show any haste of making up the delay. Total job completed during September to November 2013 is only Rs 12.87crs. Based on Development agreement entered into, balance work required to be completed is Rs 141.33 crones. The monthly average work executed is around Rs 5/6 crones and if the same pace continues, then about 2 years will be needed to complete the project. The cost overrun will then be around Rs 100 crones.

Reply:

The contractors have been forced to put more resources for completing the project by Dec'13 in all means. This delay is basically due to default of the project authority to which we have already requested for the EOT for which the correspondences are underway and it has been requested to grant the EOT till Jun '16. Any additional cost to complete the project may be setoff by the subsequent claims which has been already lodged to the project authority and the same will be pursued effectively after the receipt of grant of EOT.

Hope you find the above in order.
Alok Anandmani
JRPICL, Jamshedpur
Mobile: 9771407622

4.3.21.3 Extract of the email dated 24 February 2016 sent by Kaushik Laik to Sanjay Miglani and Aalok Anandamani (4.3.21) [34]

From: "Kaushik Laik" <kaushik@laik.in>
 To: <Sanjay.Miglani@ilfsindia.com>, <Aalok.Anandamani@ilfsindia.com>
 Cc: <Krishna.Ghag@ilfsindia.com>, <KaushikLaik@gmail.com>
 Date: 24-02-2016 01:12
 Subject: JSEL_Statement of Claim_v.1

Dear Sirs,

As you are aware, we have been working continuously to cover sufficient grounds so as to complete the Statement of Claim within the stipulated time. However, on account of the complexity of the case, and the voluminous documents, the draft is taking time to complete. Hence, in the interest of time, I thought that it would prudent for me to share the draft in parts such that the company team can start looking at the draft and give its feedback by way of trackline changes, if any.

Kindly note that given the nature of the case, we are dividing the facts into 'issues' rather than giving a narrative of all letters. Given the highly incriminating letters by the IE at all stages of the case, I feel giving a narrative may not be prudent. The issues which we have identified so far, and which will make its way into the draft are as follows:

- a) Events leading to declaration of Appointed Date
- b) Realignment of the Project Highway
- c) Delay in handing over of ROW to the Claimant (breach of CP as well as Clause 10.3, besides direct losses under clause 35.2)
- d) Delay in procuring forest clearance (breach of CP)
- e) Encumbrances on land (for direct losses under clause 35.2)
- f) Slope stability (for direct losses, as well as extra work, beyond the scope of the project)
- g) Achievement of milestones (to show that we were efficient in our construction works, and yet the PCOD was delayed – we need to be mindful that the MPRs may contradict our letters and communications)
- h) Change of Scope related matters (this would be very brief, given that we would try to keep all claims under Clause 35.2 instead of Clause 16 since the procedure under Clause 16 were not followed)
- i) Claims

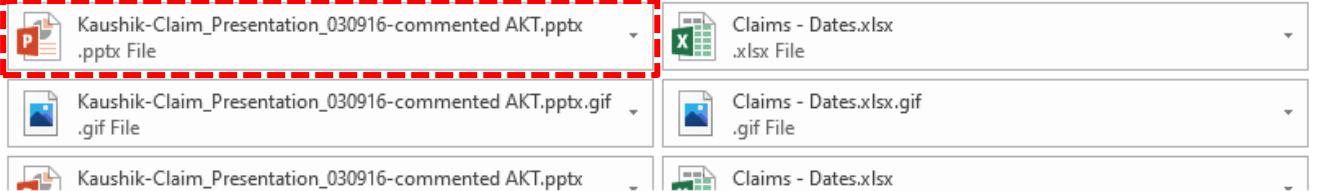
Points (a), (b), (c) and (g) would consume the maximum time. As of this point, points (e), (f), (g), (h) and (i) need to be traversed and drafted. Rest all appears in the attached draft.

For the next few days, I shall be sending further updated drafts such that all of us are aware of the progress in the Statement in Claim. I hope you would be fine with this approach.

4.3.21.4 Extract of the email dated 07 September 2016 sent by Amol Tondlekar to Subhash Sachdeva

 Wed 07-09-2016 10:03
 CN=Amol Tondlekar/O=ITNL <Amol.Tondlekar@ilfsindia.com>
 Kaushik CLaims Presentation Commented

To CN=Subhash Sachdeva/O=ITNL@ILFS
 Cc CN=Divya Chelluri/O=ITNL@ILFS
 ⓘ We removed extra line breaks from this message.



Sir,
 I have commented on Presentation of Kaushik. Attaching herewith copy of it.

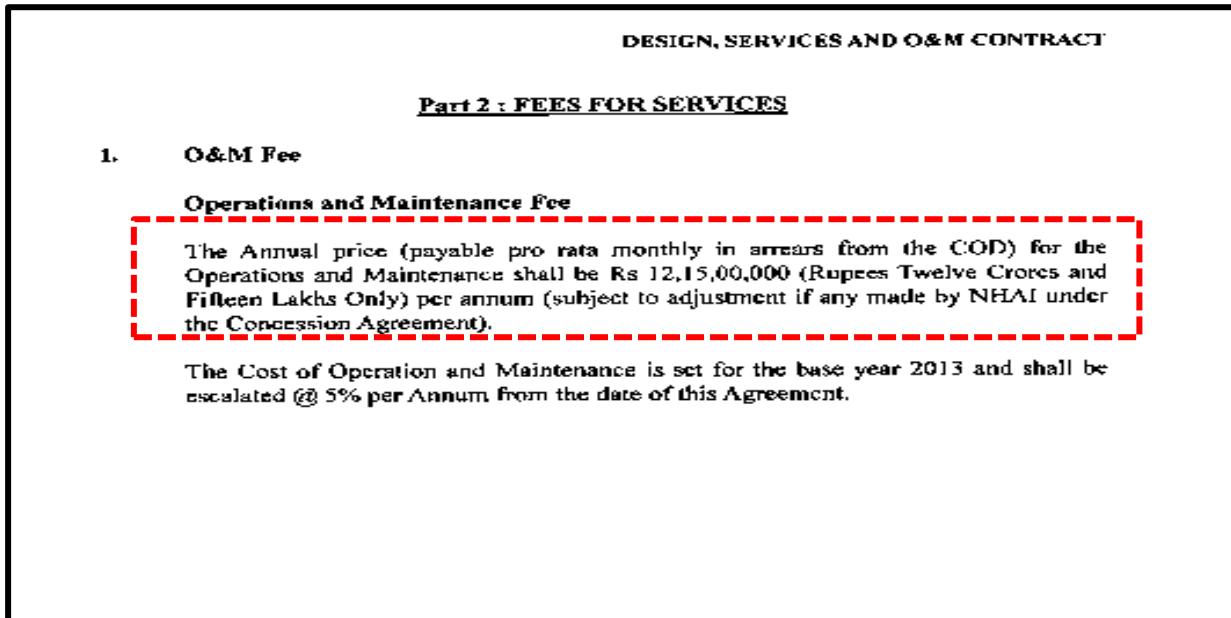
Also, Divya and me have checked the dates for three projects as stated in details. Below is the file with details of it.

Regards,
 Amol Tondlekar | IL&FS Transportation Networks Ltd (ITNL) | The IL&FS Financial Centre | Plot C-22, G- Block | Bandra Kurla Complex | Bandra (E) | Mumbai 400 051 |
 Ph: +91-22 2659 3177 | Mob: 8291202568

4.4 Potential margin earned by ITNL in sub-contracting Operation and Maintenance work to Elsamex:

4.4.1 Potential margin earned by ITNL in sub-contracting Operation and Maintenance work in BKEL Project:

4.4.1.1 Extract of O&M contract Dated 16 December 2012 Between BKEL and ITNL:



4.4.1.2 Extract of O&M Fixed fees agreement Dated 1 October 2013 between ITNL and EIPL:

@ITNL | Project Icarus

Mr. Mohit Verma, General Manager, Elsamex India Private Limited, New Delhi	1st October, 2013
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Subject:- Operation & Maintenance of Balasore to Kharagpur Section of NH - 60 (Km 0+000 to Km 129+300) in the state of Orissa and West Bengal

Reference: Your email offer Letter

Dear Mr. Mohit Verma

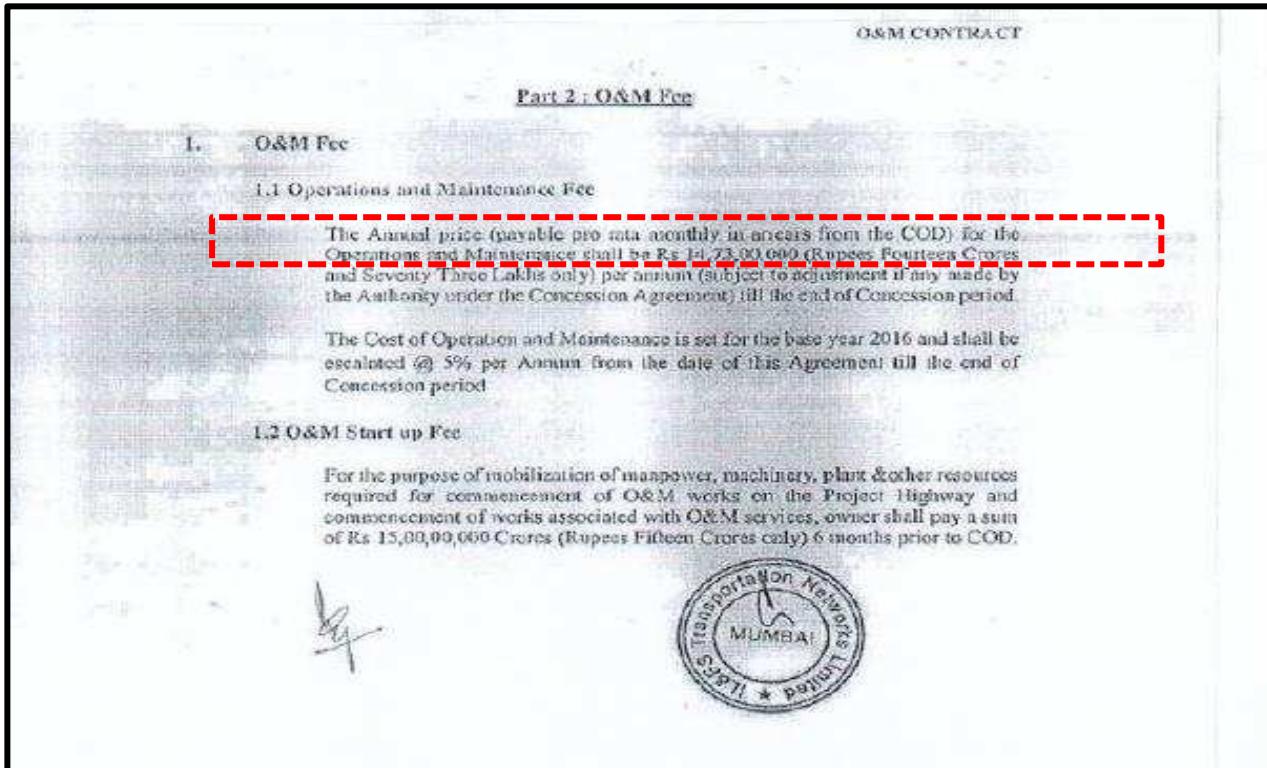
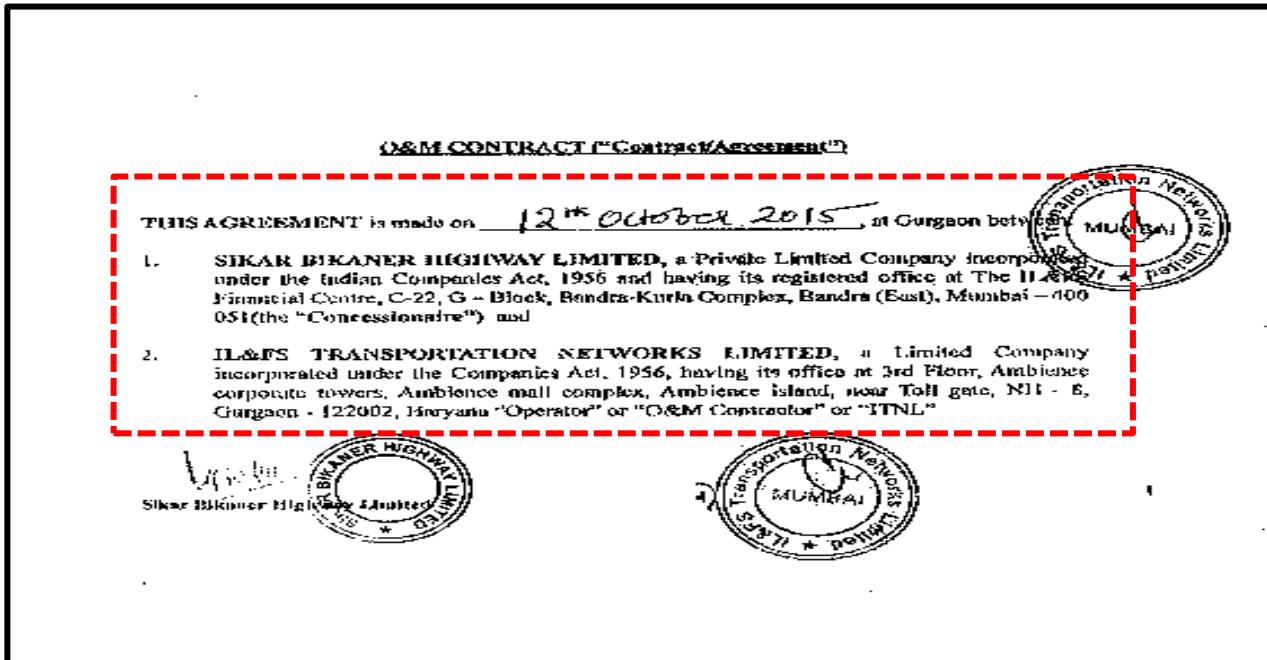
In reference to the discussions we had with you and your team on the captioned subject we are pleased to inform you that it has been decided to place this LOA to Elsamex India for undertaking Operations & Maintenance of Balasore to Kharagpur Section of NH - 60 (Km 0+000 to Km 129+300) in the state of Orissa and West Bengal in accordance with following terms and conditions.

1. Operation & Maintenance services shall be commenced from 1st Oct, 2013
2. Electricity charges for project road shall be paid by ITNL. Elsamex India shall ensure timely payment of same
3. O&M scope of work shall include routine maintenance, incidence management, route operation services and supply of manpower and resources necessary for O&M of the project road.
4. The indicative list of fixed items to be carried out shall be as per Annexure-I enclosed here with. However, the works not mentioned in the list and are required to be executed based on the site condition and as per the instructions of ITNL, representatives shall have to be carried out by Elsamex India. Decisions of ITNL shall be final regarding whether such additional item forms part of fixed items or payable item.
5. The quantities of the items executed during the month shall be recorded jointly by ITNL and your representative and shall form the basis for the payable item.
6. Monthly O&M fees shall be as mentioned below.

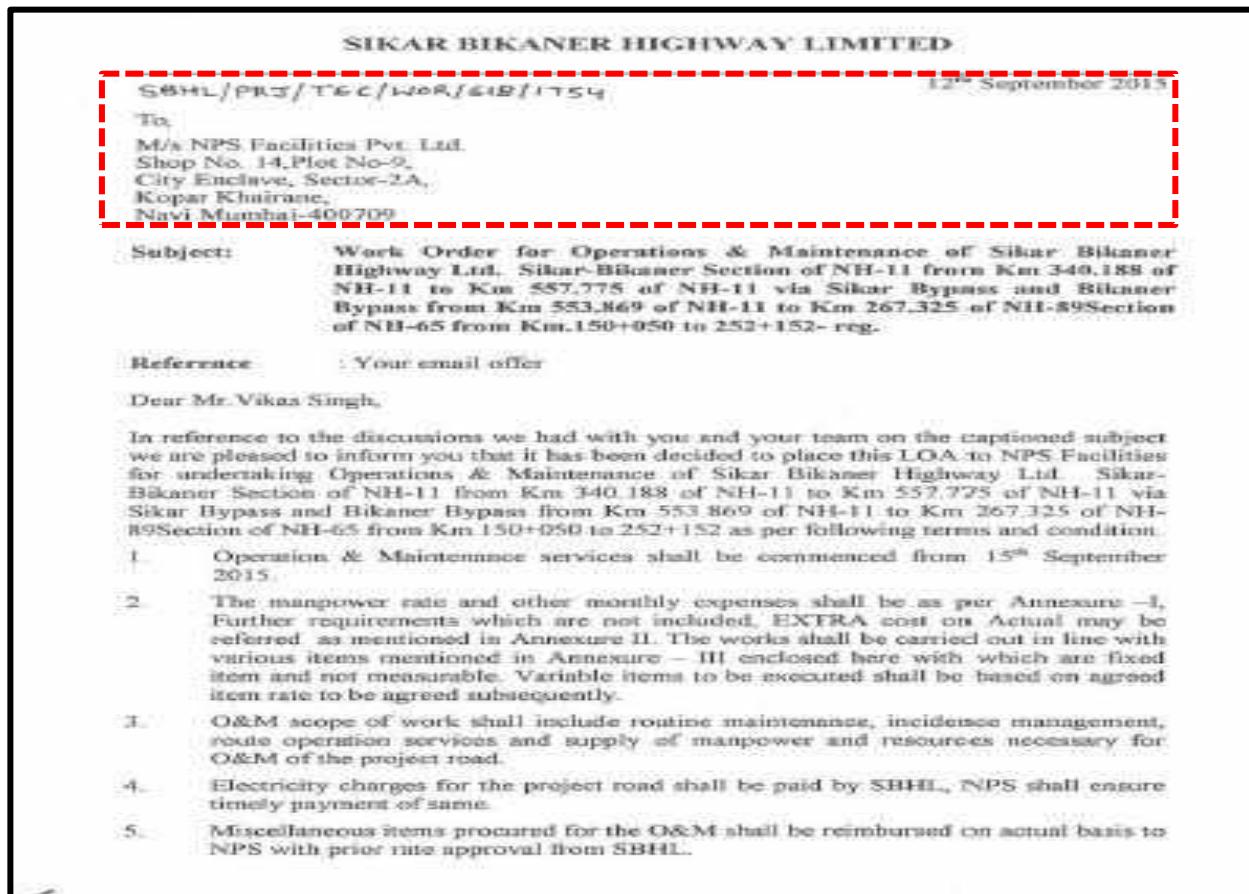
a. Fixed O&M Fees Per Month	30,00,000/- per month (Rupees Thirty Lakh Only)
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4.4.2 & 4.4.3 Potential margin earned by ITNL in sub-contracting Operation and Maintenance work in SBHL Project:

4.4.2.1 Extract of O&M agreement dated 12 October 2015 between ITNL and SBHL:



4.4.2.2 Extract of O&M agreement letter dated 12 September 2015 between NPS and SBHL:



Annexure I

A. Man-power

Sr.No.	Designation	Total	Rate	Max Rate	Max Amount
1	Project Manager (O&M)	1	At Actual	100,000	100,000
2	Maintenance Engineer	2	At Actual	35,000	70,000
3	Site Supervisor	6	At Actual	15,000	90,000
4	Document Controller	1	At Actual	16,000	16,000
5	Storekeeper	1	At Actual	12,000	12,000
6	Route Patrolling Officer	14	At Actual	15,000	210,000
7	Control Room operator	4	At Actual	12,000	48,000
8	Para medical officer	14	At Actual	12,000	168,000
9	Driver-Ambulance	14	At Actual	8,500	119,000
10	Driver-RPO	14	At Actual	8,500	119,000
11	Helper -RPO	14	At Actual	7,500	105,000
12	Driver-Crane	14	At Actual	8,500	119,000
13	Labours	120	At Actual	10,500	1,260,000
Total		219			2,436,000
Contractor profit is 10 % of actual expense not more than maximum limit					

SIKAR BIKANER HIGHWAY LIMITED

SBHL / PRJ / TEC / WOR / 618 / 1755	12 th September 2015
To: Mr. Vikas Singh Shop No 14, City Enclave, Sector 2 A, Kopar Khairane, Navi Mumbai - 400 709	
Sub.: Toll Operations At Sikar Bikaner Highway Ltd. Ref.: Your Email offer letter	
Dear Mr. Vikas Singh,	
We are pleased to issue this LOI to NPS Facilities Pvt.Ltd. for Toll Operations as per our discussion and your quotation referred above has been accepted on the terms and conditions detailed herewith. Toll Operation is to be carried out for four toll plaza (2 TP 8 Lane Each & 2 TP 6 Lane Each) on project road w.e.f 12.09.2015.	
<ol style="list-style-type: none"> 1. The scope of work shall be deployment of manpower (as per Annexure - I) for collection and appropriation of user fee from the users of project as per notified rates. 2. Professionally trained manpower shall be provided at project site toll plaza w.e.f 12 September 2015 including Sundays and all holidays. This work order shall be valid for one year with effect from 12 September 2015. 3. The category and numbers of manpower to be deployed for both the toll plaza shall be as per annexure I. 4. Payment shall be made for the actual manpower deployed during the month and available for our road project. Manpower attendance shall be verified on daily basis by SBHL representative. Monthly invoice shall be supported with manpower attendance certified by SBHL representative. 5. In addition to charges payable for manpower, payments for reimbursable items shall be made as per Annexure – II. 6. NPS Facilities Pvt.Ltd. has to submit actual salary proof at the time of submission on monthly invoice. 7. NPS Facilities Pvt. Ltd. will charge 10% of monthly manpower bill as a profit. 	

SIKAR BIKANER HIGHWAY LIMITED

Annexure – I

Toll Operation Manpower Detail – SBHL				
Sr.No.	Designation	No Of Post	Rate	Amount
1	Toll In Charge	1	75000	75000
2	Plaza Manager	4	35000	140000
3	Shift In Charge	14	20000	280000
4	Cashier	14	15000	210000
5	Accountant	1	25000	25000
6	System Admin	1	30000	30000
7	System Technician	14	15000	210000
8	Lane Assistant	30	9500	285000
9	Toll Collector	78	8600	670800
10	HR & Admin	2	20000	40000
11	Electrician	9	12000	108000
12	Office Boy	5	7500	37500
13	Gurman	9	17000	153000
Total		182		2264300

4.4.2.3 Extract of O&M agreement letter dated 01 December 2015 between ITNL and SBHL:

IL&FS | Transportation
IL&FS Transportation Network Limited

The IL&FS Financial Center,
Plot C-32, G Block
Bandra-Kurla Complex
Mumbai - 400 051
T +91 22 2653 3333
F +91 22 2652 3979
E www.ilfsindia.com
CIN L45203MH2000PLC129290

1st December, 2015

Mr. Anil Kumar Sharma,
Chief General Manager,
Elsamev Maintenance Services Ltd.,
Gandhinagar - 382421

Sub: Operations & Maintenance of Sikar Bikaner Road Section of Km 340.188 to Km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from Km 553.869 to Km 267.325 of NH-89 for project length of 237.57 Km.

Reference: Your email offer dated 25th June, 2015

Dear Mr. Anil Kumar Sharma,

In reference to the discussions we had with you and your team on the captioned subject we are pleased to place this LOA to Elsamev Maintenance Services Limited (EMSL) for undertaking various Operations & Maintenance of Sikar Bikaner Road Section of Km 340.188 to Km 557.775 of NH-11 via Sikar Bypass and Bikaner Bypass from Km 553.869 to Km 267.325 of NH-89 by Two Lanes with Paved Shoulder in the State of Rajasthan in accordance with following terms and conditions.

1. Operation & Maintenance services shall be commenced from 1st November, 2015.
2. The manpower rate and other monthly expenses shall be as per Standards. The works shall be carried out in line with various items mentioned in Annexure – I enclosed here with which are fixed item and not measurable. Variable items to be executed shall be based on agreed item rate to be agreed subsequently.
3. You shall commence various works as per attached Annexure on Sikar Bikaner Road Section with effect from 1st November, 2015. This work order shall be valid for three years.
4. O&M scope of work shall include routine maintenance, incidence management, route operation services and supply of manpower and resources necessary for O&M of the project road.
5. The indicative list of fixed items to be carried out shall be as per Annexure-II enclosed

IL&FS | Transportation
IL&FS Transportation Network Limited

The IL&FS Financial Center,
Plot C-32, G Block
Bandra-Kurla Complex
Mumbai - 400 051
T +91 22 2653 3333
F +91 22 2652 3979
E www.ilfsindia.com
CIN L45203MH2000PLC129290

here with. However the works not mentioned in the list and are required to be executed based on the site condition and as per the instructions of ITNL representatives shall have to be carried out by Elsamev maintenance services limited. Decision of ITNL shall be final regarding whether such additional item forms part of fixed items or payable items

6. The quantities of the items executed during the month shall be recorded jointly by ITNL and your representative and shall form the basis for the payment.
7. Fixed O&M Fees also includes procurement of material for various routine maintenance works on day to day basis.
8. Monthly O&M Fees shall be as mentioned below:
 - a. Fixed O&M Fees Per Month - **Rs. 09,950/- Per Month**
(Rupees Fifty Lacs Nine thousand Nine Hundred & Fifty Only)

Above fees is excluding taxes and including Profit @ 10% on invoice amount

10. Monthly invoice shall be supported with salary payment details and payment details of all other items.
11. In addition to fixed price payable as above, following payments shall be made on submission of actual expenditure incurred supported by invoices and payment vouchers.
 - i. Expenses towards diesel and patrol.
 - ii. Purchase of safety equipment.
 - iii. Rent and expenses for office for Sikar and Bikaner till end of project.
 - iv. Cost of New Plants, Manure and insecticides / pesticides.
 - v. Cost of Items as mentioned in Point No. 13 of Annexure – I.
12. Any work advised or instructed by the ITNL representatives has to be executed within the earliest possible time. Any failure in execution of the activity shall be considered as breach of this letter of award and the activity shall be got executed at your risk and cost without giving any notice, as project road has to be maintained in traffic worthy condition throughout the year.
13. All Operations & Maintenance works shall be carried out in accordance with O&M Requirements of Schedule E of Concession Agreement entered to between ITNL and

IL&FS | Transportation
IL&FS Infrastructure Network Limited

The IL&FS Financial Centre,
Plot C-22, G Block
Bandra Kurla Complex
Mumbai – 400 051
INDIA

T +91 22 2683 3333
F +91 22 2682 3979
W www.ilfsindia.com
CIN: L45203MH2000PLC125990

01st December, 2015

Mr. Anil Kumar Sharma,
Chief General Manager,
Elsamer Maintenance Services Ltd.,
Gandhinagar - 382421

Sub: Toll Operation on Sikar – Bikaner Highway in the state of Rajasthan.

Dear Mr. Anil Sharma,

We are pleased to issue this LOI to Elsamer Maintenance Services Limited for Tolling Operations as per our discussion and on the terms and conditions detailed herewith. Tolling operation is to be carried out for toll plazas on project road w.e.f 1st December, 2015.

1. The scope of work shall be deployment of manpower (as per Annexure 1) for collection and appropriation of user fee from the users of project as per notified rates.
2. Professionally trained manpower shall be provided at project site toll plaza w.e.f 1st December, 2015 including Sundays and all holidays. This work order shall be valid for three years.
3. The category and numbers of manpower to be deployed for four toll plazas shall be as below:

Sr. No.	Details	Number	Rate	Amount
1	Toll In Charge	1	1,50,000	1,50,000
2	Plaza Manager	4	30,000	2,00,000
3	Shift In Charge	14	25,000	3,50,000
4	Cashier	14	20,000	2,80,000
5	Accountant	1	32,000	32,000
6	System Admin	1	32,000	32,000
7	System Technician	14	20,000	2,80,000
8	Lane Assistant	30	9,500	2,85,000
9	Toll Collector	72	9,500	6,84,000
10	HR & Admin	2	25,000	50,000
11	Electrician	9	13,000	1,17,000
12	Office Boy	5	9,000	45,000
13	Security Guard	9	9,500	85,500
14	General	9	20,000	1,80,000
Total		185		27,70,500

4.4.4 Potential anomalies in the operation and maintenance contracts awarded to EMSL with regard to work executed in WGEL:

4.4.4.1 Extract of press release dated 23 January 2019:

India Ratings & Research
A Fitch Group Company

India Ratings Downgrades West Gujarat Expressway's NCDs to 'IND BB-(SO)'; Maintains on RWN

23
JAN 2019
By Asim Sharma

India Ratings and Research (Ind-Ra) has downgraded West Gujarat Expressway Limited's (WGEL) non-convertible debentures' (NCDs) to 'IND BB-(SO)' from 'IND A(SO)' and maintained it on Rating Watch Negative (RWN) as follows:

Instrument	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of Issue (million)	Rating/Rating Watch	Rating Action
Senior, secured, redeemable NCDs*	-	-	-	INR1,412.6 (INR1,289.80 outstanding on 31 December 2018)	IND BB-(SO)/RWN	Downgraded and maintained on RWN

* Details in annexure.

KEY RATING DRIVERS

The rating action reflects the stance taken by WGEL through its letter to the trustee requesting them to desist from making further debits from the company's account for servicing any debt obligations in light of the National Company Law Appellate Tribunal's (NCLAT) order dated 15 October 2018. The debenture holders have written to the company stating that the letter is untenable as the NCLAT order is being instead in light of the legal opinion being received which states that the regular principal and interest payments of the existing debentures are not to be affected in the said order. However, the ambiguity in interpretation of the order may result in inaction in making payments on the due date on 31 January 2019. This was the case in Jharkhand Road Projects Implementation Company Limited (JRPICL, 'IND D(SO)'), where despite availability of funds the payment was not made to the investors. Failure to honour payments on the due date will lead to a further rating downgrade to 'IND D' in line with the Securities and Exchange Board of India's regulations which direct credit rating agencies to recognise defaults on the 'one day one rupee' principle.

Furthermore, the management has indicated that pursuant to the NCLAT order, they are testing each special purpose vehicle for a solvency test. The solvency test undertaken considers the subordinated loans provided by the sponsor - IL&FS Transportation Networks Limited (ITNL, 'IND D') or other sponsor group companies for its computation. While in Ind-Ra's initial analysis these loans from the sponsors were considered fully subordinated, the new stance of the management to consider the same loans for testing solvency reduces the repayment capability of the loans. While this is against the spirit of the financial agreements including the ring fencing mechanism, if such a consolidation is followed, it indicates inability of the project to pay off both senior NCDs and subordinated loans from the sponsor that could ultimately lead to a default.

Although the traffic and toll collection till November 2018 is in line with Ind-Ra's estimates, there are deficiencies pointed out in the maintenance activities as per the independent engineer's report of November 2018. The report has recommended imposing penalties of INR28.6 million accumulated till 30 November 2018 on WGEL for poor maintenance and non-compliance of operation and maintenance (O&M) obligations, reflecting on high O&M risks due to the weakened credit profile of the O&M contractor, ITNL. According to the company, the project has cash of INR70 million in debt service reserve account and cash of INR47.5 million (including INR20.9 million in escrow account) as on 31 December 2018.

Kindly refer to the last published RAC, [here](#)

Kindly refer to the NRAC on IL&FS SPVs' Interpretation of NCLAT Ruling Places Project Financing Structure at Risk in India, [here](#)

4.5 Other anomalies in the Operations and Maintenance contracts:

4.5.1 Management committee approval for awarding Operation and Maintenance contracts for CNTL was dated before receiving the quotes :

4.5.1.1 Extract of MCAM MC/40/2017-18 dated 03 November 2017:

Approval Memorandum Management Committee	
Date: November 3, 2017	Department: Operations & Maintenance
Control No: MC/40/2017-18	
Approving Authority:	Management Committee

Proposal: Approval for Related Party Transaction for Award of Operations & Maintenance Work for Chenani Nashri Tunnelway Limited (CNTL).

Background

Chenani Nashri Tunnelway Limited (Concessionaire/CNTL) has entered into Concession Agreement with National Highway Authority of India on 28th June, 2010 for Four Laning of Two/Four-Laning of the Chenani - Nashri section of NH-1A from km 89.00 to km 130.00 (new alignment) including 9 Km long tunnel (2 lane) with parallel escape tunnel in the State of Jammu & Kashmir on Design build, Finance, operate and transfer on Annuity (DBFOT Annuity) basis (the "Project").

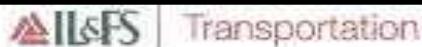
The Project has achieved Commercial Operations Date (COD) on 08th March, 2017. ITNL has entered into O&M agreement with Concessionaire for the Project and therefore requires appointing an agency for carrying out Operations & Maintenance for the project.

It is proposed to appoint an agency for the said work for a period of concession period with back to back arrangement as per the scope & terms of O&M agreement between CNTL & ITNL.

In view of the same, ITNL has floated enquiry letters to agencies and invited proposal/quotes from three agencies for full scope of work procuring route operations and routine maintenance including Tunnel ITCS (Integrated Tunnel Control System) for full length of the project. The quotations are invited for fixed consolidated price per Month capturing manpower & machinery cost for route operations and routine maintenance including ITCS to compare the total cost of services and unit rates quoted for repair works under variable cost.

The agencies floated with enquiry letters / inviting quotes are selected based on their other experience for carrying out works of highway route operations & routine maintenance including Tunnel ITCS as well as efficiency for execution of works with expertise along with managing manpower and machineries at project site.

Three agencies selected for inviting quote are M/s. Feedback Highway Infra OMT Private Limited, M/s. Elsames Maintenance Services Limited (EMSL) & M/s. Egis Road Operations India Pvt Ltd under Consolidated Route Operations & Routine Maintenance Price per Month. Out of the proposals received and based on the subsequent negotiations, below is the summary expedited of prices quoted from agencies.

Proposal

Details of final proposals received from agencies quoting monthly cost for route operation and routine maintenance including ITCS activities are enclosed as Annexure-I.

For carrying out Operations & Maintenance for the Project, ITNL shall receive a Fixed price of Rs. 17.64 Crores for FY 17-18 with escalation of 5% every year subsequent with base year 2017(excluding the electricity scope estimated of Rs. 9.0 Crores per annum which is kept back with SPV& shall be de-scoped from the O&M agreement entered between ITNL and SPV through letter of exchange.)

Summary of quotes received from above agencies are as follows:

Sr. No.	Agency Name	Feedback Highway Infra OMT Pvt Ltd	Elsamex Maintenance Services Ltd	Egis Road Operations India Pvt Ltd	Remark
1	Fixed Price Quoted	1,52,72,089/- 18,32,65,068/-	1,03,51,500/- 12,42,18,000/-	1,46,28,000/- 17,55,36,000/-	Rs./Month Rs./Annum
	Variable cost estimates	14,36,445/- 1,72,37,340/-	13,88,637/- 1,66,63,644/-	13,23,776/- 1,58,85,312/-	Rs./Month Rs./Annum
3	Total cost	20,05,02,408/-	14,08,81,644/-	19,14,21,312/-	Rs./Annum
	Submission Date	06 th Nov-17	04th Nov-17	06 th Nov-17	

Further, there are certain Variable Items for which the agencies have provided their rates only. Considering the current estimates, it is envisaged that the expenses on Variable Items.

Following analysis is considered while comparing the quotes by various parties.

O&M contract Price as per the O&M agreement between Concessionaire & ITNL	Amount (Rs.)
as at FY 2016-17 considering the escalation of 5% every next year	26,64,23,997/-
Electricity Expenses kept back by SPV per annum	9,00,00,000/-
Net Revenue of ITNL excluding expenses	17,64,23,997/-
EMSL Quote per annum	12,42,18,000/-
Variable Items	1,66,63,644/-
Total annual payment to be made to EMSL	14,08,81,644/-
GST @ 12%	1,69,05,798/-
Total annual payment to be made to EMSL + GST	15,77,87,441/-
Profit for ITNL	1,86,36,556/-
% of Profit	(@ 12%)

Based on the above analysis and comparison, it is proposed to award work to EMSL considering following:

- EMSL has quoted lowest rates
- Proven track records & capability to undertake work observed at projects where EMSL has been awarded similar works at other ITNL projects.
- Suitable & acceptable terms & conditions without much deviation.

4.5.1.2 Extract of Bid Document and E-mail Correspondence of Egis Road:

Egis road operation India

Mr. Lakhan Khatri
IL&FS Transportation Networks Limited
The IL&FS Financial Centre, 8th Floor, G Block, Plot C-22,
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051
Email: lakhan.khatri@ilfsindia.com

November 06th, 2016

Subject: Operations & Maintenance of Chenani Nashri Tunnel Project section of National Highway NH-1A from KM 89 to KM 130 in the state of Jammu & Kashmir.

Dear Mr. Khatri,

We thank you for the opportunity extended to us to present our company credentials and express our deep interest in associating with your organization.

This has reference to your RFP dated October 12th, 2017 for the above-mentioned project. As desired, please find below our proposal for Operations & Maintenance of Chenani Nashri Tunnel of approximately 8 Kms length.

This proposal is based on our basic understanding of your project and the inputs given in the RFP. This is a ballpark figure for your reference and is subject to change as per your requirements of the inclusions & exclusions in our scope of work post subsequent discussions.

Please note that this proposal is in conformance to EGIS's global philosophy of committing and delivering on the performance.

We are available for any clarification /additional information you may require on our proposal and look forward to meeting up with yourself and your team for deliberations and an early closure to provide the above-mentioned services on your project.

Thanking you,

Yours Sincerely,
for Egis Road Operation India Pvt. Ltd.


Sandeep Channan
Sr. Vice President- Business Operations

CHANNAN Sandeep
to:
Lakhan Khatri
07-11-2017 17:03
Cc:
RaviKumar.Praveen, Nishant Jain, "Anil Sharma", "Assadullah Khan"
Link Details
From: "CHANNAN Sandeep" <s.channan@egis-roadoperation-india.com>
To: "Lakhan Khatri@ilfsindia.com"
Cc: <RaviKumar.Praveen@ilfsindia.com>, <Nishant.Jain@ilfsindia.com>, "Anil Sharma" <anil.sharma@egis-roadoperation-india.com>, "Assadullah Khan" <assadullah@egis-roadoperation-india.com>
Archive: This message is being viewed in an archive.

1 Attachment


image001.jpg image002.png image003.png image004.png image005.png image006.png image007.png

image008.gif image009.gif 2016_11_06_CNTL_IL&FS_Vr0.pdf

Dear Mr. Khatri,

Thank you for your constant support and extending us an opportunity to work together.

This has reference to our discussions and the trial mail. Based on our inputs provided by you and elements, we are pleased to submit our proposal for Chenani Nashri Tunnel Project.

As you are aware, we have extensive experience across the globe in operating Tunnel. However, in India this shall be our first project, hence this proposal is based on the elements mentioned in the RFP. We fairly understand our scope, the local conditions & requirements and are very confident that EROI team can deliver the desired results to your organization to your satisfaction.

Accordingly, please find attached our proposal for Operations & Maintenance services at CNTL.

I hope this is in tune with our discussions and your requirements. I shall be available for any further information and clarification.

We look forward to meeting you and finalize our proposal and associate with your organization for a mutually beneficial and long-term association.

Regards

4.5.1.3 Extract of Bid Document and E-mail Correspondence of EMSL:

ELSAMEX

Elsamex Maintenance Services Limited
 25th Floor
 GIFT One Building T www.elsamex.com
 GIFT City W
 Gandhinagar - 382355 E info@elsamex.com
 CIN U45201MH2013FLC285659

04th November, 2017

To,
 Mr. Lakhan Khatri,
 IL&FS Transport Network Ltd.,
 Bandra-Kurla Complex
 Mumbai – Maharashtra

Subject: Operations & Maintenance of Chenani Nashri Tunnel Project section of National Highway NH-1A from KM 89 to KM 130 in the state of Jammu & Kashmir.

Ref: - (i) Your Letter dated 12th October 2017, for review the offer and to submit the proposal for the same.

Dear Mr. Lakhan Khatri,

With reference to the captioned subject and Your letter dated 12th October 2017 for review the offer and to submit the proposal for the subject work, we are hereby submitting our quote as below for fixed Items and for Variable Items.

1.	Quote for O&M fixed Cost/ Month	Rs. 1,03,51,499.30 /Month	Rs. 12,42,17,991.60 / Year
2.	Variable Item Quote for the items as given in Annexure-I	Rs. 13,88,637.00 /Month	Rs. 1,66,63,644.00 / Year

Kindly consider our quote for the subject work.

Please feel free to contact for any further query in this regard.

Thanking you

Sincerely,
 For Elsamex Maintenance Services Ltd.



{In Archive} RE: Elsamex Enquiry Letter_Chenani Nashri Tunnel Project_Award of O&M Services

Nidhi
 to:
 Lakhan.Khatri
 06-11-2017 16:32
 Cc:
 Nishant.Jain, RaviKumar.Praveen, mohit.verma, manoj.gupta, MB.Bajulge, "Rajiv Dubey"
 Hide Details
 From: "Nidhi" <nidhi.sali@elsamex.com> Sort List...
 To: <Lakhan.Khatri@ilfsindia.com>
 Cc: <Nishant.Jain@ilfsindia.com>, <RaviKumar.Praveen@ilfsindia.com>, <mohit.verma@elsamex.com>, <manoj.gupta@ELSAMEX.com>, <MB.Bajulge@ilfsindia.com>, "Rajiv Dubey" <Rajiv.Dubey@ilfsindia.com>
 Archive: This message is being viewed in an archive.

1 Attachment



image001.gif image002.gif CNTL OFFER.PDF

Dear Sir,

PFA our best offer for CNTL O&M works considering the details mentioned in your trailing mail.

Regards
 Nidhi

4.5.1.4 Extract of Bid Document and E-mail Correspondence of Feedback:



6th November, 2017
 IL&FS Transportation Networks Limited
 The IL&FS Financial Centre,
 8th Floor, G Block, Plot C-22, Bandra Kurla Complex,
 Bandra (E), Mumbai - 400051

Kind attention Mr. Khatri

Dear Sir,

We are pleased to share our proposal for Route Operations and Routine Maintenance services for your Chenani Nashri Tunnelway Project.

This document contain four sections

1. **FHOMT Quote Summary:** This has the project brief and our proposal design assumptions.
2. **Terms and Condition:** Our standard terms and conditions
3. **Proposed Scope of Work:** This section has the scope of work as per our understanding, the list of inclusions and exclusions
4. **Design Details:** The manpower assumed by FHOMT for our scope of work, equipment including vehicles etc. required are detailed in this section

Please revert to us for any clarifications. We look forward to partnering with you for your Chenani Nashri Tunnelway Project.

Thanking you
 Yours Sincerely

{In Archive} RE: Proposal for Chenani Nashri Tunnel Project
 Vineet Sidagouda Biradar
 to:
 Lakhan.Khatri@ilfsindia.com
 14-11-2017 14:43
 Cc:
 "raviKumar.praveen@ilfsindia.com", Surajit Raha, Dushyant Singh
 Hide Details
 From: Vineet Sidagouda Biradar <vineet.biradar@feedbackomt.com>
 To: "Lakhan.Khatri@ilfsindia.com" <Lakhan.Khatri@ilfsindia.com>
 Cc: "raviKumar.praveen@ilfsindia.com" <raviKumar.praveen@ilfsindia.com>, Surajit Raha <surajit.raha@feedbackomt.com>, Dushyant Singh <dushyant.singh@feedbackomt.com>
 Archive: This message is being viewed in an archive.

1 Attachment

 CNTL Civil Item BOQ.xlsx

Dear Mr. Khatri,

As discussed, we are sharing the BOQ rates.
 Hardcopy of the same will be couriered to your Mumbai office.

Please revert for any further clarifications.

Regards,
 Vineet Biradar

4.5.2 Potential increase of time and contract amount of O&M contract with EMSL:

4.5.2.1 Extract of O&M WO Dated 25 May 2016

IL&FS | Transportation
IL&FS Transportation Network Limited

The IL&FS Financial Centre,
Plot C-22, G Block,
Bandra Kurla Complex
Mumbai – 400 051
INDIA

T +91 22 2653 3333
F +91 22 2652 3979
W www.itnlindia.com
CIN: L45203MH2000PLC129790

25th May, 2016

To,
M/s. Elsamex Maintenance Services Ltd.,
Unit No. 2, 25th Floor, GIFT one building
Block 56A, Road -5C, Zone 5
GIFT City. Gandhinagar - 382355,
Gujarat.

Subject: Work for Bituminous Overlay for in C-2 Section of Jetpur-Gondal-Rajkot (WGEL) Project

Reference: Your offer submitted on (n) procure e-tender and result dated 5th May, 2016

Dear Mr. Anil Kumar Sharma,

It is to inform you that your offer under reference for the works mentioned above has been accepted as per below mentioned terms and conditions.

- 1. The schedule of item rate & estimated amount is enclosed as Annexure 'A'
- 2. Type of contract : Item Rate Contract.
- 3. Scope of Work : Bituminous concrete overlay, Cold-in-place recycling, Microsurfacing and associated pavement rehabilitation/ preventive maintenance works.
- 4. You are requested to commence the work immediately. Date of Commencement for the work shall be considered as 25th May, 2016.
- 5. Completion date for the Subject work shall be 31st October, 2016.
- 6. Job mix formula will be provided by ITNL for bituminous concrete.
- 7. You shall undertake the procurement of material (including bitumen), execution, and supervision of the works from start to finish of the works.
- 8. Mobilization of Manpower other resources shall be arranged by you and it should be adequate based on the scope of work and completion of the activities within the stipulated time frame.
- 9. Defect Liability Period which shall be 12 months from the date of successful completion of work and any rework during defect Liability shall be done by you at your risk and cost.

4.5.2.2 Extract of MCAM Dated 21 Feb 2018

Approval Memorandum	
Management Committee:	
Date- <u>February 21, 2018</u>	Department: Toll Auction
Control No: MC/ /2017-18 <u>68B</u>	Project : Jetpur-Gondal-Rajkot (WGEL)
Approving Authority : Management Committee	

Proposal: Award of issuance of Toll Collection (Auction) Agreement for WGEL Project.

Background:

West Gujarat Expressway Limited (Concessionaire) has entered into Concession Agreement with NHAI signed on 22nd March, 2005 for widening of the existing Jetpur- Gondal Section (Km. 117+000 to Km. 143+000) from two- lane to four- lane; Improvements on the existing four – laning of Gondal - Rajkot Section (Km. 143+000 to km. 175+000) and Widening of the existing Rajkot Bypass (Km. 175+000 to Km 185+000) from two-lane to four-lane on National Highway No. 8 B (NH-8B) in Gujarat on Design, Build, Finance, Operate and Transfer (DBFOT) PPP Basis.

The company has estimated the potential toll collection for the period of 365 (for the financial year 2017) days from the date of appointment is Rs. 54.00 Cr and first round of bidding was invited on 02nd February, 2016 but no bid was received. The company had re-invited (2nd tender) on 15th July, 2016 but still there was no bid was received. Then the company once again re-invited the tender 3rd round of bidding on 20th December, 2016 with lowering the estimated toll collection/reserve price to Rs. 53.00 Cr. Single bidder i.e M/s Elsarmex Maintenance Services Limited (EMSL) has submitted the bid with quoted value of Rs 52.00 Cr. Accordingly, WGEL signed the agreement with SPV for the period of 43 days from 17th February, 2017 to 31st March, 2017 on pro-rata basis.

WGEL requested EMSL to submit the revised proposal for the year 2017-18 financial year, EMSL has been offered Rs. 65.50 Cr for the year 2017-18, based on the proposal received from EMSL, WGEL entered with EMSL Auction Agreement for the year 2017-18 for the price Rs. 65.50 Cr.

WGEL has received proposals from SGMS Maintenance Service, Elsarmex Maintenance Services Ltd & NPS facilities for Toll Auction amount for year FY 18-19.

4.5.2.3 Extract of Bid Document of NPS

NPS
Facilities
The Ultimate Security Solutions

Office No. 13 / 14 , Citi Enclave, Plot - 9, Sector - 2A, Koparkhairane, Navi Mumbai - 400 709.
E-mail : npsfacilities@gmail.com Telefax : 022 - 27554220 Mob.: 9820936957 / 9820936958

QOUTE/GUJARAT/2017-18/27 Date:14th Feb 2018

To,
West Gujarat Expressway Ltd.,
2nd Floor, Surya Complex,
150 Ring Road, Near Rosary School,
Rajkot 360005

Subject :Collection of Fee from the motor vehicle passing through Toll Plazas at Km 156+700 village Bharudi and at Km 120+800 village Pithadiya on Rajkot Jetpur Road section of NH-27 -Appointment of Agency for 365 days.

Dear Sir,

With reference to above subject, we are hereby submitting our quote as below:

1. User Fee Collection for the period of 1 st April 2018 to 31 st March 2019(365 days)	Rs.65,90,00,000/-
--	-------------------

Please feel free to contact for any further query in this regard,

Thanking you

Sincerely Yours,



For NPS FACILITIES

4.5.2.4 Extract of Bid Document of Elsamex

	Elsamex Maintenance Services Limited 1st Floor GIFT ONE, GIFT City Gandhinagar - 382365 Gujarat - India T: +91-79-6526500 W: www.elsamex.com E: Info.India@Elsamex.com CIN: U45901MH2015PLC06659		
Date: 21st February 2018			
<p>To,</p> <p>West Gujarat Expressway Limited. Tf. & PS Transportations Limited. 8th Floor, Band Kuclu Complex Mumbai - Maharashtra</p>			
<p>Subject: Offer for collection of User fee from Toll plaza at Km: 156+800 village Bharedi and at Km: 120+700 village Pithadiya on Jetpur - Gondal - Rajkot section of NH-27 – Appointment of agency for 365 days (FY 2018-19)</p>			
<p>Dear Sir,</p> <p>With reference to the captioned subject, we would like to offer our most competitive quotation as mentioned below.</p>			
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding-right: 10px;"> User Fee Collection for 365 days (For Period of 1st April 2018 to 31st March 2019) </td> <td style="width: 40%;"> Rs. 71.00 Crs (Rupees Seventy-One Crores Only) </td> </tr> </table>		User Fee Collection for 365 days (For Period of 1st April 2018 to 31st March 2019)	Rs. 71.00 Crs (Rupees Seventy-One Crores Only)
User Fee Collection for 365 days (For Period of 1st April 2018 to 31st March 2019)	Rs. 71.00 Crs (Rupees Seventy-One Crores Only)		
<p>Based on previous year experience of our services and this quotation, you are requested to consider our offer.</p>			
<p>Thanking You. Your Sincerely,</p>			
<p>For Elsamex Maintenance Services Limited</p>			
 Authorized Signatory			

4.5.2.5 Extract of Bid Document of SGMS Maintenance Service

SGMS MAINTENANCE SERVICE

SERVICE PROVIDER : HOUSE KEEPING, OFFICE BOY, PENTRY BOY, GARDEN DEVELOPMENT & GARDEN MAINTENANCE, OFFICE INDOOR & OUTDOOR PLANT, PROPERTY SOLUTION, FACILITY MANAGEMENT & LABOUR CONTRACTOR.

Regd. Off. : H. No. 1193/2, Gaikar Bldg., Opp. Hanuman Mandir, Ghansoli, Navi Mumbai - 400 705
Tel: 022 - 65839299 / 300 Mail: sgmsmngt@yahoo.co.in Web: www.attledsecurity.in

Date: 17th Feb 2018

To,
West Gujarat Expressway Ltd.,
2nd Floor, Surya Complex,
150 Ring Road, Near Rosary School,
Rajkot 360005

Subject : Tender for Collection of Fee from the motor vehicle passing through Toll Plazas
at Km 156+700 village Bharudi and at Km 120+800 village Pithadiya on Rajkot Jetpur
Road section of NH-27 - Appointment of Agency for 365 days.

Dear Sir,

We hereby giving our quote for user fee collection of Rs. 61,50,00,000 (Rupees Sixty One Cr Fifty Lakh only) for 1 year i.e from 1st April 2018 to 31st March 2019.

Thanking you

4.5.2.6 Extract of COD – EMSL Dated 21 February 2018

COMMITTEE OF DIRECTORS-APPROVAL MEMORANDUM			
Date:	21* February, 2018	Department:	Eisamex Maintenance Services Ltd.
Control No.:			
Approving Authority	Committee of Directors		
Subject: Submission of Offer for collection of User fee from Toll plaza at Km: 156+800 village Bharudi and at Km :120+700 village Pithadiya on Jetpur Gondal Rajkot section of NH-27 (Old NH - 8B).			
<p>Background:</p> <p>Eisamex Maintenance Services Limited(EMSL) is engaged in Collection of user fee for West Gujarat Expressway Limited from Toll plaza at Km: 156+800 village Bharudi and at Km: 120+700 village Pithadiya on Jetpur Gondal Rajkot section of NH-27 (OLD NH_8B) for one year (FY 2017-18). Being Existing agency, to continue the Collection of user fee in the project, ITNL asked EMSL to submit its revised quote for the same for FY 2018-19. The Existing work order for FY 2017-18, between ITNL and EMSL is Rs 65.5 Crores.</p>			
<p>Proposal:</p> <p>It is proposed to submit the offer in the name of Eisamex Maintenance Services Limited(EMSL) due to following reasons.</p> <ol style="list-style-type: none"> (1) EMSL is meeting the eligibility criteria in terms of Technical Eligibility, Net-worth, Net Cash Accruals and Works Experience of Toll Collection on SH/NH/Expressway. (2) We are already having presence in the project for exactly same nature of work. (3) Project is having good potential of traffic growth. (4) EMSL's turnover and profit would get enhanced. <p>Considering Current collection and potential traffic growth in project, EMSL is proposed to submit the bid offer with following strategy.</p> <ol style="list-style-type: none"> 1. To quote the amount of Rs. 71,00,00,000/- (Seventy-One Crores) for 365 days. The figure is based on Average Collection of 2017-18 and considering expected potential increase of revenue around 10-15% in 2018-19. 2. Performance Security of Rs.71,00,000/- (Rupees Seventy-One Lacs) is to be submitted in form of corporate Guarantee, if declared H1 and awarded to EMSL. 			

Approval: - Following Approvals are requested from the Director's Committee:				
<ol style="list-style-type: none"> 1. Submission of the offer for the Project by EMSL. 2. To quote the amount of Rs. 71,00,00,000/- (Seventy-One Crores) for 365 days. 3. Submission of Performance Security of Rs. Rs.71,00,000/- (Rupees Seventy-One Lacs) in form of corporate Guarantee. 4. Execute and Submit Power of Attorney in favour of Mr. M B. Bajulge and Rajiv Dubey to act on behalf of EMSL and authorize these individuals to enter an agreement with WGEL and/or suitable sub-contractors/supplier. 				
Enclosures:		NIL		
Initiated by	Recommended by:	Treasury	Group CFO	Chief Executive
Mr. Rajiv Dubey	Mr.M.B. Bajulge	Mr. Ajay Menon	Mr. Dilip Bhatia	Mr. Mukund Sapre
Approval of Cod:				

4.5.2.7 Extract of WGEL PIM

West Gujarat Expressway Limited
(Jetpur – Gondal - Rajkot bypass Road Project)



Project Information Memorandum

February 2005

Arranger

IL&FS INVESTSMART
IL&FS Investsmart Limited
Syndication Division

(2) Profitability Projections

A summary of profitability projections for select years of operation is given below:

FY	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	(Rs mn)
Toll Revenue	457	486	534	577	606	673	724	786	853	895	990	1060	
NHAI Grant	160	60	0	-100	-100	-200	-250	-350	-350	-400	-525	-525	
Interest Income	15	28	32	30	22	16	16	16	16	11	9	15	
Total revenue	632	574	566	507	529	489	490	452	519	506	474	551	
Operating Expenses	82	83	89	92	86	100	104	108	112	104	121	126	
PBDIT	550	489	478	415	443	389	387	344	407	402	353	424	
Depreciation	150	150	150	150	162	174	174	174	174	198	225	225	
Interest on Senior Debt	91	116	105	89	73	58	45	32	19	9	3	0	
Interest on Sub Debt	43	43	41	37	32	28	24	19	15	11	6	2	
Profit Before Tax	266	180	181	139	176	129	144	118	199	184	118	197	
Tax	21	0	0	0	0	0	11	24	61	66	53	89	
Profit After Tax	245	180	181	139	176	129	132	94	137	118	64	107	
Dividend	0	0	163	125	159	116	119	85	123	106	58	97	
Net Cash Accruals	395	330	168	144	179	187	187	183	188	210	232	236	

4.5.2.8 Extract of MCAM Dated 21 February 2018

<u>Approval Memorandum</u>	
Management Committee	
Date- <u>February 21, 2018</u>	Department: Toll Auction
Control No: MC/ / 2017-18 <u>688</u>	Project : Jetpur-Gondal-Rajkot (WGEL)
Approving Authority : Management Committee	

Proposal: Award of issuance of Toll Collection (Auction) Agreement for WGEL Project.

Background:

West Gujarat Expressway Limited (Concessionaire) has entered in to Concession Agreement with NHAI signed on 22nd March, 2005 for widening of the existing Jetpur- Gondal Section (Km. 117+000 to Km. 143+000) from two- lane to four- lane; Improvements on the existing four - laning of Gondal - Rajkot Section (Km. 143+000 to km. 175+000) and Widening of the existing Rajkot Bypass (Km. 175+000 to Km 185+000) from two-lane to four-lane on National Highway No. 8 B (NH-8B) in Gujarat on Design, Build, Finance, Operate and Transfer (DBFOT) PPP Basis.

The company has estimated the potential toll collection for the period of 365 (for the financial year 2017) days from the date of appointment is Rs. 54.00 Cr and first round of bidding was invited on 02nd February, 2016 but no bid was received. The company had re-invited (2nd tender) on 15th July, 2016 but still there was no bid was received. Then the company once again re-invited the tender 3rd round of bidding on 20th December, 2016 with lowering the estimated toll collection/reserve price to Rs. 53.00 Cr. Single bidder i.e. M/s Elsamex Maintenance Services Limited (EMSL) has submitted the bid with quoted value of Rs 52.00 Cr. Accordingly, WGEL signed the agreement with SPV for the period of 43 days from 17th February, 2017 to 31st March, 2017 on pro-rata basis.

WGEL requested EMSL to submit the revised proposal for the year 2017-18 financial year, EMSL has been offered Rs. 65.50 Cr for the year 2017-18, based on the proposal received from EMSL, WGEL entered with EMSL Auction Agreement for the year 2017-18 for the price Rs. 65.50 Cr.

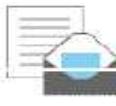
WGEL has received proposals from SGMS Maintenance Service, Elsamex Maintenance Services Ltd & NPS facilities for Toll Auction amount for year FY 18-19.

4.5.3 Potential anomalies noted in obtaining quotations from EMSL for O&M of KSEL Project:

4.5.3.1 Extract of Internal Audit Report:

INTERNAL AUDIT REPORT																							
We have conducted the Internal Audit of IL&FS Transportation Networks Limited ("ITNL / the Company") of the following areas for the period 01.12.2016 to 31.03.2017.																							
Sr. No.	Observations	ITNL Reply																					
D	OPERATIONS																						
1.	Process of obtaining quotations from O&M Vendors:																						
	<p>Background: As per the existing process, there should be a due date for obtaining quotations from vendors. In exception cases due date can be extended for obtaining quotations. Any quotations received after the extended date should not be accepted.</p> <p>Comments: It was observed that in the following cases due date for obtaining quotations had been extended. Though quotation from external vendor was received within extended due date, quotation from Elsamex Maintenance Services Ltd (EMS) had been received after extended due date. However, there was no formal approval from competent authority as per the Delegation of Authority Matrix for obtaining quotations from EMS after the extended due date.</p> <table border="1"> <thead> <tr> <th>Vendor Name</th> <th>Due Date</th> <th>Extended date</th> <th>Quote recd. on</th> </tr> </thead> <tbody> <tr> <td>KSEL -</td> <td>09.01.2017</td> <td>25.01.2017</td> <td>02.02.2017</td> </tr> <tr> <td>Elsamex</td> <td>09.01.2017</td> <td>25.01.2017</td> <td>20.01.2017</td> </tr> <tr> <td>Skylark</td> <td>09.01.2017</td> <td>25.01.2017</td> <td>20.01.2017</td> </tr> <tr> <td>Mark -O- Line</td> <td>09.01.2017</td> <td>25.01.2017</td> <td>20.01.2017</td> </tr> </tbody> </table> <p>If needs to be ensured that all communications for extension of due date with the approval of competent authority are documented.</p>	Vendor Name	Due Date	Extended date	Quote recd. on	KSEL -	09.01.2017	25.01.2017	02.02.2017	Elsamex	09.01.2017	25.01.2017	20.01.2017	Skylark	09.01.2017	25.01.2017	20.01.2017	Mark -O- Line	09.01.2017	25.01.2017	20.01.2017	<p>The extension date scheduled in case of KSEL was 25th January, 2017. Out of all three agencies approached, EMSL had sought some clarifications on scope of services which were resolved by having subsequent telephonic conversation/calls with them, which ultimately resulted to arrive at the final price & submit their proposal by 2nd February, 2017.</p> <p>Going forward all extension and approval shall be formally documented.</p> <p>However, necessary approval of MCA for contract is available on record.</p>	
Vendor Name	Due Date	Extended date	Quote recd. on																				
KSEL -	09.01.2017	25.01.2017	02.02.2017																				
Elsamex	09.01.2017	25.01.2017	20.01.2017																				
Skylark	09.01.2017	25.01.2017	20.01.2017																				
Mark -O- Line	09.01.2017	25.01.2017	20.01.2017																				
	Nature & Level of Risk: Operational Medium																						

4.5.3.2 Extract of email communications extending deadline date and extract of MCAM showing EMSL bid received on 02 February 2017

	{In Archive} Re: Elsamex Enquiry Letter_Khed Sinnar Project_Award of O&M and Toll Operations Services  Lakhan Khatri to: anil.kumar, manoj.gupta Cc: MB Bajulge, Rajiv Dubey, RaviKumar Praveen, SP Singh <small>Archive: This message is being viewed in an archive.</small>	13-01-2017 12:05
<p>Dear Mr Manoj Gupta,</p> <p>as per the telephonic conversation, we are hereby extending the proposal submission date till 20th January, 2017</p>		
<p>please ensure the proposal submission within extended date</p> <p>regards</p> <p>Lakhan</p>		

	{In Archive} Re: Mark-O-Line_Khed Sinnar Project_Award of O&M and Toll Operations Services  Lakhan Khatri to: Kiran Jadhav Cc: RaviKumar Praveen, SP Singh <small>Archive: This message is being viewed in an archive.</small>	13-01-2017 12:04
<p>Dear Mr Kiran Jadhav,</p> <p>as per the telephonic conversation, we are hereby extending the proposal submission date till 20th January, 2017</p>		
<p>please ensure the proposal submission within extended date</p> <p>regards</p> <p>Lakhan</p>		

 {In Archive} Re: Skylark_Award of O&M and Toll Operations Services 
Lakhan Khatri to: Abhinav Mcarthur
 Cc: RaviKumar Praveen, SP Singh
 Archive: This message is being viewed in an archive.
 13-01-2017 12:04

Dear Mr Abhinav,

as per the telephonic conversation, we are hereby extending the proposal submission date till 20th January, 2017

please ensure the proposal submission within extended date

regards

Lakhan

Date: <i>February 18, 2017</i>	Department: Operations & Maintenance
Control No: MC / <i>64</i> / 2016-17	
Approving Authority:	Management Committee

Proposal: Approval for Related Party Transaction for Award of Operations & Maintenance Work for Khed Sinnar Expressway Limited (KSEL).

Background

Khed Sinnar Expressway Limited (Concessionaire/KSEL) has entered in to Concession Agreement with National Highway Authority of India on 9th May, 2013 for development & operations Khed Sinnar Road Section of m. 42+000 to 177+000 (Design Length - 137.946 Km) in the state of Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Toll Basis.

The Project has achieved Commercial Operations Date (COD) on 31th January, 2017. ITNL has to enter in to O&M agreement with Concessionaire for the Project and therefore requires appointing an agency for carrying out Operations & Maintenance and Toll Collection for the project highway.

It is proposed to appoint an agency for the said work for a period of concession period with back to back arrangement as per the scope & terms of O&M agreement between KSEL & ITNL.

Details of quotes received from above agencies are as follows:

Sr. No.	Agency Name	Mark-O-Line Infra Private Limited	Elsamex Maintenance Services Limited	Skylark Highway Solutions Limited	Remark
1	Price Quoted	1,02,00,000/- 12,24,00,000/-	65,00,000/- 7,80,00,000/-	1,15,83,143/- 13,89,97,716/-	Rs./ Month Rs./ annum
2	Variable cost estimates	12,91,385/- 1,54,96,620/-	12,05,000/- 1,44,60,000/-	12,78,875/- 1,53,46,495/-	Rs./ Month Rs./ annum
3	Total cost	13,78,96,620/-	9,24,60,000/-	15,43,44,211/-	Rs./ annum
	Submission Date	20 th Jan-17	2 nd Feb-17	20 th Jan-17	

4.6 Potential issues with regard to excess interest cost on borrowings

4.6.9 Potential issues with regard to excess interest cost on borrowings - SBHL

4.7 Potential misrepresentation to stakeholders of ITNL and its SPVs

4.7.1 Potential misrepresentation of the financial position of ITNL and its SPVs to stakeholders

4.7.1.1 Extract of ITNL Annual Report for F.Y 2013-14, regarding accounting policy followed by ITNL

Notes

Forming part of the Consolidated Financial Statements for the year ended March 31, 2014

NOTE 1 : PRINCIPLES OF CONSOLIDATION, SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Consolidation:

- (a) The Consolidated Financial Statements ("CFS") relates to IL&FS Transportation Networks Limited (the "Company"), its subsidiaries, jointly controlled entities, jointly controlled operations and associates. The Company, its subsidiaries, jointly controlled entities and jointly controlled operations constitute "the Group".
- (b) The CFS are prepared in accordance with the Generally Accepted Accounting Principles in India, where applicable, Accounting Standards notified by the Companies (Accounting Standards) Rules, 2006 ((which continue to be applicable in respect of Section 133 of the Companies Act, 2013 in terms of General Circular 15/2013 dated September 13, 2013 of the Ministry of Corporate Affairs) and Exposure Draft on the Guidance Note on Accounting for Service Concession Agreement (SCA) for Public-to-Private SCA to the extent it does not conflict with current Accounting Standards.
- (c) The preparation of the financial statements requires the management to make estimates and assumptions considered in the reported amounts of assets and liabilities (including contingent liabilities) as of the date of the consolidated financial statements, the reported income and expenses during the reporting period. Management believes that the estimates used in the preparation of its consolidated financial statements are prudent and reasonable. Actual results could differ from these estimates. In case the actual results are different are those from estimates, the effect thereof is given in the consolidated financial statements of the period in which the events materialise.

B. Principles of Consolidation:

- (a) The CFS have been prepared by the Company in accordance with Accounting Standards (AS) 21 on "Consolidated Financial Statements", AS 27 on "Financial Reporting of Interests in Joint Ventures" and AS 23 on "Accounting for Investments in Associates in Consolidated Financial Statements".

Investments in Associates are accounted for under the equity method in accordance with AS 23 on "Accounting for Investments in Associates in Consolidated Financial Statements".

The financial statements of the Company and its subsidiaries have been combined on a line by line basis by adding together the book values of like

items of assets, liabilities, income and expenses after eliminating intra-group balances and intra-group transactions resulting in unrealised profits or losses.

As the financial assets and intangible assets recognized under service concession arrangement are acquired in exchange for infrastructure construction / upgrading services, gains / losses on intra group transactions are treated as realized and not eliminated on consolidation.

In case of foreign subsidiaries, revenue items are consolidated by applying the average rate prevailing during the period to the foreign currency amounts. All assets and liabilities are consolidated by applying the rates prevailing at the period end to the foreign currency amounts. Shareholder's Funds are consolidated by applying the transaction date rates to the foreign currency amounts.

- (b) The accounting policies of subsidiaries have been adjusted, as necessary and to the extent practicable, so as to ensure consistent accounting within the Group.
- (c) The excess of cost of the Group's investments in each subsidiary, jointly controlled entity and associates over the Group's share in equity of such entities, at the date on which such investment is made, is recognised as Goodwill and included as an asset in the Consolidated Balance Sheet. The excess of the Group's share in equity of each subsidiary, jointly controlled entity and associates at the date on which the investment is made, over the cost of the investment is recognised as Capital Reserve and included as Reserves and Surplus under Shareholders' Equity in the Consolidated Balance Sheet. Any change in the cost of the investment in subsidiary or jointly controlled entity post the acquisition thereof is effected by way of change in the goodwill on consolidation or capital reserve on consolidation, as the case may be.
- (d) Minority interest in the net assets of subsidiaries consists of amounts of equity attributable to the minority shareholders at the dates on which investments are made by the Company in the subsidiaries and further movements in their share in the equity, subsequent to the dates of investments.
- (e) The financial statements of the subsidiaries, associates and joint ventures used in the consolidation are drawn up to the same reporting date as that of the Company i.e. March 31, 2014 except for one overseas subsidiary viz. Eissamex.

4.7.1.2 Extract of an email dated 19 November 2015 which was sent by Bharati Pawani to Vijay Kini

From: Bharati Parwani/IFSL
 To: Vijay Kini/ITNL@ILFS
 Cc: Dilip Bhatia/ITNL@ILFS, Ajay Menon/ITNL@ILFS, Lubna Usman/IFSL@ILFS, Sachin Mohite/ITNL@ILFS, Chaitanya Kodukula/IFSL@ILFS, Amarnath De/IFSL@ILFS
 Date: 19-11-15 12:56 PM
 Subject: Fw: Information Required in respect of ITNL - IDBI

Dear Vijay

Please can your help is in providing data on Past 1/2/3 years performance of the group companies / All these SPVs viz. Gross Income, EBIDTA, PAT, TOL,

4

Networth etc.

It is required for a proposal of ITNL HoldCo funding with IDBI Bank , which is processing for Rs 1500 cr limit based on discussions with IL&FS senior management

While the financials for each group company is available on website, it is quite voluminous data, hence would help if you can share snapshot for ITNL SPVs

4.7.1.3 Extract of an email dated 08 January 2016 which was sent by Bharati Pawani to Dilip Bhatia

From: Bharati Parwani/IFSL
 To: Dilip Bhatia/ITNL@ILFS
 Cc: Ajay Menon/ITNL@ILFS, Amarnath De/IFSL@ILFS, Ashish Patel/ITNL@ILFS, Lubna Usman/IFSL@ILFS, Nitish Agarwal/IFSL@ILFS, Sachin Mohite/ITNL@ILFS, Vijay Kini/ITNL@ILFS
 Date: 08-01-16 02:56 PM
 Subject: Re: Information Required in respect of ITNL - IDBI

Dear Dilip

Please get the nos arranged urgently by evening today as tomorrow is bank holiday but bank still working on our proposal . We are already late for C4 on Jan 12 and now atleast need to target Jan 15 meeting

A suggestion is that EBDITA nos whether SCA or IGAAP , whatever works for ITNL to provide given the timelines , is required for all ITNL projects and its subsidiaries. The data on Elsamex and other international subsidiaries if difficult or taking time to be given each companywise, may be given on consol basis for all the following parameters

Name of the Subsidiary	Share capital	Reserve & Surplus	Revenue	EBIDTA	PAT	Holding %
------------------------	---------------	-------------------	---------	--------	-----	-----------

In event it is not possible till evening today let us know, we will convey to the bank to manage with PAT nos .

We propose to give the bank writeup on projects proposed to be refinanced which will result in improvement in PAT of those SPVs and will bring liquidity to the Holdco . Will share draft of the same for your views as well

4.7.1.4 Extract of an email dated 08 January 2016 which was sent by Dilip Bhatia to Bharati Parwani

From: Dilip Bhatia/ITNL
To: Bharati Parwani/IFSL@ilfs
Cc: Ashish Patel/ITNL@ilfs, Ajay Menon/ITNL@ilfs, Lubna Usman/IFSL@ilfs, Sachin
1

Mohite/ITNL@ilfs, Nitish Agarwal/IFSL@ilfs, Amarnath De/IFSL@ilfs, Vijay
Kini/ITNL@ilfs
Date: 01/08/2016 12:31 PM
Subject: Re: Information Required in respect of ITNL - IDBI

Pls prepare both scenarios and take a call who none looks good and be given
Sent from my iPhone

4.7.1.5 Extract of an email dated 08 January 2016 which was sent by Ashish Patel to Bharati Parwani

From: Ashish Patel/ITNL
To: Ajay Menon/ITNL@ILFS
Date: 08-01-2016 19:24
Subject: Re: Fw: Information Required in respect of ITNL - IDBI

Discussed with Bharati.

Even though she has following file [she will forward SCA details as the same is better.]

She has assured she will not share the entire file only relevant data will be shared.

Regards- Ashish

4.7.2 Potential anomalies in project cost projections represented to stakeholders

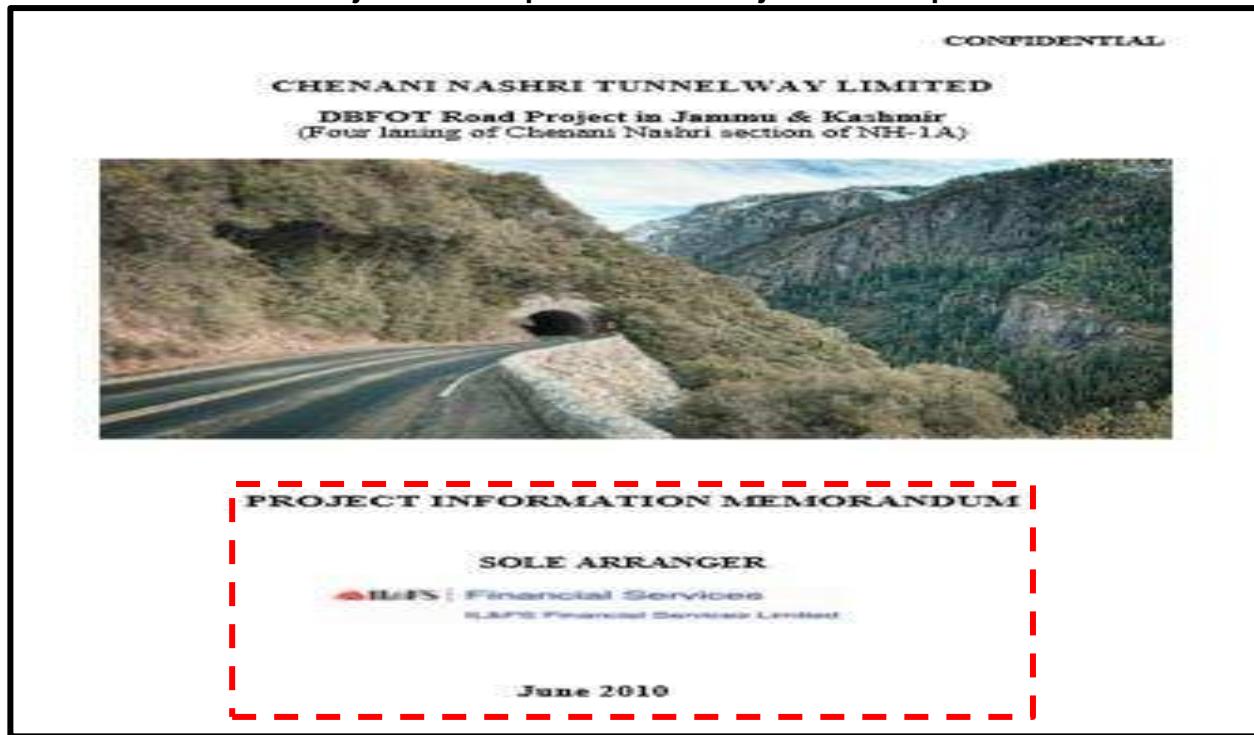
4.7.2.1 Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 13:18 PM			
Project General Information					
Project Name 4 laning of Chenani-Nashri section of NH 1A including 9 km long tunnel with parallel escape tunnel on BOT (Annuity) basis Project Brief The project involved four-laning of Chenani- to Nashri section of NH-1A from 89.00 km to 130.00 km (new alignment) including 9 km long tunnel (2-lane) with parallel escape tunnel in Jammu & Kashmir under NHDP-II.					
Sector	Transport	Project Status	Operation and Maintenance Stage		
Sub-Sector	Roads and bridges	Nodal Authority	Centre		
Project Capacity	41.0 KM (Kilometer)	Concession Duration	240		
Location	Jammu & Kashmir	Bid Parameter	Annuity		
Type of PPP	Build-Operate-Transfer (BOT) Annuity				
Government/Non Government	Government				
Any Other Information	This is a PPPAC Recommended Project. Consultant: Eurostudios S.L. in association with Segmental Cons.				
Project Authority					
Name Of Authority	National Highways Authority of India (NHAI)	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		
Project Contractor					
Name Of Authority	Chenani Nashri Tunnelway Limited	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		

4.7.2.2 Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL

Project Timeline			
Concession Agreement Signing Date	28-Jun-2010	Date to Start of Commercial Operation (as per Concession Agreement)	22-May-2016
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	Not Applicable
Apointed Date	23-May-2011	Concession End Date (as per Concession Agreement)	27-Jun-2030
Construction Completion Date (as per Concession Agreement)	22-May-2016	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Private	Project Cost (as per Concession Agreement) in Rs Crore	2108.00
Type Of Grant	Not Available	Project Cost (Revised) in Rs. Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.3 Extract of Project Cost as per DEA and Project Cost as per PIM for CNTL



(a) Project Cost

The cost of the Project has been estimated at Rs 3,720 Cr

Table 2: Project Cost

Name of the Component	Amount (Rs Cr)
Development Cost	2,740.00
Management & Services Expenses	246.60
Preliminary & Preoperative Expenses	58.47
Interest During Construction (IDC)	674.93
TOTAL	3,720.00

4.7.2.4 Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 13:45 PM			
Project General Information					
<p>Project Name: Four Laning of Jorabat-Barapani section from km 0 to 61.8 of NH 40 under SARDP NE Phase A on BOT Annuity basis. Project Brief: The project involved four laning of Jorabat-Shillong (Barapani) section from km 0 to km 61.800 on NH-40 under SARDP-NE in Meghalaya.</p>					
Sector	Transport	Project Status	Under Construction		
Sub-Sector	Roads and bridges	Nodal Authority	Centre		
Project Capacity	61.8 KM (Kilometer)	Concession Duration	240		
Location	Meghalaya	Bid Parameter	Annuity		
Type of PPP	Build-Operate-Transfer (BOT) Annuity				
Government/Non Government	Government				
Any Other Information	This is a PPPAC Recommended Project. Consultant: Unihorn Indian Pvt. Ltd.				
Project Authority					
Name Of Authority	National Highways Authority of India (NHAI)	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		
Project Contractor					
Name Of Authority	Jorabat Shillong Expressway Limited	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		

4.7.2.5 Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL

Project Timeline			
Concession Agreement Signing Date	16-Jul-2010	Date to Start of Commercial Operation (as per Concession Agreement)	11-Jan-2014
Financial Closure Date	21-Oct-2010	Date to Start of Commercial Operation (Actual)	Not Applicable
Appointed Date	12-Jan-2011	Concession End Date (as per Concession Agreement)	11-Jan-2031
Construction Completion Date (as per Concession Agreement)	11-Jan-2014	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	536.00
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.6 Extract of Project Cost as per DEA and Project Cost as per PIM for JSEL

CONFIDENTIAL

JORABAT SHILLONG EXPRESSWAY LIMITED

**DBFOT Annuity Road Project in Assam & Meghalaya
(Four-laning of Jorabat - Shillong section of NH-40)**



PROJECT INFORMATION MEMORANDUM

Advisor & Arranger

ILSFS | Financial Services
ILSFS Financial Services Limited

August 2010

(9) Project Cost and Means of Financing

(a) Project Cost

The project cost has been estimated at Rs 824 Cr. The detailed break up of each of the cost elements is presented in the table below:

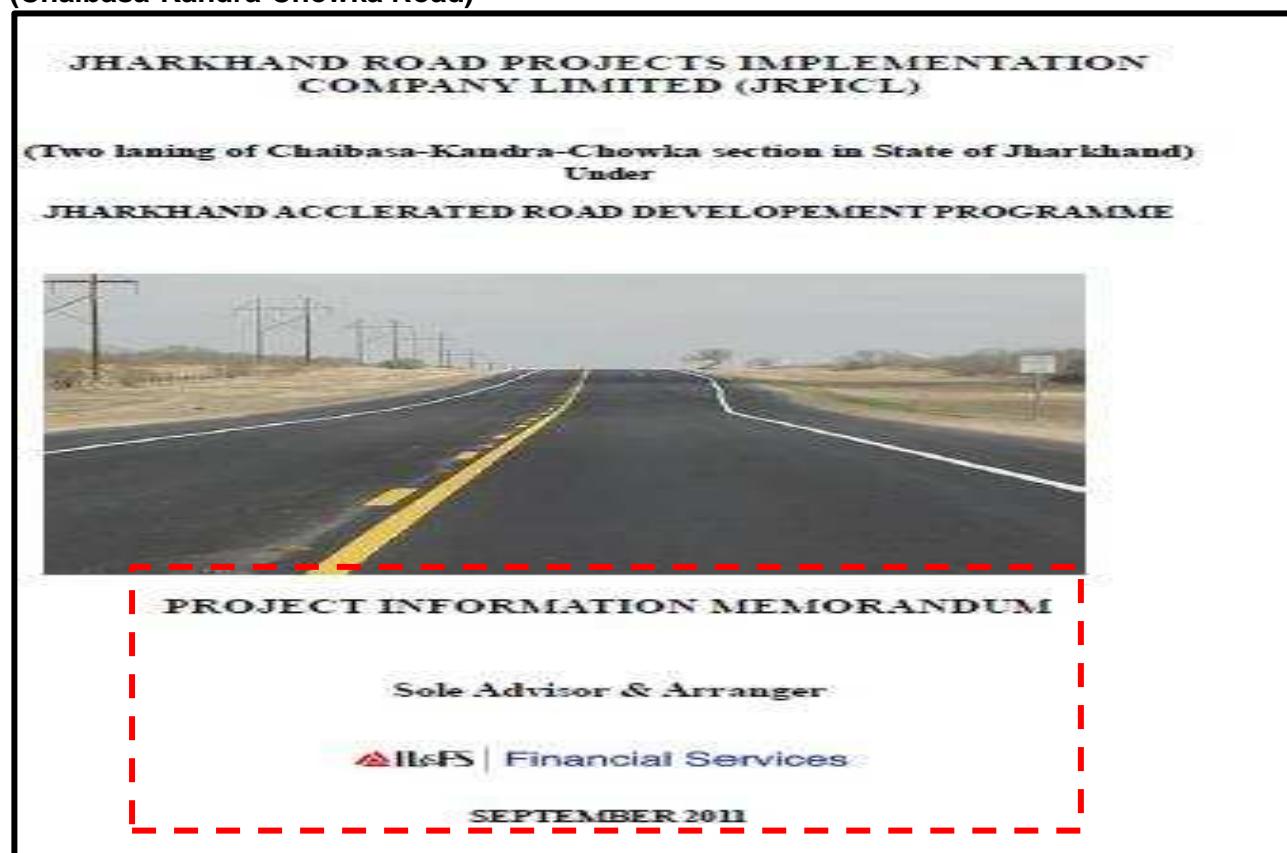
Table 4: Break up of Project Cost

Name of the Component	(Rs in Cr)
Development Cost	598.70
Management & Services Expenses	103.40
Preliminary and Pre Operative Expenses	20.12
IDC	101.78
TOTAL	824.00

4.7.2.7 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Chaibasa-Kandra-Chowka Road)

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 14:35 PM	
Project General Information			
Project Name	Road Upgradation (Chaibasa-Kandra-Chowka Road) Project	Project Status	Operation and Maintenance Stage State
Project Brief	The project involved two laning of Chaibasa-Kandra-Chowka Road in length of 68 Km.	Bid Parameter	Annuity
Sector	Transport	Concession Duration	204
Sub-Sector	Roads and bridges	Nodal Authority	
Project Capacity	68.7 KM (Kilometer)		
Location	Jharkhand		
Type of PPP	Build-Operate-Transfer (BOT) Annuity		
Government/Non Government	Government		
Any Other Information	Not Applicable		
Project Authority			
Name Of Authority	Road Construction Department, Jharkhand	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	443-A, Road No. : 05, Ashok Nagar, Ranchi - 834002	Fax	Not Applicable
Project Contractor			
Name Of Authority	Jharkhand Road Projects Implementation Company Limited	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	Not Available	Fax	Not Applicable
Project Timeline			
Concession Agreement Signing Date	28-May-2011	Date to Start of Commercial Operation (as per Concession Agreement)	26-May-2014
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	30-Nov-2014
Appointed Date	27-Nov-2011	Concession End Date (as per Concession Agreement)	27-May-2028
Construction Completion Date (as per Concession Agreement)	26-May-2014	Revised end date of the concession, if any	30-Nov-2029
Construction Completion Date (Actual)	30-Nov-2014	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	432.99
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	432.99

**4.7.2.8 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL
(Chaibasa-Kandra-Chowka Road)**



(9) Project Cost and Means of Finance

(a) Project Cost:

The summary of Project Cost is as under:

Particulars	(Amt in Rs Cr)
Development Cost	369
Administration/ Other Establishment Cost	35

17

HSFS | Financial Services

KHAND ROAD PROJECTS IMPLEMENTATION CO LTD – Chaibasa –Kandra-Chowka Confidential

Preliminary expenses	22
IDC	65
Total	491

**4.7.2.9 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL
(Patratu Dam-Ramgarh)**

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 14:33 PM			
Project General Information					
Project Name: Road Upgradation (Patratu Dam-Ramgarh) Project Project Brief: The project involved four laning of road from Patratu Dam to Ramgarh road in length of 27 Km on BOT (Annuity) basis					
Sector	Transport	Project Status	Operation and Maintenance Stage State		
Sub-Sector	Roads and bridges	Nodal Authority			
Project Capacity	27.118 KM (Kilometer)	Concession Duration	204		
Location	Jharkhand	Bid Parameter	Annuity		
Type of PPP	Build-Operate-Transfer (BOT) Annuity				
Government/Non Government	Government				
Any Other Information	Not Applicable				
Project Authority					
Name Of Authority	Road Construction Department, Jharkhand	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	443-A, Road No. : 05, Ashok Nagar, Ranchi - 834002	Fax	Not Applicable		
Project Contractor					
Name Of Authority	Jharkhand Road Projects Implementation Company Limited	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		
Project Timeline					
Concession Agreement Signing Date	14-Oct-2009	Date to Start of Commercial Operation (as per Concession Agreement)	12-Oct-2012		
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	30-Apr-2014		
Appointed Date	13-Apr-2010	Concession End Date (as per Concession Agreement)	13-Oct-2026		
Construction Completion Date (as per Concession Agreement)	12-Oct-2012	Revised end date of the concession, if any	30-Apr-2029		
Construction Completion Date (Actual)	30-Apr-2014	Concession End Date (Actual)	Not Applicable		
Project Costs					
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	326.83		
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable		
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	326.83		

**4.7.2.10 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL
(Patratu Dam-Ramgarh)**

JHARKHAND ROAD PROJECTS IMPLEMENTATION COMPANY LIMITED (JRPICL)													
(Four banding of Patratu Dam - Ramgarh Road section in State of Jharkhand)													
A JHARKHAND ACCELERATED ROAD DEVELOPMENT PROGRAMME													
													
PROJECT INFORMATION MEMORANDUM													
Advisor & Arranger  HSFS Financial Services Limited December 2009													
(9) Project Cost and Means of Finance													
(a) Project Cost:													
The summary of Project Cost is as under :													
<table border="1"> <thead> <tr> <th>Particulars</th> <th>(Amt in Rs Cr)</th> </tr> </thead> <tbody> <tr> <td>Construction Cost</td> <td>251</td> </tr> <tr> <td>Project Services Cost</td> <td>62</td> </tr> <tr> <td>Preliminary expenses</td> <td>33</td> </tr> <tr> <td>IDC</td> <td>36</td> </tr> <tr> <td>Total</td> <td>382</td> </tr> </tbody> </table>		Particulars	(Amt in Rs Cr)	Construction Cost	251	Project Services Cost	62	Preliminary expenses	33	IDC	36	Total	382
Particulars	(Amt in Rs Cr)												
Construction Cost	251												
Project Services Cost	62												
Preliminary expenses	33												
IDC	36												
Total	382												

4.7.2.11 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi-Patraru Dam Road)

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 14:36 PM			
Project General Information					
Project Name	Road Upgradation (Ranchi-Patraru Dam Road) Project				
Project Brief	The project involved four laning of road from Ranchi to Patraru Dam in length of 35 km in Jharkhand.				
Sector	Transport	Project Status	Operation and Maintenance Stage State		
Sub-Sector	Roads and bridges	Nodal Authority			
Project Capacity	35.118 KM (Kilometer)	Concession Duration	204		
Location	Jharkhand	Bid Parameter	Annuity		
Type of PPP	Build-Operate-Transfer (BOT) Annuity				
Government/Non Government	Government				
Any Other Information	Not Applicable				
Project Authority					
Name Of Authority	Road Construction Department, Jharkhand	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	443-A, Road No. : 05, Ashok Nagar, Ranchi - 834002	Fax	Not Applicable		
Project Contractor					
Name Of Authority	Jharkhand Road Projects Implementation Company Limited	Email	Not Available		
Name Of Contact Person	Not Available	Phone	Not Available		
Address	Not Available	Fax	Not Applicable		
Project Timeline					
Concession Agreement Signing Date	14-Oct-2009	Date to Start of Commercial Operation (as per Concession Agreement)	12-Oct-2012		
Financial Closure Date	25-Mar-2010	Date to Start of Commercial Operation (Actual)	12-Oct-2012		
Appointed Date	13-Apr-2010	Concession End Date (as per Concession Agreement)	13-Oct-2026		
Construction Completion Date (as per Concession Agreement)	12-Oct-2012	Revised end date of the concession, if any	12-Oct-2027		
Construction Completion Date (Actual)	12-Oct-2012	Concession End Date (Actual)	Not Applicable		
Project Costs					
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	263.86		
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable		
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	263.86		

**4.7.2.12 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL
(Ranchi-Patratal Dam Road)**

**JHARKHAND ROAD PROJECTS IMPLEMENTATION
COMPANY LIMITED (JRPICL)**

(Four laning of Ranchi - Patratu Dam Road section in State of Jharkhand)

A JHARKHAND ACCELERATED ROAD DEVELOPMENT PROGRAMME



PROJECT INFORMATION MEMORANDUM

Advisor & Arranger

IL&FS Financial Services Limited

December 2009

(9) Project Cost and Means of Finance

(a) Project Cost:

The summary of Project Cost is as under :

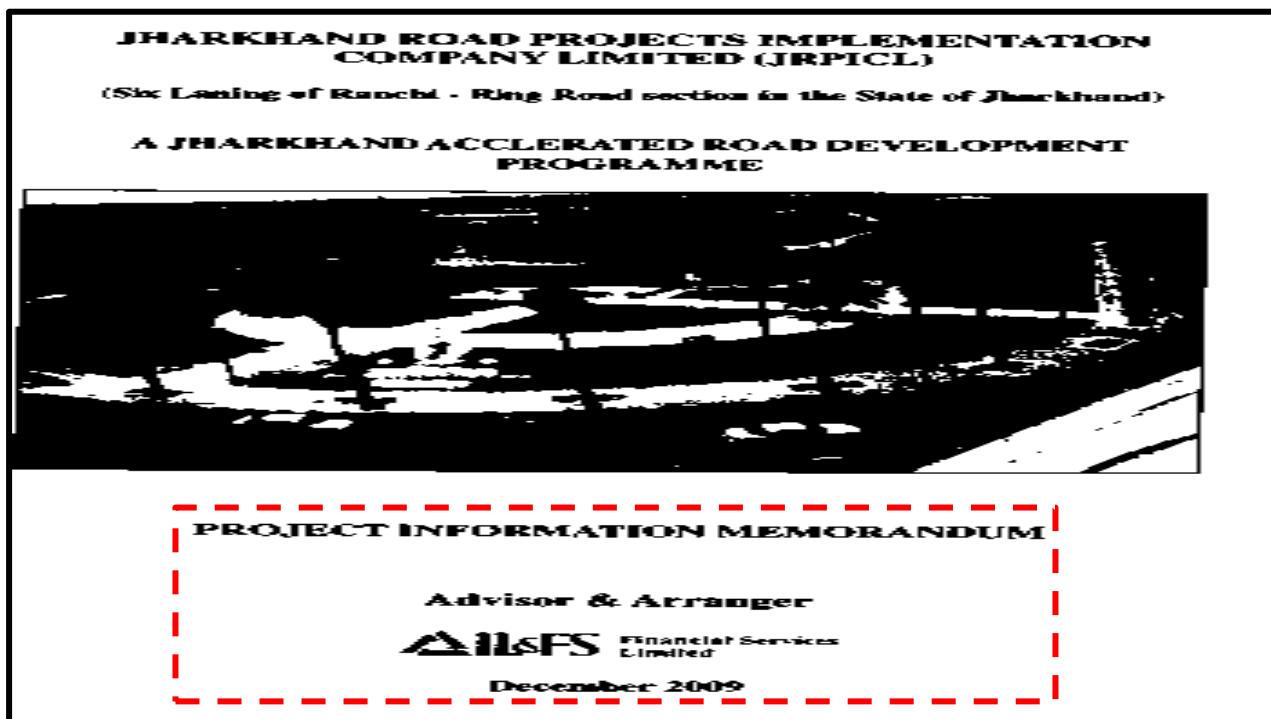
Table 6: Project Cost

Particulars	Rs in cr
Construction Cost	203
Project Services Cost	49
Preliminary & Pre-operative Expenses	27
IDC	28
Total	307

4.7.2.13 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL (Ranchi Ring Road)

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India																																			
Project Details		Information available as on 07-May-2020 14:36 PM																																	
Project General Information																																			
<table border="1"> <tr> <td>Project Name</td><td>Ranchi Ring Road Project (Section III, IV, V & VI)</td><td>Project Brief</td><td>The project envisages six laning of Ranchi ring road in length of 36 Km.</td></tr> <tr> <td>Sector</td><td>Transport</td><td>Project Status</td><td>Operation and Maintenance Stage State</td></tr> <tr> <td>Sub-Sector</td><td>Roads and bridges</td><td>Nodal Authority</td><td></td></tr> <tr> <td>Project Capacity</td><td>36.192 KM (Kilometer)</td><td>Concession Duration</td><td>204</td></tr> <tr> <td>Location</td><td>Jharkhand</td><td>Bid Parameter</td><td>Annuity</td></tr> <tr> <td>Type of PPP</td><td>Build-Operate-Transfer (BOT) Annuity</td><td></td><td></td></tr> <tr> <td>Government/Non Government</td><td>Government</td><td></td><td></td></tr> <tr> <td>Any Other Information</td><td>Not Applicable</td><td></td><td></td></tr> </table>				Project Name	Ranchi Ring Road Project (Section III, IV, V & VI)	Project Brief	The project envisages six laning of Ranchi ring road in length of 36 Km.	Sector	Transport	Project Status	Operation and Maintenance Stage State	Sub-Sector	Roads and bridges	Nodal Authority		Project Capacity	36.192 KM (Kilometer)	Concession Duration	204	Location	Jharkhand	Bid Parameter	Annuity	Type of PPP	Build-Operate-Transfer (BOT) Annuity			Government/Non Government	Government			Any Other Information	Not Applicable		
Project Name	Ranchi Ring Road Project (Section III, IV, V & VI)	Project Brief	The project envisages six laning of Ranchi ring road in length of 36 Km.																																
Sector	Transport	Project Status	Operation and Maintenance Stage State																																
Sub-Sector	Roads and bridges	Nodal Authority																																	
Project Capacity	36.192 KM (Kilometer)	Concession Duration	204																																
Location	Jharkhand	Bid Parameter	Annuity																																
Type of PPP	Build-Operate-Transfer (BOT) Annuity																																		
Government/Non Government	Government																																		
Any Other Information	Not Applicable																																		
Project Authority																																			
Name Of Authority	Road Construction Department, Jharkhand	Email	Not Available																																
Name Of Contact Person	Not Available	Phone	Not Available																																
Address	443-A, Road No. : 06, Ashok Nagar, Ranchi - 834002	Fax	Not Applicable																																
Project Contractor																																			
Name Of Authority	Jharkhand Road Projects Implementation Company Limited	Email	Not Available																																
Name Of Contact Person	Not Available	Phone	Not Available																																
Address	Not Available	Fax	Not Applicable																																
Project Timeline																																			
Concession Agreement Signing Date	23-Sep-2009	Date to Start of Commercial Operation (as per Concession Agreement)	21-Sep-2012																																
Financial Closure Date	15-Mar-2010	Date to Start of Commercial Operation (Actual)	21-Sep-2012																																
Appointed Date	22-Mar-2010	Concession End Date (as per Concession Agreement)	22-Sep-2026																																
Construction Completion Date (as per Concession Agreement)	21-Sep-2012	Revised end date of the concession, if any	21-Sep-2027																																
Construction Completion Date (Actual)	21-Sep-2012	Concession End Date (Actual)	Not Applicable																																
Project Costs																																			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	620.10																																
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable																																
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	620.10																																

**4.7.2.14 Extract of Project Cost as per DEA and Project Cost as per PIM for JRPICL
(Ranchi Ring Road)**



(9) Project Cost and Means of Finance

(a) Project Cost:

The summary of Project Cost is as under:

Table 6: Project cost

Particulars	(Amt in Rs cr)
Construction Cost	477
Project Services cost	101
Preliminary expenses	72
IDC	69
Total	719

4.7.2.15 Extract of Project Cost as per DEA and Project Cost as per PIM for HREL

<p style="text-align: center;">www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India</p>			
Project Details		Information available as on 07-May-2020 13:51 PM	
Project General Information			
Project Name	Four laning of Hazaribagh-Ranchi stretch of NH33 from Km 40.5 to Km114 including Kujju bypass in Jharkhand on BOT (Annuity) Basis	Project Status	Operation and Maintenance Stage Centre
Project Brief	The project involved upgradation of road for the Hazaribagh-Ranchi section in a length of 75 km on NH-33 under NHDP-III	Bid Parameter	Not Available
Sector	Transport	Concession Duration	216
Sub-Sector	Roads and bridges	Nodal Authority	
Project Capacity	73.7 KM (Kilometer)		
Location	Jharkhand		
Type of PPP	Build-Operate-Transfer (BOT)		
Government/Non Government	Government		
Any Other Information	This is a PPPAC Recommended Project.		
Project Authority			
Name Of Authority	National Highways Authority of India (NHAI)	Email	Not Available
Name Of Contact Person	Not Available	Phone	(011)-25074100/200
Address	G-5 & G-6, Sector-10, Dwarka, New Delhi-110075, Delhi	Fax	25003507
Project Contractor			
Name Of Authority	Ranchi Hazaribagh Expressway Limited	Email	info@punjlloyd.com
Name Of Contact Person	Not Available	Phone	(011)-30614402/26466105
Address	C/o Punj Lloyd, Punj Lloyd House, 17-18, Nehru Place, New Delhi-110019, Delhi	Fax	26427812
Project Timeline			
Concession Agreement Signing Date	08-Oct-2009	Date to Start of Commercial Operation (as per Concession Agreement)	27-Jan-2013
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	30-Apr-2015
Apointed Date	01-Aug-2010	Concession End Date (as per Concession Agreement)	08-Oct-2027
Construction Completion Date (as per Concession Agreement)	27-Jan-2013	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	30-Apr-2015	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Private	Project Cost (as per Concession Agreement) in Rs Crore	594.75
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	625.07

4.7.2.16 Extract of Project Cost as per DEA and Project Cost as per PIM for HREL

Hazaribagh-Ranchi Expressway Limited *Confidential*

CONFIDENTIAL

**HAZARIBAGH-RANCHI EXPRESSWAY
LIMITED**

BOT Annuity Road Project in Jharkhand
(4-laning of Hazaribagh-Ranchi section of NH-33)



PROJECT INFORMATION MEMORANDUM

Advisor & Arranger

II&FS Financial Services Limited

December 2009

(9) Project Cost and Means of Financing

(a) Project Cost

The cost of the Project is estimated at Rs 869 cr, comprising of Rs 697 cr of hard costs and Rs 172 cr of soft costs. The hard cost estimates are based on the development contracts entered into with ITNL.

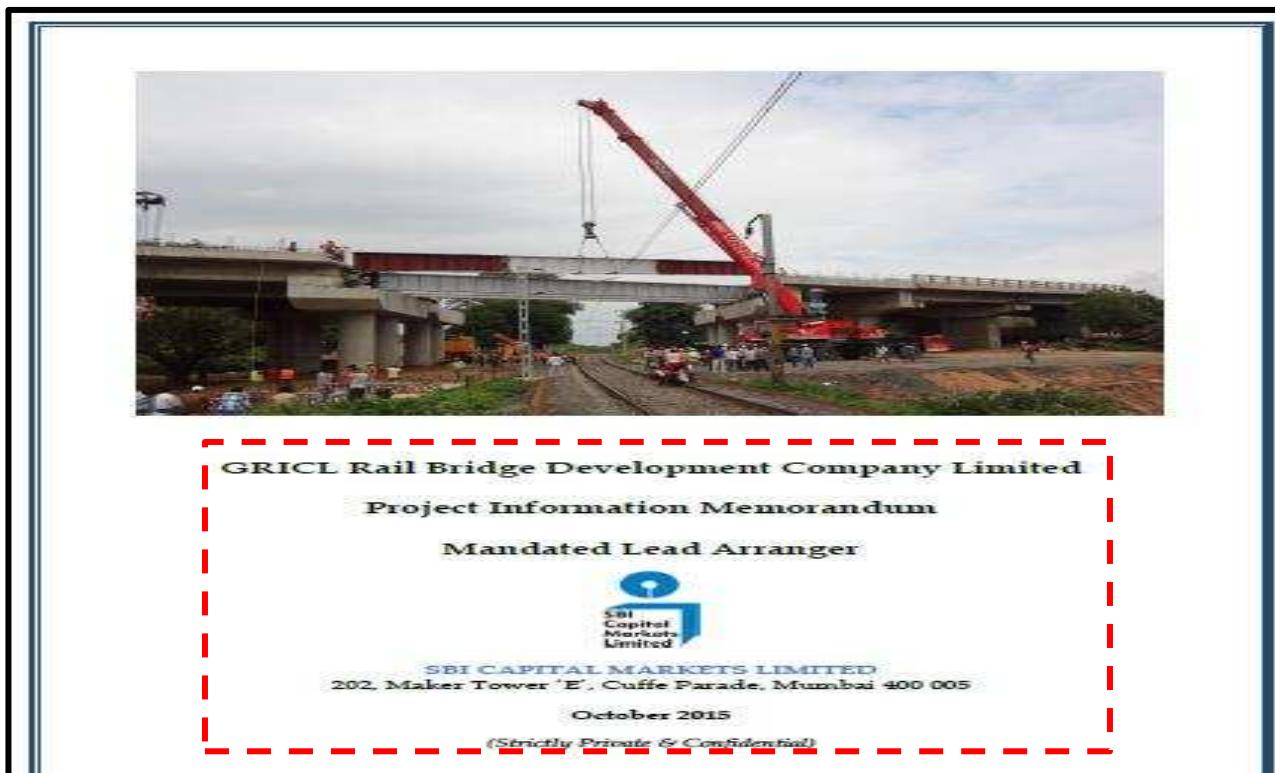
Details of the project cost estimates are as follows:

Cost Head	Rs cr
Development Cost	697
Project Management Cost	86
Preliminary & Financing Cost	12
IDC	74
Total	869

4.7.2.17 Extract of Project Cost as per DEA and Project Cost as per PIM for GRICL Rail Bridge Development Company Limited

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 14:15 PM	
Project General Information			
Project Name	Development of Railway Over Bridges in Gujarat[*]	Project Status	Pre-construction Stage
Project Brief	The project envisages Development of railway over bridges on Derol-Kalol road, Sadanpura-Bhalej road, Vadodara-Savli-Timba road, Nadiyad - Khambhat road , Harkundi Vejalpur road, Vyara-Kikakui road, Madhi Valod road and Virar-Surat road in Gujarat.	Nodal Authority	State
Sector	Transport	Concession Duration	210
Sub-Sector	Roads and bridges	Bid Parameter	Annuity
Project Capacity	Not Available		
Location	Gujarat		
Type of PPP	Build-Operate-Transfer (BOT) Annuity		
Government/Non Government	Government		
Any Other Information	Updated status for the project is not available.		
Project Authority			
Name Of Authority	Roads and Buildings Department, Gujarat	Email	secmb@gujarat.gov.in
Name Of Contact Person	Not Available	Phone	(079)-23251801/2/3/4
Address	The Secretary, Roads & Buildings Dept., Block No.14, 2nd Floor, New Sachivalaya, Gandhinagar-382010, Gujarat	Fax	2.3252509E7
Project Contractor			
Name Of Authority	GRICL Rail Bridge Development Company Limited	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	301, Shapath-1 Complex, Opp-Rajpath Club, Nr. Madhur Hotel, Sarkhej Highway, Ahmedabad-380015, Gujarat	Fax	Not Applicable
Project Timeline			
Concession Agreement Signing Date	25-Mar-2015	Date to Start of Commercial Operation (as per Concession Agreement)	Not Available
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	Not Applicable
Apointed Date	08-Oct-2016	Concession End Date (as per Concession Agreement)	24-Sep-2032
Construction Completion Date (as per Concession Agreement)	Not Available	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Private	Project Cost (as per Concession Agreement) in Rs Crore	198.00
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.18 Extract of Project Cost as per DEA and Project Cost as per PIM for GRICL Rail Bridge Development Company Limited



The break-up of the Estimated Project Cost are as follows:

(figures in Rs. Crore)

Development / EPC Cost	213.00
Pre-Operative Expenses	14.60
Interest During Construction	23.10
Total	250.70

4.7.2.19 Extract of Project Cost as per DEA and Project Cost as per PIM for JIICL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 14:39 PM	
Project General Information			
Project Name	Ranchi Ring Road Project - Section VII	Project Status	Under Construction
Project Brief	The project involves six-laning of Ranchi Ring Road (Section- VII) with paved/hard shoulder configuration from Kathitarr (on NH-75) to Karma (on NH-33).	Nodal Authority	State
Sector	Transport	Concession Duration	210
Sub-Sector	Roads and bridges	Bid Parameter	Not Available
Project Capacity	23.0 KM (Kilometer)	Government/Non Government	Government
Location	Jharkhand	Any Other Information	Not Applicable
Type of PPP	Build-Operate-Transfer (BOT) Annuity		
Project Authority			
Name Of Authority	Road Construction Department, Jharkhand	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	4th Floor, HEC,Project Building, Dhurwa, Ranchi-834004, Jharkhand	Fax	Not Applicable
Project Contractor			
Name Of Authority	Jharkhand Infrastructure Implementation Company Limited	Email	Not Available
Name Of Contact Person	Not Available	Phone	(022)-26533333/26593591
Address	C/o IL&FS Transportation Networks Ltd, The IL&FS Financial Centre,Plot C22,G Block, Bandra-Kurla Complex,Bandra East, Mumbai-400051, Maharashtra	Fax	2.6533295E7
Project Timeline			
Concession Agreement Signing Date	07-Aug-2015	Date to Start of Commercial Operation (as per Concession Agreement)	31-Jan-2018
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	Not Applicable
Apointed Date	Not Available	Concession End Date (as per Concession Agreement)	06-Aug-2032
Construction Completion Date (as per Concession Agreement)	31-Jan-2018	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	587.60
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.20 Extract of Project Cost as per DEA and Project Cost as per PIM for JIICL

JHARKHAND INFRASTRUCTURE IMPLEMENTATION COMPANY LIMITED (Improvement of Balance Works of Ranchi Ring Road - Section VII)															
															
Project Information Memorandum Rupee Term Loan Facility of Rs 480 crores Mandated Lead Arranger  December 2015 <i>(Strictly Private & Confidential)</i>															
<p>The break-up of the Estimated Project Cost is as follows:</p> <p style="text-align: center;">Table 1-7: Project Cost Break up</p> <p style="text-align: right;">(Rs. Crore)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #004a89; color: white;">Project Cost</th><th style="background-color: #004a89; color: white;">Amount</th></tr> </thead> <tbody> <tr> <td>Development Cost</td><td style="text-align: right;">502.00</td></tr> <tr> <td>Other Establishment Expenses</td><td style="text-align: right;">23.00</td></tr> <tr> <td>Preliminary Expenses</td><td style="text-align: right;">16.00</td></tr> <tr> <td>DSRA</td><td style="text-align: right;">25.00</td></tr> <tr> <td>IDC</td><td style="text-align: right;">76.00</td></tr> <tr> <td>Total Project Cost</td><td style="text-align: right;">640.00</td></tr> </tbody> </table>		Project Cost	Amount	Development Cost	502.00	Other Establishment Expenses	23.00	Preliminary Expenses	16.00	DSRA	25.00	IDC	76.00	Total Project Cost	640.00
Project Cost	Amount														
Development Cost	502.00														
Other Establishment Expenses	23.00														
Preliminary Expenses	16.00														
DSRA	25.00														
IDC	76.00														
Total Project Cost	640.00														

4.7.2.21 Extract of Project Cost as per DEA and Project Cost as per PIM for KSEL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 13:31 PM	
Project General Information			
Project Name	Four-laning a section between Khed-Sinnar section of NH 50 from km 42 to km 177 in Maharashtra on BOT (Toll) basis	Project Status	
Project Brief	The project involves four laning of Khed-Sinnar road from 42.00 km to 177.00 km of NH-50 under NHDP-IV B.	Nodal Authority	Operation and Maintenance Stage Centre
Sector	Transport	Concession Duration	240
Sub-Sector	Roads and bridges	Bid Parameter	Minimum grant
Project Capacity	137.9 KM (Kilometer)		
Location	Maharashtra		
Type of PPP	Build-Operate-Transfer (BOT) Toll		
Government/Non Government	Government		
Any Other Information	This is a PPPAC Recommended Project.		
Project Authority			
Name Of Authority	National Highways Authority of India (NHAI)	Email	nashik@nhai.org
Name Of Contact Person	Mr. P G. Khodaskar	Phone	0253-2372800
Address	The Project Director, NHAI, Subodh House, S.No.911/2, Flat No.4, Behind Vasan Toyota Showroom, Opp. Mumbai Agra Highway, Nashik, Maharashtra	Fax	Not Applicable
Project Contractor			
Name Of Authority	IL&FS Transportation Networks Ltd -Indian	Email	khedsinnar@gmail.com
Name Of Contact Person	Mr. S P. Singh	Phone	0253-2396566
Address	White House, Plot No. 5, Near ICICI Bank, 100 Feet Road, Behind ATM Union Bank of India, Indiranagar, Nashik -	Fax	Not Applicable
Project Timeline			
Concession Agreement Signing Date	08-May-2013	Date to Start of Commercial Operation (as per Concession Agreement)	10-Aug-2016
Financial Closure Date	30-Nov-2013	Date to Start of Commercial Operation (Actual)	30-Sep-2017
Appointed Date	12-Feb-2014	Concession End Date (as per Concession Agreement)	07-May-2033
Construction Completion Date (as per Concession Agreement)	10-Aug-2016	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	30-Sep-2017	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	1348.20
Type Of Grant	Project Development Grant	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	296.60	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.22 Extract of Project Cost as per DEA and Project Cost as per PIM for KSEL

IL&FS | Transportation
IL&FS Transportation Networks Ltd.

IDBI BANK

PROJECT INFORMATION MEMORANDUM



KHED SINNAR EXPRESSWAY LIMITED
(Promoted by IL&FS Transportation Networks Ltd.)

FOR
TERM LOAN OF ₹1100 CRORE

Lead Bank
IDBI Bank Limited
IDBI Tower, WTC Complex,
Cuffe Parade,
Mumbai - 400005

Joint Arranger
IL&FS Financial Services Ltd.
C22, G Block,
Bandra Kurla Complex, Bandra East,
Mumbai - 400051

(Strictly Private & Confidential)

August 2015

A. PROJECT COST

5.1 The Project Cost comprises the EPC related costs including the Construction cost, site related overheads and non-EPC project expenditures such as Preliminary & Pre-operative expenditure and overheads (including independent engineer's fees) and IDC. A summary of the Project Cost is as given below:

Particulars	Cost (₹ crore)	(%)
EPC Cost	1785.00	91.01%
Preliminary & Pre-operative Expenses and Overheads	40.69	2.07%
Interest during construction	54.30	2.77%
DSRA	81.28	4.14%
Total Project Cost (TPC)	1961.28	100.00%

4.7.2.23 Extract of Project Cost as per DEA and Project Cost as per PIM for PSRDCL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 13:35 PM			
Project General Information					
Project Name Four laning of Pune-Solapur NH-9 road in length of 110 km under NHDP-IIIB (Pkg-I) Project Brief The project involved four laning of Pune-Solapur road of NH-9 under NHDP-IIIB.					
Sector	Transport	Project Status	Operation and Maintenance Stage Centre		
Sub-Sector	Roads and bridges	Nodal Authority			
Project Capacity	110.0 KM (Kilometer)	Concession Duration	228		
Location	Maharashtra	Bid Parameter	Minimum grant		
Type of PPP	Design-Build-Finance-Operate-Transfer (DBFOT)				
Government/Non Government	Government				
Any Other Information	Not Applicable				
Project Authority					
Name Of Authority	National Highways Authority of India (NHAI)	Email	Not Available		
Name Of Contact Person	Not Available	Phone	(011)-25074100/200		
Address	G-5 & G-6, Sector-10, Dwarka, Delhi-110075, Delhi	Fax	25093507		
Project Contractor					
Name Of Authority	Pune-Solapur Expressway Private Limited	Email	contact@tata.com		
Name Of Contact Person	Not Available	Phone	(022)-66294000		
Address	C/o. Tata Realty, Elphinstone Building, 2nd Floor, 10 Veer Nariman Road, Mumbai-400001, Maharashtra	Fax	66100520		
Project Timeline					
Concession Agreement Signing Date	01-Feb-2009	Date to Start of Commercial Operation (as per Concession Agreement)	31-Mar-2012		
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	31-Jan-2015		
Apointed Date	30-Nov-2009	Concession End Date (as per Concession Agreement)	29-Nov-2028		
Construction Completion Date (as per Concession Agreement)	31-Mar-2012	Revised end date of the concession, if any	Not Applicable		
Construction Completion Date (Actual)	31-Jan-2015	Concession End Date (Actual)	Not Applicable		
Project Costs					
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	835.00		
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	1110.00		
Grant Amount in Rs. Crore	201.50	Project Cost (Actual) in Rs Crore	1110.00		

4.7.2.24 Extract of Project Cost as per DEA and Project Cost as per PIM for PSRDCL

CONFIDENTIAL

PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LIMITED

DBFOT Road Project in Maharashtra
(Four laning of Pune-Sholapur section of NH- 9)



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

IL&FS Financial Services Limited

December 2009

(a) Project Cost

The cost of the Project has been estimated at Rs 1,403 cr. The hard cost estimates are based on the Development contract entered with the Development Contractor, ITNL. Details of the project cost estimates are as follows:

Table 2: Project cost

Cost Head	Rs cr
Development Cost	1,140
Project Management	130
Preliminary & Pre-operative costs	16
IDC	91
Debt Service Reserve	26
Total	1,403

4.7.2.25 Extract of Project Cost as per DEA and Project Cost as per PIM for ACEL

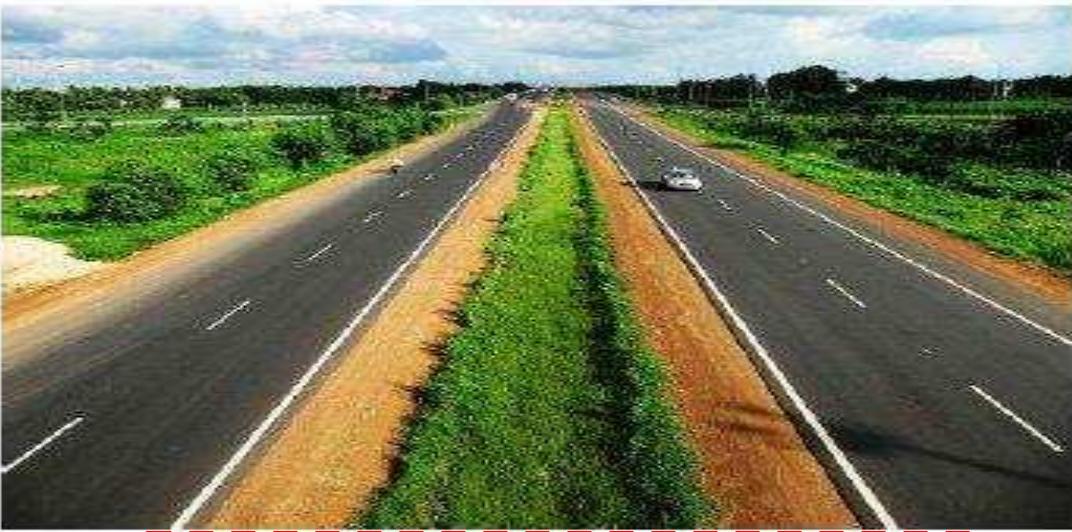
www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details			Information available as on 07-May-2020 13:59 PM
Project General Information			
Project Name Project Brief Sector Sub-Sector Project Capacity Location Type of PPP Government/Non Government Any Other Information			
Four laning of Amravati to Chikhli Section of NH-6 from Km 166.00 to Km 360.00 in the state of Maharashtra under NHDPhase IV The project involves four-laning of Amravati-Chikhli section of NH-6 (Package-I) from 166.00 km to 360.00 km in Maharashtra under NHDPhase-IV. Transport Roads and bridges 194.0 KM (Kilometer) Maharashtra Design-Build-Finance-Operate-Transfer (DBFOT) Toll Government This is a PPPAC Recommended Project.			Operation and Maintenance Stage Centre
Project Status Nodal Authority Concession Duration Bid Parameter Not Available			228
Project Authority			
Name Of Authority Name Of Contact Person Address	National Highways Authority of India (NHAI) Not Available G-5 & G-6, Sector-10, Dwarka, Delhi-110075, Delhi	Email Phone Fax	Not Available Not Available Not Applicable
Project Contractor			
Name Of Authority Name Of Contact Person Address	M/s Amravati Chikhli Expressway Limited Not Available C/O IL&FS Transportation Networks, The IL&FS Financial Centre, Plot C22G Block, Bandra-Kurla Complex, Bandra East, Mumbai-400051, Maharashtra	Email Phone Fax	Not Available (022)-26533333/26593591 26533295
Project Timeline			
Concession Agreement Signing Date Financial Closure Date Apointed Date Construction Completion Date (as per Concession Agreement) Construction Completion Date (Actual)	08-Sep-2015 Not Available 01-Nov-2016 01-May-2019 Not Applicable	Date to Start of Commercial Operation (as per Concession Agreement) Date to Start of Commercial Operation (Actual) Concession End Date (as per Concession Agreement) Revised end date of the concession, if any Concession End Date (Actual)	01-May-2019 Not Applicable Not Available Not Applicable Not Applicable
Project Costs			
Project Funding Type Of Grant Grant Amount in Rs. Crore	Public+Private Not Available 183.05	Project Cost (as per Concession Agreement) in Rs Crore Project Cost (Revised) in Rs Crore Project Cost (Actual) in Rs Crore	2288.18 Not Applicable Not Applicable

4.7.2.26 Extract of Project Cost as per DEA and Project Cost as per PIM for ACEL

CONFIDENTIAL

AMRAVATI CHIKHЛИ EXPRESSWAY LIMITED
(A Project by IL&FS Transportation Networks Limited)

Four laning of Amravati Chikhli section of NH-06 on DBFOT (Toll) Basis



PROJECT INFORMATION MEMORANDUM

ADVISORS & ARRANGERS

 **IPCL Projects Limited**
 **IL&FS Financial Services**
IL&FS Financial Services Limited

MAY 2017

(a) Project Cost

The cost of the Project has been estimated at Rs. 2786.50 Crores as follows:

Cost Component	(Rs. Cr.)
Construction Cost	2400.00
Preliminary & Pre-operative Expenses	105.00
Interest During Construction (IDC)	132.09
DSR	49.41
Total Project Cost	2786.50
Total Project Cost excluding DSR	2737.09

4.7.2.27 Extract of Project Cost as per DEA and Project Cost as per PIM for SBHL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 14:03 PM	
Project General Information			
Project Name	Two lane with paved shoulders from Sikar to Bikaner and Bikaner Bypass of NH-11 under DBFOT basis	Project Status	Operation and Maintenance Stage State
Project Brief	The project involved implementation of development (through four laning) and operation of Sikar-Bikaner section of NH 11 from km 340.2 to km 657.8	Bid Parameter	Minimum grant
Sector	Transport	Concession Duration	300
Sub-Sector	Roads and bridges	Nodal Authority	
Project Capacity	217.6 KM (Kilometer)		
Location	Rajasthan		
Type of PPP	Design-Build-Finance-Operate-Transfer (DBFOT)		
Government/Non Government	Government		
Any Other Information	This is a VGF Final Approved Project.		
Project Authority			
Name Of Authority	Public Works Department, Rajasthan	Email	senhpwd@rediffmail.com
Name Of Contact Person	Not Available	Phone	(0141)-5110557
Address	Not Available	Fax	Not Applicable
Project Contractor			
Name Of Authority	Sikar Bikaner Highway Limited	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	Not Available	Fax	26533295
Project Timeline			
Concession Agreement Signing Date	29-Jun-2012	Date to Start of Commercial Operation (as per Concession Agreement)	17-Feb-2015
Financial Closure Date	18-Feb-2013	Date to Start of Commercial Operation (Actual)	30-Sep-2017
Appointed Date	18-Feb-2013	Concession End Date (as per Concession Agreement)	28-Jun-2037
Construction Completion Date (as per Concession Agreement)	17-Feb-2015	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	30-Sep-2017	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	627.54
Type Of Grant	Construction Grant	Project Cost (Revised) in Rs Crore	650.84
Grant Amount in Rs. Crore	247.32	Project Cost (Actual) in Rs Crore	734.80

4.7.2.28 Extract of Project Cost as per DEA and Project Cost as per PIM for SBHL

CONFIDENTIAL

SIKAR BIKANER HIGHWAY LIMITED
(PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)

TWO LANING OF NH-11 FROM SIKAR TO BIKANER (including Sikar Bypass and Bikaner Bypass), RAJASTHAN

A 'DBFOT' Toll Road Project



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

 **IL&FS Financial Services**
IL&FS Financial Services Limited

SEPTEMBER 2012

(a) Project Cost

The cost of the Project has been estimated at Rs. 901.37 Cr

Table 2: Project Cost

Name of the Component	Amount (Rs. Cr)
EPC cost	732.43
O&M Startup Costs	72.00
Establishment & IE expenses	9.04

Name of the Component	Amount (Rs. Cr)
Insurance	2.56
Preliminary and Pre operative	7.75
IDC	45.01
Safety, Fuel, Supervision Costs and Contingency	22.58
Total	901.37

4.7.2.29 Extract of Project Cost as per DEA and Project Cost as per PIM for BKEL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 07-May-2020 14:06 PM	
Project General Information			
Project Name	Construction of new bridges and O&M of 4-laned road of the Balashwar-Kharagpur section of NH80 from 0-119.3 km on BOT (Toll)	Project Status	Operation and Maintenance Stage
Project Brief	The project involved construction of new bridges, repair of existing four lane highways from Balasore to Kharagpur of NH-80 in Orissa and West Bengal under NHDP-I	Nodal Authority	Centre
Sector	Transport	Concession Duration	288
Sub-Sector	Roads and bridges	Bid Parameter	Revenue Share
Project Capacity	119.3 KM (Kilometer)		
Location	Multi State/ Centre		
Type of PPP	Build-Operate-Transfer (BOT) Toll		
Government/Non Government	Government		
Any Other Information	This is a PPPAC Recommended Project.		
Project Authority			
Name Of Authority	National Highways Authority of India (NHAI)	Email	kha@nhai.org
Name Of Contact Person	Shri T.K.Baidya	Phone	03222-227682
Address	Project Director - PIU National Highways Authority of India NH-80, NHAI Complex, Near Chaurangi, P.O. Inda, Kharagpur-721305, West Bengal	Fax	03222-227683
Project Contractor			
Name Of Authority	Baleshwar Kharagpur Expressway Limited	Email	bkel.itnl@gmail.com
Name Of Contact Person	Sh. B. K. Jha	Phone	(03222)-278008
Address	Plot No. 125, Hiji Co-Operative Society, Prem Bazar, Kharagpur-721306, West Bengal	Fax	Not Applicable
Project Timeline			
Concession Agreement Signing Date	24-Apr-2012	Date to Start of Commercial Operation (as per Concession Agreement)	29-Jun-2015
Financial Closure Date	01-Nov-2013	Date to Start of Commercial Operation (Actual)	26-Dec-2015
Apointed Date	01-Nov-2013	Concession End Date (as per Concession Agreement)	23-Apr-2036
Construction Completion Date (as per Concession Agreement)	29-Jun-2015	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	26-Dec-2015	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	471.00
Type Of Grant	Construction Grant	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	35.00	Project Cost (Actual) in Rs Crore	480.38

4.7.2.30 Extract of Project Cost as per DEA and Project Cost as per PIM for BKEL

CONFIDENTIAL

BALESHWAR KHARAGPUR EXPRESSWAY LIMITED

DBFOT Toll Road Project in Orissa and West Bengal

(Construction of New Bridges/Structures, Repair of Existing Four Lane Highway from Baleshwar to Kharagpur Section of NH-60)



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

 **IL&FS | Financial Services**
IL&FS Financial Services Limited

July 2012

(a) Project Cost

The cost of the Project has been estimated at Rs. 660.00 Cr

Table 2: Project Cost

(Rs Cr)

Name of the Component	Amount
Development Cost	536.00
Project Monitoring Expenses	40.00
Preliminary & Preoperative Expenses	24.95
Interest During Construction (IDC)	59.05
TOTAL	660.00

4.7.2.31 Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL (2 Lanning)

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details			Information available as on 07-May-2020 19:05 PM
Project General Information			
<p>Project Name: Development of two lane Road of Beawer- Gomti section of NH 8 Project Brief: The project involves upgradation of Beawar-Gomti section of NH-8 from 58.2 km to 177.1 km</p>			
Sector:	Transport	Project Status:	Under Construction
Sub-Sector:	Roads and bridges	Nodal Authority:	Centre
Project Capacity:	118.9 KM (Kilometer)	Concession Duration:	360
Location:	Rajasthan	Bid Parameter:	Not Available
Type of PPP:	Design-Build-Finance-Operate-Transfer (DBFOT) Toll		
Government/Non Government:	Government		
Any Other Information:	This is a VGF Final Approved Project.		
Project Authority			
Name Of Authority:	Ministry of Road Transport and Highways	Email:	Not Available
Name Of Contact Person:	Not Available	Phone:	(011)-23739085/23715159
Address:	Transport Bhawan, 5th Floor, 1, Sansad Marg, Delhi-110001, Delhi	Fax:	2.3710236E7
Project Contractor			
Name Of Authority:	IL&FS Transportation Networks Limited	Email:	ltninvestor@lfsindia.com
Name Of Contact Person:	Not Available	Phone:	(022)-26533333/26593591
Address:	The IL&FS Financial Centre, Plot C22, G Block, Bandra-Kurla ComplexBandra EastMumbai-400051, Maharashtra	Fax:	2.6533295E7
Project Timeline			
Concession Agreement Signing Date:	01-Apr-2009	Date to Start of Commercial Operation (as per Concession Agreement):	20-Dec-2011
Financial Closure Date:	30-Sep-2009	Date to Start of Commercial Operation (Actual):	26-Aug-2010
Appointed Date:	30-Sep-2009	Concession End Date (as per Concession Agreement):	31-Mar-2039
Construction Completion Date (as per Concession Agreement):	20-Dec-2011	Revised end date of the concession, if any:	Not Applicable
Construction Completion Date (Actual):	Not Applicable	Concession End Date (Actual):	Not Applicable
Project Costs			
Project Funding:	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore:	195.00
Type Of Grant:	Construction Grant	Project Cost (Revised) in Rs Crore:	Not Applicable
Grant Amount in Rs. Crore:	39.00	Project Cost (Actual) in Rs Crore:	Not Applicable

4.7.2.32 Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL (2 Lanning)

CONFIDENTIAL

ITNL ROAD INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED

**BOT Road Project in Rajasthan
(2-laning of Beawar Gomti section of NH-8)**



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

IL&FS Financial Services Limited

July 2009

(a) Project Cost

The cost of the Project has been estimated at Rs 355 cr, comprising of Rs 319 cr of hard costs and Rs 36 cr of soft costs. The hard cost estimates are based on the fixed price contract entered with the Development Contractor. Details of the project cost estimates are as follows:

Table 2: Project cost

Cost Head	Rs cr
Development Cost including Project Management	260.50
Startup O&M Cost	3.40
Other Costs	55.49
Preliminary & Pre-operative costs	6.37
IDC	23.65
Debt Service Reserve	5.60
Total	355.00

4.7.2.33 Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details		Information available as on 26-May-2020 18:24 PM	
Project General Information			
Project Name	Four laning of Gomti-Chauraha - Udaipur Section of NH - 8 , km 177.000 to km 260. 10 under NHDP - IV A on BOT (Toll) Basis	Project Status	Operation and Maintenance Stage
Project Brief	The project involved four laning of Gomti ka Chauraha to Udaipur section of NH-8 from 177.0 km to 260.1 km in Udaipur district.	Nodal Authority	Centre
Sector	Transport	Concession Duration	324
Sub-Sector	Roads and bridges	Bid Parameter	Highest premium
Project Capacity	83.0 KM (Kilometer)		
Location	Rajasthan		
Type of PPP	Build-Operate-Transfer (BOT) Toll		
Government/Non Government	Government		
Any Other Information	This is a PPPAC Recommended Project.		
Project Authority			
Name Of Authority	National Highways Authority of India (NHA)	Email	uda@nhai.org
Name Of Contact Person	Sh. H.K. Bhatt	Phone	0294-2428094
Address	Project Director National Highways Authority of India 10-A, New Panchwati Udaipur- 313001	Fax	0294-2412566
Project Contractor			
Name Of Authority	Sadbhav Engineering Limited	Email	sutpl@sadbhaveng.com
Name Of Contact Person	A. N. Batavi	Phone	8.003502888E9
Address	M/s Shreenathji Udaipur Tollway Pvt. Ltd. Village Negedia, NH-8, Km: 237 Tehsil Nathdwara Distt. RAJSAMAND (RAJ.)	Fax	Not Applicable
Project Timeline			
Concession Agreement Signing Date	18-Apr-2012	Date to Start of Commercial Operation (as per Concession Agreement)	14-Oct-2015
Financial Closure Date	12-Oct-2012	Date to Start of Commercial Operation (Actual)	31-Dec-2015
Appointed Date	18-Apr-2013	Concession End Date (as per Concession Agreement)	17-Apr-2039
Construction Completion Date (as per Concession Agreement)	14-Oct-2015	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	31-Dec-2015	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Public+Private	Project Cost (as per Concession Agreement) in Rs Crore	942.95
Type Of Grant	Construction Grant	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	22.00	Project Cost (Actual) in Rs Crore	1114.27

4.7.2.34 Extract of Project Cost as per DEA and Project Cost as per PIM for IRIDCL

CONFIDENTIAL

**ITNL ROAD INFRASTRUCTURE DEVELOPMENT
COMPANY LIMITED**
(PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)

**DBFOT Toll Road Project in Rajasthan
(FOUR LANING OF NH-8 FROM GOMTI TO BEAWAR)**



PROJECT INFORMATION MEMORANDUM
SOLE ARRANGER

IL&FS Financial Services
IL&FS Financial Services Limited

May 2013

(a) Project Cost

The cost of the Project has been estimated at Rs 1387.09 cr

Table 2: Project Cost

Cost Head	Amount (Rs in Cr.)
Development Cost	1074.94
Project Implementation Expenses	39.81
Project Management Expenses	93.00
Preliminary & Preoperative Expenses	20.79
Interest During Construction	129.30
Contingency	29.25
Total Project Cost	1387.09

4.7.2.35 Extract of Project Cost as per DEA and Project Cost as per PIM for FSEL

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Project Details			Information available as on 07-May-2020 14:20 PM
Project General Information			
Project Name Four laning of Fagne to Gujarat-Maharashtra Border section of NH-6 from Km 510 to Km 650.79 in Maharashtra under NHDP Phase IV Project Brief The project involves four / six-laning of Fagne-Maharashtra / Gujarat Border section of NH-6 (Package-III) from 510 km to 650.79 km in Maharashtra under NHDP -IV. Sector Transport Sub-Sector Roads and bridges Project Capacity Nodal Authority Location Concession Duration Type of PPP 228 Government/Non Government Operation and Maintenance Stage Centre Any Other Information Concession Duration Government This is a PPPAC Recommended Project.			
Project Authority			
Name Of Authority	National Highways Authority of India (NHAI)	Email	Not Available
Name Of Contact Person	Not Available	Phone	Not Available
Address	G-5 & G-6, Sector-10, Dwarka, Delhi-110075, Delhi	Fax:	Not Applicable
Project Contractor			
Name Of Authority	Fagne Songadh Expressway Limited	Email	Not Available
Name Of Contact Person	Not Available	Phone	(022)-26533333/26593591
Address	C/o IL&FS Transportation Networks, The IL&FS Financial Centre, Plot C22G Block, Bandra-Kurla Complex, Bandra East, Mumbai-400051, Maharashtra	Fax:	26533295
Project Timeline			
Concession Agreement Signing Date	08-Sep-2015	Date to Start of Commercial Operation (as per Concession Agreement)	31-May-2019
Financial Closure Date	Not Available	Date to Start of Commercial Operation (Actual)	Not Applicable
Appointed Date	09-Nov-2016	Concession End Date (as per Concession Agreement)	07-Sep-2034
Construction Completion Date (as per Concession Agreement)	31-May-2019	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding	Private	Project Cost (as per Concession Agreement) in Rs Crore	1885.74
Type Of Grant	Not Available	Project Cost (Revised) in Rs Crore	Not Applicable
Grant Amount in Rs. Crore	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.2.36 Extract of Project Cost as per DEA and Project Cost as per PIM for FSEL**CONFIDENTIAL**

FAGNE SONGADH EXPRESSWAY LIMITED
(A Project by IL&FS Transportation Networks Limited)

4-laning of ~~Eagne~~-Maharashtra/Gujarat Border section on BOT (Toll) Basis



PROJECT INFORMATION MEMORANDUM

ADVISORS & ARRANGERS

JUNE 2018

(a) Project Cost

The cost of the Project has been estimated at Rs. 2,107.12 Cr. as follows:

Cost Component	Amount (Rs. Cr)
Construction Cost	1,984.30
Preliminary & Pre-operative Expenses	95.00
Interest During Construction (IDC)	27.82
Total Project Cost	2,107.12

TPC and project cost for lenders is more than 20-25%. Under revised business plan, difference between NHAI TPC and cost as per PC is still at 41% although under original plan, the said difference was 47%. While we are going ahead with difference of 41% with proposition that termination payment on account of shortfall would be met by sponsors, we may have to look at options for Corporate Guarantee instead of merely undertaking from Sponsors.

4. Low Equity Base:

The banks are getting increasingly adverse to financing projects with low equity capital (Rs. 250 cr). As per the current plan, only 10% of the project cost is in form of Equity capital and balance promoter contribution (Rs. 670.50 cr) is brought in as Interest bearing Sub debt from Sponsor. The bankers may insist on increasing the equity capital to atleast 50% of the overall promoter contribution i.e Rs 460 cr.

5. Financing under 5/25 scheme:

IFIN has even evaluated possibility of considering said loan under 5:25 scheme where the loan could be proposed for shorter tenor of say 5-7 years with refinancing undertaking at end of 5th / 7th year. But the same was not finalised for this project given that in first 5-7 years only 15-20% of debt is repaid and that could imply undertaking of refinancing 80-85% of debt. It could have impact at ITNL Balancesheet level.

Given all the above and as advised by ITNL through Shalvalli's mail we shall be going ahead and bombarding the banks with the current proposed plan and take up the challenges and their addressal as they come.

Needless to say, nothing on the credit outlook for the road sector by banks has changed and they remain averse to fresh exposure to the sector. However as per the distribution strategy IFIN is planning an aggressive push by leveraging the banking relationships at the highest level.

We are likely to launch the proposal formally with the banks provided we are to able to receive the pending information as well as close out on the financial model, as some changes are suggested by Shalvalli.

Regards
Lubna

4.7.2.37 Extract of the email dated 15 July 2015 sent by Lubna Usman to Mukund Sapre

On 15-Jul-2015, at 11:22 am, Lubna Usman <Lubna.Usman@iifsindia.com> wrote:

Dear Mukund :

We are awaiting to give the finishing touches to the PIM for want of some data on the project , which is expected to be received by tomorrow, we would like to apprise yourselves of some of the challenges which we may face from the Banks

IFIN has had a detailed discussion and a structuring meeting to evaluate all structuring options keeping in mind the parameters advised by ITNL and have structured the transaction in the current form which has been submitted to ITNL for approval. The main highlights on the possible challenges could be as below :

1. Sensitivity on Revised Traffic nos and Traffic growth Rates

As per the revised traffic report, there is considerable variation in AADT at TP 1 (8184) and TP 11 (21594) and high the growth rate considered in certain category i.e. upwards of 6.5% (viz. Cars, 3 Axle and MAVs). There may be likely resistance from banks to sensitized traffic at TP 11 given the dip in the TP 1 traffic by more than 40% at TP 11. In such case, there is a risk of further reduction in Senior debt to have comfortable DSCR's even in sensitized scenarios

The Project DSCR is adversely affected due to combined sensitivity on parameters such as reduction in Base Traffic Volume by 10% and Average Traffic Growth rate in range of 5% - 6%. The DSCR dips from 1.40 to 1.22. Under sensitised scenario, considering that the proposed project is a toll road project, Senior debt of about Rs. 1250 cr can accommodated comfortable to derive at a DSCR in excess of 1.30.

2. Back ended repayment schedule

Given that base traffic for TP 1 has been revised, while the debt quantum has been reduced by Rs 264 cr, the repayment schedule still remains backed under revised business plan with 33.74% of debt being repaid under revised plan in first 10 years post draw down. Also, almost 50% of the debt is repaid in last 3 years

3. High Project Cost Differential as against NHAI TPC

Currently, banks are averse to lending to NHAI projects where difference between NHAI

TPC and project cost for lenders is more than 20-25%. Under revised business plan, difference between NHAI TPC and cost as per FC is still at 41% although under original plan, the said difference was 47%. While we are going ahead with difference of 41% with proposition that termination payment on account of shortfall would be met by sponsors, we may have to look at options for Corporate Guarantee instead of merely undertaking from Sponsors

4. Low Equity Base:

The banks are getting increasingly adverse to financing projects with low equity capital (Rs 250 cr). As per the current plan, only 10% of the project cost is in form of Equity capital and balance promoter contribution (Rs 670.50 cr) is brought in as interest bearing Sub debt from Sponsor. The bankers may insist on increasing the equity capital to atleast 50% of the overall promoter contribution i.e Rs 460 cr

5. Financing under 5/25 scheme

IFIN has even evaluated possibility of considering said loan under 5:25 scheme where the loan could be proposed for shorter tenor of say 5-7 years with refinancing undertaking at end of 5th / 7th year. But the same was not finalised for this project given that in fist 5-7 years only 15-20% of debt is repaid and that could imply undertaking of refinancing 80-85% of debt . It could have impact at ITNL Balancesheet level

Given all the above and as advised by ITNL through Shalvall's mail we shall be going ahead and bombarding the banks with the current proposed plan and take up the challenges and their addressal as they come

Needless to say, nothing on the credit outlook for the road sector by banks has changed and they remain averse to fresh exposure to the sector. However as per the distribution strategy IFIN is planning an aggressive push by leveraging the banking relationships at the highest level

We are likely to launch the proposal formally with the banks provided we are to able to receive the pending information as well as close out on the financial model, as some changes are suggested by Shalvall

Regards
Lubna

4.7.2.38 Extract of the email dated 21 May 2010 sent by Mrudula Gummuluri to Danny Samuel


jorbat
Mrudula Gummuluri to: **Danny Samuel** 21-05-2010 11:51
 From: Mrudula Gummuluri/ILFS
 To: Danny Samuel/ILFS@ILFS

NHAI has undertaken bidding process for identification of developer for "Design, Engineering, Construction, Development, Finance, Operation and Maintenance Four Laning of Jorbat – Shillong (Barapani) Section of NH –40 from km 0.000 to Km. 61.800 of NH- 40 in the State of Assam and Meghalaya under SARDP-NE on Build, Operate and Transfer (BOT) (Annuity) Basis." The Consortium of IL&FS Transportation Networks Limited and Ramky Infrastructure Limited have been issued the Letter of Award for ~~the Project on May 20th, 2010. The estimated Project Cost is Rs. 536.00 and Project length is 61.92 km. The Concession period of the Project is 20 years including a construction period of 30 months.~~

Project Cost

The project cost has been estimated at Rs 824 Cr. The detailed break up of each of the cost elements is presented in the table below:

Table 4: Break up of Project Cost

Name of the Component	(Rs in Cr)
Development Cost	598.70
Management & Services Expenses	103.40
Preliminary and Pre Operative Expenses	20.12
IDC	101.78
TOTAL	824.00

4.7.2.39 Extract of the email dated 05 December 2015 sent by Shaivali Parekh to Mukund Spare

From: "Shaivali Parekh" <Shaivali.Parekh@ilfsindia.com>
Date: 5 December 2015 at 11:34:15 AM IST
To: "Mukund Sapre" <Mukund.Sapre@ilfsindia.com>
Cc: "Praveena Panicker" <Praveena.Panicker@ilfsindia.com>, "Siddharth Singh" <Siddharth.Singh@ilfsindia.com>, 'Dilip Bhatia' <Dilip.Bhatia@ilfsindia.com>, "Ajay Menon" <Ajay.Menon@ilfsindia.com>
Subject: FC - Maharashtra projects

—
We had a discussion with SBICAP yesterday to discuss the possibility of engagement for debt syndication of our two Maharashtra projects.

They are of the view that the process will take about 3-4 months given the debt size. Primary concerns for lenders will be availability of land (minimum 80%) and the difference with concessionaire and authority TPC.

They also suggested underwriting option with SBI which would be a real underwriting and we will be allowed to draw down while down selling is going on

According to SBICAP, lenders will have a problem if there is more than 20% variation in TPC considering recent discussions between lenders and authority.

As per SBI's internal directives also they are insisting on project cost not being more than 1.2 times. In case of higher costs the lenders will insist on NHAI's approval for the higher cost amount. In our case, both project's variation is approx 34% with the new modified cost numbers and thus would be a major issue that would need to be addressed

We need to discuss internally and decide way forward

Regards,
Shaivali

From: CN=Mukund Sapre/O=ITNL <Mukund.Sapre@ilfsindia.com>
Sent: 05 December 2015 12:18
To: CN=Ramchand Karunakaran/O=ILFS@ilfs
Subject: Fwd: FC - Maharashtra projects

Had asked Shaivali to probe for Maharashtra projects FC with SBICAP team as she had review of FC for ROB and ting road

Looks very positive and as they only take 0.4 % we can ask IFIN to share out of 1% and do it jointly

4.7.2.40 Extract of the email conversations dated 28 January 2016 sent by Chandrakant Jagasia to SC Mittal.

From: "canara bank pcb-II" <crmgrob1942@canarabank.com>
To: <Amit.Bohra@ilfsindia.com>
Cc: <Chandrakant.Jagasia@ilfsindia.com>, <Satish.Suvarna@ilfsindia.com>
Date: 27-01-2016 17:26
Subject: M/s Chenani Nashri Tunnelways Ltd.

Dear Sir,

Total project cost Rs. 2519.00 Crores as per Concession Agreement dt 28.06.2010 between the company & NHAI while project cost accepted by the Banks are Rs. 3720.00 Crores. Hence, there is excess cost of Rs. 1201 Crores. Now RBI has sought details that Whether the excess loan was / has been categorized as unsecured loan because security from NHAI was available only to the extent of TPC and any excess lending was, therefore, unsecured. Please refer to RBI

From: CN=Chandrakant Jagasia/O=ITNL <Chandrakant.Jagasia@ilfsindia.com>
To: CN=SC Mittal/O=ITNL@ILFS <SC.Mittal@ilfsindia.com>
Cc: CN=Ajay Menon/O=ITNL@ILFS <Ajay.Menon@ilfsindia.com>, CN=Dilip Bhatia/O=ITNL@ILFS <Dilip.Bhatia@ilfsindia.com>, CN=Vijay Kini/O=ITNL@ILFS <Vijay.Kini@ilfsindia.com>, CN=Shrikant Kukade/O=ITNL@ILFS <Shrikant.Kukade@ilfsindia.com>
Sent: January 28, 2016 9:43:14 AM IST
Received: January 28, 2016 9:43:15 AM IST

We have been getting queries from lenders on difference in cost as approved TPC as per the Concession Agreement and also the Project cost accepted by banks . Refer trailing mail , Can you pl let us have the note on the above as all the lenders shall be sending the query for different projects.

4.7.2.41 Extract of the email dated 20 July 2012, sent by Amol Waikar to Kuljit Ahluwalia

From: Amol Waikar/ILFS
To: Kuljit Ahluwalia/ITNL@ILFS,
Cc: Ajay Menon/ITNL@ILFS, Shaivali Parekh/ITNL@ILFS, Chandrakant Jagasia/ITNL@ILFS, Ananya Maitra/ILFS@ILFS, T Viswanathasarma/ILFS@ILFS
Date: 20-07-2012 12:30
Subject: Baleshwar Kharagpur Road Project

Dear Kuljit,

We understand that the construction cost as per Louis Berger Feasibility Report of April 2011 is Rs. 371 cr., whereas the development cost estimated by the company stands at Rs. 536 cr. So the development cost estimated by the company is more by Rs. 165 crore (~44%) than the authority construction cost. This construction cost of Rs. 371 cr. has remained the same as given in BOQ of Item Rate Contract issued by NHAI in July 2010. This information is already available in public domain and detailed BOQ has been provided to you earlier.

Even if we consider Rs. 28 cr. of project development fees which is considered in the Development Cost of Rs. 536 cr. estimated by the company, there is still difference of Rs. 137 cr. in the development cost. In addition to this, project monitoring cost of Rs. 40 cr. is also considered in the Total Project Cost of Rs. 660 cr. As per the standard practice being adopted in all ITNL's earlier projects, we will try to justify to the lenders cost of Rs. 68 cr. towards project management and development fees. However, regarding the difference of Rs. 137 cr. in the development cost as mentioned above, we would require proper justification.

We have received the project cost justification note provided by the company and reviewed it thoroughly.

- As per the information provided by the company, the increase in steel prices is around 3-6% and cement prices is around 15-20%

Reply

Regarding escalation in steel and cement prices, on our independent research we observed that escalation for steel was in the range of 11-12% and escalation for cement was in the range of 6-7% for last 13 months i.e. since feasibility report (Source: Office of Economic Advisor, GOI). If you have any industry report which justifies the escalation given above, then please share with us

- As per the additional scope of work as per the concession agreement the Concessionaire is required to build one service road of around 1.12 km

Reply

We acknowledge that the construction of new service road would amount to the additional work which is required to be carried out by the Concessionaire. However, the cost required to be incurred for the same needs to be identified and quantified separately

- From the site investigation carried out of the concessionaire it is suggested that the existing pavement throughout the project length is in need of some kind of repair. Hence the additional cost is required to be incurred for the same

Reply

Carrying out the repair work on the entire stretch appears to be subjective issue and may not be acceptable to the lenders. However, the cost for this work needs to be identified and quantified separately

- Development of one new Toll Plaza in addition to the remodelling of one existing Toll Plaza

Reply

We understand from the concession agreement and traffic report that two toll plazas are already operational and hence additional cost may not have to be incurred on setting up a new toll plaza. There could be some improvement to existing toll plazas with minimum additional cost requirement

4.7.2.42 Extract of the email dated 22 December 2014 sent by Lubna Usman to Mukund Sapre

 Financial Closure of Barwa Adda & Khed Sinnar
Lubna Usman to: Mukund Sapre 22-10-2014 13:12
 Cc: Ramchand Karunakaran, Ramesh Bawa, Rajesh Kotian, George Cherian, Ajay Menon, Shaivali Parekh

Dear Mukund,

As discussed with you from time to time, the challenges in closing the above transactions are on account of

- 1) many banks have an IL&FS Group Exposure issue
- 2) several banks have Road Sector Exposure issue
- 3) the variation of more than 40% in the project cost estimated by the authority and the SPVs. Due to this, large banks like SBI, BOB etc who otherwise do not have IL&FS Group Exposure issue or Road sector issue are unable to participate

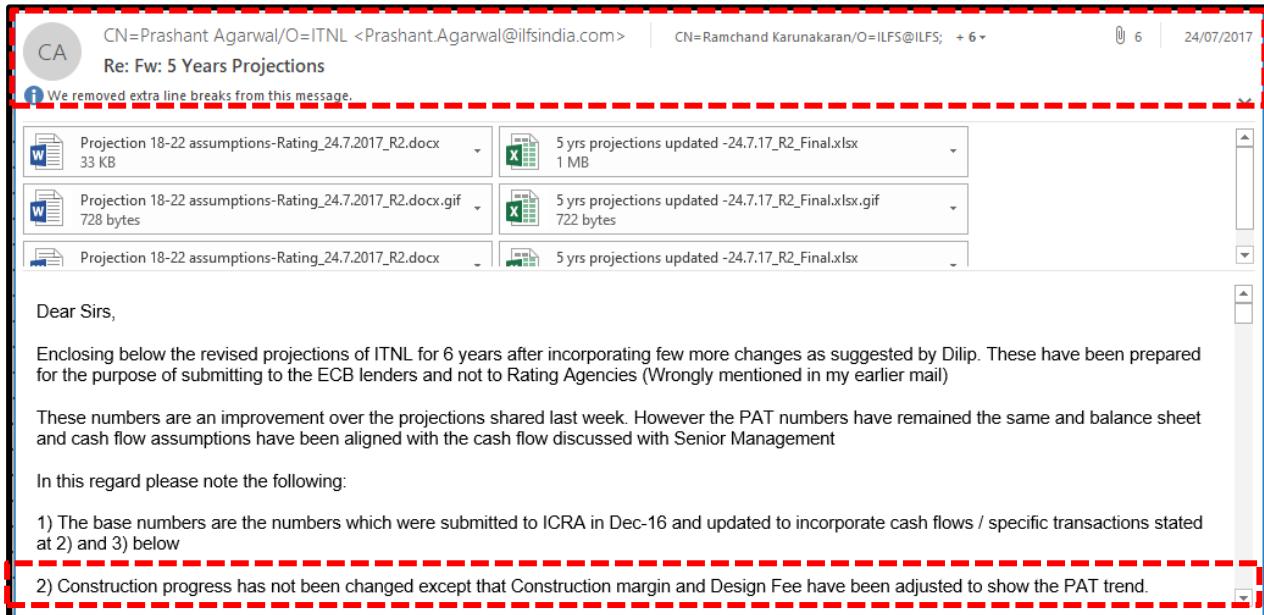
Banks where proposal has been declined

Sr. No.	Bank	Reasons / Critical Issues
1	State Bank of India	The Bank declined the proposal on account of the high difference (almost 50%) between project cost estimated by Authority & Company
2	ICICI Bank	The Bank had concerns on the high difference (almost 50%) between project cost estimated by Authority & Company. It had sought revalidation of the Company's estimated project cost from NHAI and independent traffic study before starting processing of the proposal
3	Bank of India	The Bank had concerns on the high difference (almost 50%) between the project costs estimated by the Authority & the Company. It declined the proposal on account of the bullet repayment structure and proposed drop in Spread on COD
14	Punjab National Bank	The Bank declined the proposal citing high difference (almost 50%) between the project costs estimated by the Authority & the Company

Declined Banks

S No	Banks	Reason for Decline
1	SBI, Ballard Pier	Bank would not participate unless the Project cost is revalidated by NHAI, as the project cost estimated by the company is higher by 40% vis-a-vis NHAI estimates

4.7.2.43 Extract of e-mail dated 24 July 2017 Sent by Prashant Agarwal to Karunakaran Ramchand, Mukund Sapre, Dilip Bhatia, Ajay Menon and others

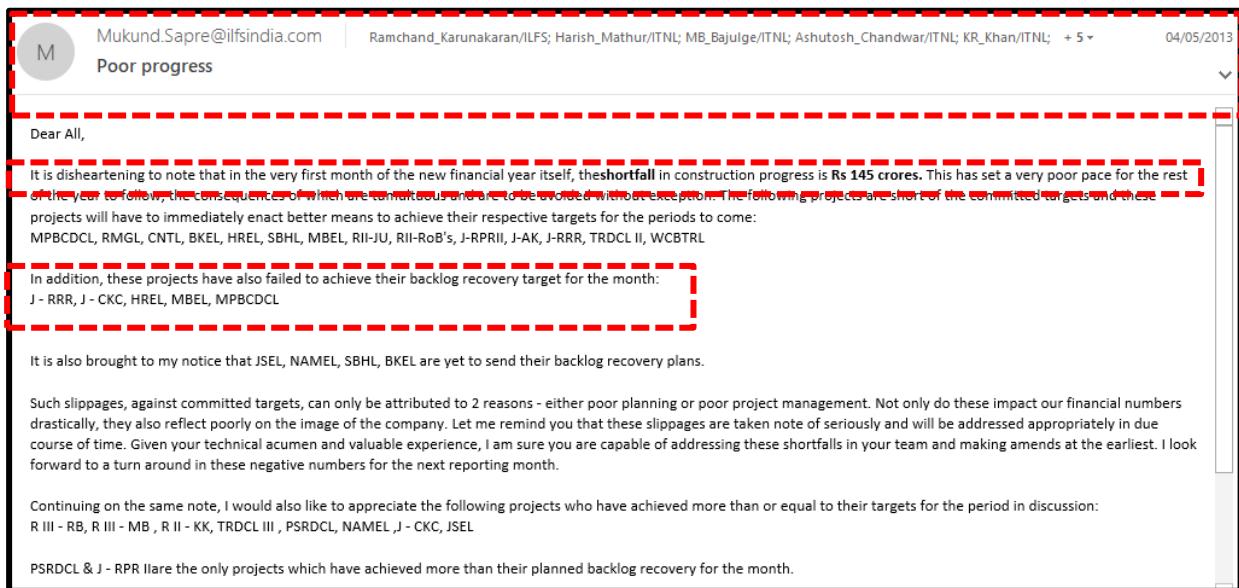
A screenshot of an email from Prashant Agarwal to a group including himself. The subject is "Re: Fw: 5 Years Projections". The message body starts with "Dear Sirs," and discusses revised projections for ITNL for 6 years after incorporating changes suggested by Dilip. It mentions that these are for submission to ECB lenders and not to Rating Agencies. The message concludes with two points: 1) base numbers submitted to ICRA in Dec-16 and updated to incorporate cash flows / specific transactions stated at 2) and 3) below; 2) construction progress adjusted to show PAT trend.

Extract of “5 yrs projections updated-24.7.17_R2_Final” File Shared in the Email

IL&FS TRANSPORTATION NETWORKS LIMITED - STANDALONE							
Particulars	Audited	Rs. In Crs.					
	2016-17	2017-18 [P]	2018-19 [P]	2019-20 [P]	2020-21 [P]	2021-22 [P]	2022-23 [P]
Employee Cost, Admin Exp & Ind AS Adj	173	210	224	239	263	289	318
Interest ,Preference dividend and Finance charge	1,378	1,410	1,309	1,083	853	907	921
Total Expenses	4,191	5,888	7,760	7,987	7,917	8,492	8,839
EBITDA	1,588	1,657	1,633	1,515	1,365	1,557	1,586
Gross Profit	210	248	324	432	512	650	665
Depreciation	14	16	18	19	21	22	23
Profit Before Tax (PBT)	196	231	306	413	491	628	642
Provision for tax	(41)	6	50	103	132	190	190
Profit After Tax (PAT)	236	225	256	310	359	438	453

The information provided by the Company on the financial projections is privileged and confidential information provided solely for the purpose of evaluation of granting of the proposed facility. The information should not be shared with anyone or used for any purpose whatsoever other than for the evaluation of the proposed funded and non-funded facilities. The financial projections provided herewith contains price sensitive information in accordance with SEBI (Prohibition of Insider Trading) Regulations, 1992'

4.7.2.44 Extract of e-mail dated 04 May 2013 sent by Mukund Sapre to Ashutosh Chandwar; KR Khan; Manish Agarwal; Sanjay Minglani; GV; Rathore J S; Sanjiv Rai, Ramchand Karunakaran; Harish Mathur; MB Bajulge



4.7.2.45 Extract of an email dated 18 April 2012 sent by Chandrakant Jagasia to Mukund Sapre

From: CN=Chandrakant Jagasia/O=ITNL <Chandrakant.Jagasia@ilfsindia.com>
Sent: 18 April 2012 13:58
To: CN=Mukund Sapre/O=ITNL@ILFS
Cc: CN=George Cherian/O=ILFS@ILFS; CN=Ajay Menon/O=ITNL@ILFS; CN=Narayanan Doraiswamy/O=ILFS@ILFS; CN=Vijay Kini/O=ILFS@ILFS
Subject: PDF Billing
Attachments: Details of PDF.xls; Details of PDF.xls.gif; Details of PDF.xls

I find enclose the PDF Billing done by the SPV as discussed in the meeting held on April 13, 2012

Regards

C R Jagasia

You can reach me at
Telephone: +91-22-2653-3333/ +91-22-2659-3609 (D)
Facsimile: +91-22-2652-3979
Mobile : +91-9833385166

Visit us at www.ilfsindia.com, www.itnlindia.com

4.7.3 Potential anomalies in project cost projections represented to stakeholders Bid v/s Department of Economic Affairs

4.7.3.1 Extract of spreadsheet named 'Summary BAEL' showing project cost estimated as provided by ITNL

Banwa Adda - Panagarh		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	2063.5	2178.6
PDF, O&M Startup	90.0	
Sub Total	2173.5	2178.6
Preliminary and Preoperational Expenses	41.6	51.7
IDC	236.9	130.3
Total	2452.3	2360.7

4.7.3.2 Extract of Project cost of BAEL as per DEA website

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Information available as on 07-May-2020 13:48 PM			
Project General Information			
Project Name: Six laning of Banwa-Adda-Panagarh section of NH 2 in Jharkhand and West Bengal under NHDP Phase V on BOT (Toll) basis Project Brief: The project involves six laning of Banwa-Adda-Panagarh section from 392.0 km to 521.12 km including Panagarh bypass of NH-2 in the state of Jharkhand and West Bengal			
Sector: Transport Sub-Sector: Roads and bridges Project Capacity: 122.8 KM (Kilometer) Location: Multi State/Centre Type of PPP: Build-Operate-Transfer (BOT) Toll Government Non-Government: Government Any Other Information: This is a PPPAC Recommended Project.			
Project Authority			
Name Of Authority: National Highways Authority of India (NHAI)	Email:	Not Available	
Name Of Contact Person: Not Available	Phone:	Not Available	
Address:	Fax:	Not Applicable	
Project Contractor			
Name Of Authority: Banwa Adda Expressway Limited	Email:	Not Available	
Name Of Contact Person: Not Available	Phone:	Not Available	
Address:	Fax:	Not Applicable	
Project Timeline			
Concession Agreement Signing Date: 08-May-2013	Date to Start of Commercial Operation (as per Concession Agreement): 28-Sep-2016		
Financial Close Date: 01-Nov-2013	Date to Start of Commercial Operation (Actual): Not Applicable		
Appointed Date: 01-Apr-2014	Concession End Date (as per Concession Agreement): 07-May-2033		
Construction Completion Date (as per Concession Agreement): 26-Sep-2016	Revised end date of the concession, if any: Not Applicable		
Construction Completion Date (Actual): Not Applicable	Concession End Date (Actual): Not Applicable		
Project Costs			
Project Funding: Private	Project Cost (as per Concession Agreement) in Rs Crore: 1714.00		
Type Of Grant: Not Available	Project Cost (Revised) in Rs Crore: 2654.00		
Grant Amount in Rs. Crore: Not Available	Project Cost (Actual) in Rs Crore: Not Applicable		

4.7.3.3 Extract of spreadsheet named ‘Summary GRBDCL’ showing project cost estimated as provided by ITNL

Gujrat ROB (GRBDCL)		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	212.8	213.0
Preliminary and Preoperative Expenses	11.6	14.6
IDC	26.4	23.1
DSR		
Total	250.9	250.7

4.7.3.4 Extract of Project cost of GRBDCL as per DEA website – Refer Annexure 4.7.2.17

4.7.3.5 Extract of spreadsheet named ‘Summary JSEL’ showing project cost estimated as provided by ITNL

Summary of bid costs for Jorbat Shillong		
SI No.	Cost Inputs	Rs. Mn.
1	Construction Related Cost	489.8
2	Preliminary and Preoperative Expenses	47.3
3	Interest During Construction	65.4
4	Total	602.5

4.7.3.6 Extract of Project cost of JSEL as per DEA website – Refer Annexure 4.7.2.5

4.7.3.7 Extract of spreadsheet named ‘Summary MBEL’ showing project cost estimated as provided by ITNL

Moradabad - Bareilly (MBEL)		
Cost in Rs Cr	Bid	FC/PIM
Construction Related Cost	1845.0	1709.5
PMF		51.0
PDF		85.0
O&M, Startup Costs	54.0	
Sub Total	1899.0	1845.5
Preliminary and Preoperative Expenses	49.4	23.5
IDC	141.9	114.7
DSRA		
Total	2090.2	1983.6

4.7.3.8 Extract of Project cost of MBEL as per DEA website – Refer Annexure

www.infrastructureindia.gov.in Department of Economic Affairs Ministry Of Finance, Government of India			
Information available as on 07-May-2020 13:24 PM			
Project General Information			
<p>Project Name: Four-laning of Moradabad-Bareilly section of NH-24 from km 1+C2848 to km 202 in Uttar Pradesh on DBFOOT basis under NHCP-II Project Brief: Upgradation of Moradabad - Bareilly (NH-24) from 140.000 km to 202.000 km in Uttar Pradesh under NHCP-II</p>			
<p>Sector: Transport Project Status: Not Started Operation and Maintenance Stage: Centre Sub-Sector: Roads and bridges Host Authority: Not Applicable</p>			
<p>Project Capacity: 114.0 KM (Kilometer) Commission Duration: 300</p>			
<p>Location: Uttar Pradesh Ge Parameter: Minimum grant</p>			
<p>Type of PPE: Design-Build-Finance-Operate-Transfer (DBFOFT) Government/Non Government: Government</p>			
<p>Any Other Information: This is a PPPAC Recommended Project.</p>			
Project Authority			
Name Of Authority:	National Highways Authority of India (NHAI)	Email:	nhai@nhai.org
Name Of Contact Person:	Mr. M.K. Agarwal	Phone:	0691-2460070
Address:	NHAI, 3-C/448, Birla Vihar, Behind Springfield College, Delhi Road, Moradabad - 244001, Uttar Pradesh	Fax:	Not Applicable
Project Contractor			
Name Of Authority:	Moradabad Bareilly Expressway Limited	Email:	mbel.in@gmail.com
Name Of Contact Person:	Mr. T.C Pant	Phone:	0691-2480044
Address:	Block-A, Incampus Drive in 24 Hotel Samrat, Opposite Circuit House, Delhi Road, Moradabad - 244001, Uttar Pradesh	Fax:	Not Applicable
Project Timeline			
Concession Agreement Signing Date	19-Feb-2010	Date to Start of Commercial Operation (as per Concession Agreement)	01-Jun-2013
Financial Closure Date	25-Mar-2010	Date to Start of Commercial Operation (Actual)	Not Applicable
Appointed Date	31-Dec-2010	Concession End Date (as per Concession Agreement)	30-Dec-2035
Construction Completion Date (as per Concession Agreement)	01-Jun-2013	Revised end date of the concession, if any	Not Applicable
Construction Completion Date (Actual)	Not Applicable	Concession End Date (Actual)	Not Applicable
Project Costs			
Project Funding:	Private	Project Cost (as per Concession Agreement) in Rs Crore	1484.93
Type Of Grant:	Not Available	Project Cost (Revised) in Rs Crore	1984.00
Grant Amount in Rs. Crore:	Not Available	Project Cost (Actual) in Rs Crore	Not Applicable

4.7.3.9 Extract of spreadsheet named ‘Summary BKEL’ showing project cost estimated as provided by ITNL

Baleshwar-Kharagpur		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	507.5	536.0
PDF, O&M Startup	68.0	40.0
Sub Total	575.5	576.0
Preliminary and Preoperative Expenses	20.3	25.0
IDC	62.6	59.1
Total	658.4	660.0

4.7.3.10 Extract of Project cost of BKEL as per DEA website – Refer Annexure 4.7.2.29

4.7.3.11 Extract of spreadsheet named ‘Summary FSEL’ showing project cost estimated as provided by ITNL

FSEL		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	2092.2	1984.3
PDF, O&M Startup	205.0	
Sub Total	2297.2	1984.3
Preliminary and Preoperative Expenses	48.3	95.0
IDC	156.8	27.8
DSRA		
Total	2502.3	2107.1

Note: The details provided are based on draft Project information Memorandum (PIM,) as Financial closure is not achieved

4.7.3.12 Extract of Project cost of FSEL as per DEA website – Refer Annexure 4.7.2.35

4.7.3.13 Extract of spreadsheet named 'Summary PSRDCL' showing project cost estimated as provided by ITNL

Pune - Solapur (PSRDCL)		
Cost in Rs Cr		
	Bid	FCM
Construction Related Cost	889.6	1140.2
PMF		130.0
PDF	126.6	
O&M, Startup Costs		
Sub Total	1016.2	1270.2
Preliminary and Preoperative Expenses	263.5	16.4
IDC	85.3	90.1
DSRA	0.0	26.0
Total	1365.1	1402.7

4.7.3.14 Extract of Project cost of PSRDCL as per DEA website – Refer Annexure 4.7.2.23

4.7.3.15 Extract of spreadsheet named ‘Summary SBHL’ showing project cost estimated as provided by ITNL

Sikar-Bikaner (SBHL)		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	682.3	765.0
PDF	60.0	
O&M, Startup Costs	5.0	72.0
Sub Total	747.3	837.0
Preliminary and Preoperative Expenses	19.2	19.4
IDC	36.3	45.0
DSR		
Total	802.9	901.4

4.7.3.16 Extract of Project cost of SBHL as per DEA website – Refer Annexure 4.7.2.27

4.7.3.17 Extract of spreadsheet named ‘Summary CNTL’ showing project cost estimated as provided by ITNL

Chenani Nashri (CNTL)		
Cost in Rs Cr		
	Bid	
Construction Related Cost	2575.0	
O&M, Startup Costs	6.3	
Preliminary and Preoperative Expenses	103.5	
IDC	629.6	
Total	3314.4	

4.7.3.18 Extract of Project cost of CNTL as per DEA website – Refer Annexure 4.7.2.1 and 4.7.2.2

4.7.3.19 Extract of spreadsheet named ‘Summary HREL’ showing project cost estimated as provided by ITNL

Hazaribagh Ranchi (HREL)	
Cost in Rs Cr	
	Bid
Construction Related Cost	603.4
O&M, Startup Costs	3.0
Preliminary and Preoperative Expenses	23.5
IDC	64.5
Total	694.5

4.7.3.20 Extract of Project cost of HREL as per DEA website – Refer Annexure 4.7.2.15

4.7.3.21 Extract of spreadsheet named ‘Summary KSEL’ showing project cost estimated as provided by ITNL

Khed-Sinnar (KSEL)		
Cost in Rs Cr	Bid	FC/PIM
Construction Related Cost	1553.4	1605.0
PDF	210.0	180.0
Sub Total	1763.4	1785.0
Preliminary and Preoperative	37.2	40.7
IDC	129.8	54.3
DSB	0.0	81.3
Total	1930.3	1961.3

4.7.3.22 Extract of Project cost of KSEL as per DEA website – Refer Annexure 4.7.2.21

4.7.3.23 Extract of spreadsheet named 'Summary KNCEL' showing project cost estimated as provided by ITNL

Kiratpur - Nerchowk		
Cost in Rs Cr		
	Bid	FC/PIM
Construction Related Cost	1967.0	1948.5
PDF, O&M Startup	105.0	105.0
Sub Total	2072.0	2053.5
Preliminary and Preoperative Expenses	44.5	69.9
IDC	284.8	167.5
Total	2401.3	2291.0

4.7.3.24 Extract of Project cost of KNCEL as per DEA website

www.infrastructureindia.gov.in					
Department of Economic Affairs					
Ministry Of Finance, Government of India					
Project Details		Information available as on 07-May-2020 13:27 PM			
Project General Information					
Project Name	Four-laning Kiratpur-Ner Chowk Section from Khasp, Km 73.20 to Km 196.50 of NH-21 in Himachal Pradesh on BOT (Toll) basis				
Project Brief	Four-laning of Kiratpur-Ner Chowk section from T3.200 km to 196.500 km on NH-21 total length of 94.30 km in Mandi district.				
Sector	Transport	Project Status	Operation and Maintenance Stage		
Sub-Sector	Roads and bridges	Nodal Authority	Centre		
Project Capacity	54.3 KM (Kilometer)	Concession Duration	338		
Location	Himachal Pradesh	Bid Parameter	Minimum grant		
Type of Ppp	Build-Operate-Transfer (BOT) Toll				
Government/Non Government	Government				
Any Other Information	This is a PPPAC Recommended Project.				
Project Authority					
Name Of Authority	National Highways Authority of India (NHAI)	Email	popusthmla@nhai.org		
Name Of Contact Person	Sh. Satish Kaul	Phone	0177-2673819		
Address	NHAI, PU-Shitala, Kalena View Bhowali, Phase-II, New Shimla-171009				
Not Applicable					
Project Contractor					
Name Of Authority	L.Banip, FS Transportation Networks Ltd-India	Email	kneel.bn@gmail.com		
Name Of Contact Person	Dr. Nishant Srivastava	Phone	01976-212177		
Address	C/o Prin Sagar, Near Hotel Sagar View, NH-21, Village-Vayat, Bilaspur - 174021 Himachal Pradesh				
Project Timeline					
Concession Agreement Signing Date	16-Mar-2012				
Financial Closure Date	05-Sep-2012				
Appointed Date	14-Nov-2013				
Construction Completion Date (as per Concession Agreement)	12-Nov-2016				
Construction Completion Date (Actual)	Not Applicable				
Concession End Date (Actual)	Not Applicable				
Project Costs					
Project Funding	Public+Private				
Type Of Grant	Not Available				
Grant Amount In Rs. Crore	134.56				
Project Cost (Revised) in Rs Crore	2291.00				
Project Cost (Actual) in Rs Crore	Not Applicable				

4.7.4 Potential anomalies in the toll revenue recognised in the books of accounts and toll revenue projected to lenders

4.7.4.1 Extract of toll revenue projected as per PIM for WGEL



Project Information Memorandum

Projected Profit and Loss Statement

(Rs)

Op. Year	1	2	3	4	5	6	7	8	9	10	11
FY	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Toll Revenue	457	486	534	577	606	673	724	786	853	895	990
NHAI Grant	160	60	0	-100	-100	-200	-250	-350	-350	-400	-525
Interest Income	15	28	32	30	22	16	16	16	16	11	9
Total revenue	632	574	566	507	529	489	490	452	519	506	474
Operating Expenses	82	85	89	92	86	100	104	108	112	104	121
PBDIT	550	489	478	415	443	389	387	344	407	402	353
Depreciation	150	150	150	150	162	174	174	174	174	198	225
PBIT	400	339	327	265	282	215	213	170	233	204	128

4.7.4.2 Extract of toll revenue projected as per PIM for BKEL

CONFIDENTIAL

BALESHWAR KHARAGPUR EXPRESSWAY LIMITED**DBFOT Toll Road Project in Orissa and West Bengal****(Construction of New Bridges/Structures, Repair of Existing Four Lane Highway from Baleshwar to Kharagpur Section of NH-60)****PROJECT INFORMATION MEMORANDUM**

Year Ending March	2013	2014	2015	2016	2017	2018	2019
Toll Revenue	22.05	61.92	77.61	94.18	107.61	123.92	140.20
Total Revenue	22.05	61.92	77.61	94.18	107.61	123.92	140.20
Premium Payment	15.53	36.75	38.59	40.52	42.54	44.67	46.90
O&M	6.45	14.12	15.11	16.16	17.28	18.48	19.77
EBITDA	0.06	11.04	23.92	37.51	47.79	60.77	73.53
Interest – Senior	-	-	-	41.88	44.51	44.37	44.06
Interest – Sub Debt	-	-	-	7.47	7.95	7.95	7.95
BG Charges	-	-	-	0.03	0.03	0.03	0.04
Depreciation	-	-	-	30.24	30.24	30.24	30.24
Preliminary expenses written off	-	-	-	4.99	4.99	4.99	4.99
PBT	0.06	11.04	23.92	-47.10	-39.93	-26.81	-13.75
Tax	0.02	3.58	7.76	-	-	-	-
Interest on Cash & MMR (Net tax)	-	-	-	-	0.19	0.39	0.98
PAT	0.04	7.46	16.16	-47.10	-39.74	-26.42	-12.77
CASH PROFITS	0.04	7.46	16.16	-4.40	3.44	14.86	27.10

4.7.4.3 Extract of toll revenue projected as per PIM for IRIDCL

CONFIDENTIAL

ITNL ROAD INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED

**BOT Road Project in Rajasthan
(2-laning of Beawar Gomti section of NH-8)**



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

II&PS Financial Services Limited

July 2009

ITNL Road Infrastructure Development Company Ltd *Confidential*

ANNEXURE IV: PROJECTED FINANCIALS

PROJECTED PROFITABILITY STATEMENT

Year Ending March	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	(Rs cr)
Toll	11	50	56	63	70	79	88	100	112	125	125
Grant	2	8	8	8	8	3	-	-	-	-	-
Total revenue	13	58	64	71	77	83	88	100	112	125	125

4.7.4.4 Extract of toll revenue projected as per PIM for IRIDCL

CONFIDENTIAL

ITNL ROAD INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED
(PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)

DBFOT Toll Road Project in Rajasthan
(FOUR LANING OF NH-8 FROM GOMTI TO BEAWAR)



PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

IL&FS | Financial Services
IL&FS Transportation Networks Limited
May 2013

Year Ending March	2012	2013	2014	2015	2016	2017	2018	2019
Toll Revenue	16.81	17.86	17.25	19.00	49.07	115.66	147.17	162.18
Other Income	8.91	7.80	7.80	7.80	3.31			
Total Revenue	25.72	25.66	25.05	26.80	52.38	115.66	147.17	162.18
Operating expenses - Adjusted for two lane	7.61	2.90	3.05	3.20	3.36	7.09	9.91	10.41
Major Maintenance Expenditure, if expensed								
EBITDA	18.11	22.76	22.01	23.60	49.02	108.57	137.26	151.77
Interest - Senior	35.48	28.57	-	-	-	81.93	109.11	108.25
Interest - Sub debt from banks			-	-	-	-	-	-
Interest - Sub debt from promoter I-accrued in FY 2014 onwards	5.33	2.87	2.12	2.82	2.82	2.82	2.82	2.82
Interest - Sub debt from promoter II	-	-	4.75	10.20	19.35	31.89	32.00	32.00
BG Charges		-	-	-	-	0.34	0.38	0.35
Depreciation	35.53	0.37	0.36	0.40	1.03	11.14	14.17	15.61
Expenses Write off		-	-	-	-	3.12	4.16	4.16

4.7.4.5 Extract of toll revenue projected as per PIM for SBHL

SIKAR BIKANER HIGHWAY LIMITED (PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)					
TWO LANING OF NH-11 FROM SIKAR TO BIKANER (including Sikar Bypass and Bikaner Bypass), RAJASTHAN					
A 'DBFOT' Toll Road Project					
					
Year Ending March	2015	2016	2017	2018	2019
Toll Revenue	16.40	70.20	79.87	90.10	101.54
Other Income	-	-	-	-	-
Total Revenue	16.40	70.20	79.87	90.10	101.54
Operating expenses	3.07	13.69	15.47	16.24	17.05
Major Maintenance Expenditure	-	-	-	-	-
Total Operating Costs	3.07	13.69	15.47	16.24	17.05
EBITDA	13.33	56.51	64.41	73.86	84.49
Interest - Senior	12.56	47.48	47.44	46.93	45.39
Interest - Sub debt from banks	-	-	-	-	-
Interest - Sub debt from promoter	4.76	18.00	18.00	18.00	18.00
Depreciation	2.29	9.80	11.15	12.58	14.17
Expenses Write off	-	1.55	1.55	1.55	1.55
PBT	-6.29	-20.31	-13.73	-5.20	5.38
Tax	-	-	-	-	1.08
Interest on DSRA & Cash (Net tax)	0.03	0.34	1.03	1.77	2.51
Net Profit	-6.27	-19.97	-12.70	-3.43	6.81
Dividend Paid	-	-	-	-	-
Transfer to Reserves	-6.27	-19.97	-12.70	-3.43	6.81
CASH PROFITS	0.79	9.38	18.00	28.70	40.54

4.7.4.6 Extract of toll revenue projected as per PIM for MBEL

MORADABAD BAREILLY EXPRESSWAY LIMITED							
DBFOT Road Project in Uttar Pradesh (Four laning of Moradabad Bareilly section of NH-24)							
							
PROJECT INFORMATION MEMORANDUM							
Year Ending March	2013	2014	2015	2016	2017	2018	2019
Toll Revenue	25.04	212.03	234.96	262.33	288.51	320.50	357.52
Total Revenue	25.04	212.03	234.96	262.33	288.51	320.50	357.52
O&M	2.25	18.35	19.63	21.01	22.48	24.05	25.73
EBITDA	22.79	193.68	215.33	241.32	266.04	296.45	331.78
Interest - Senior	17.36	141.74	141.01	138.49	133.96	127.44	119.50
BG Charges	0.42	0.46	0.52	0.56	0.60	0.60	0.66
Depreciation	11.72	92.78	92.78	92.78	101.46	101.46	101.46
Preliminary & Pre-operative exps w/off	4.70	4.70	4.70	4.70	4.70	-	-
PBT	-11.41	-45.99	-23.67	4.79	25.32	66.95	110.16
Tax	-	-	-	0.95	5.05	13.34	21.95
Interest on Cash (Net tax)	-	0.07	0.80	1.69	2.72	3.83	5.14
PAT	-11.41	-45.92	-22.87	5.52	23.00	57.44	93.34
CASH PROFITS	5.01	51.56	74.61	103.00	129.16	158.90	194.81

4.7.4.7 Extract of toll revenue projected as per PIM for PSRDCL

PUNE SHOLAPUR ROAD DEVELOPMENT COMPANY LIMITED
DBFOT Road Project in Maharashtra
(Four laning of Pune-Sholapur section of NH- 9)


PROJECT INFORMATION MEMORANDUM

Year Ending March	2013	2014	2015	2016	2017	2018	2019
No of months of operation	9	12	12	12	12	12	12
Toll Revenue	105	153	165	184	196	216	237
Total Revenue	105	153	165	184	196	216	237
O&M	4	7	11	12	12	11	12
EBITDA	101	146	154	172	184	205	225
Interest - Senior	75	100	99	96	92	86	77
Depreciation	64	86	86	86	86	87	88
Expenses Write off	3	3	3	3	3	-	-
PBT	-42	-44	-35	-14	2	32	59
Tax	-	-	-	-	0	5	10
Interest on DSRA & Cash (Net tax)	0.00	2	4	6	8	10	11
PAT	-42	-42	-31	-8	9	36	61
CASH PROFITS	25	48	59	81	99	123	149

4.7.4.8 Extract of toll revenue projected as per PIM for KSEL



PROJECT INFORMATION MEMORANDUM

KHED SINNAR EXPRESSWAY LIMITED
(Promoted by IL&FS Transportation Networks Ltd.)

EOP

Year Ending March	2017	2018	2019
Toll Revenue	83.77	142.84	159.99
Total Revenue	83.77	142.84	159.99
O&M	9.28	15.13	15.89
Premium paid to restore concession	0.00	0.00	0.00
EBITDA	74.49	127.71	144.11
Interest - Senior Debt	80.99	128.93	126.50
Interest - Sponsor Sub Debt	20.82	32.46	32.46
Interest - Sponsor Support	0.65	2.51	4.85
Depreciation	25.72	43.85	49.12
PBT	-53.68	-80.04	-68.83
Tax	0.00	0.00	0.00
Interest on Cash (Net tax)	3.80	6.05	6.30
Net Profit	-49.88	-73.99	-62.53

4.7.4.9 Extract of toll revenue projected as per Traffic Report for KSEL

IDBI BANK

Due Diligence Study for "Four-Laning of Khed- Sinnar Section of NH- 50 from km 42.000 to km 177.000 (Design Length - 137.946 Km) in the State of Maharashtra under NHDP Phase IV B as BOT (Toll) on DBFOT Pattern

Traffic Assessment Report
Final Report

July 2015

FEEDBACK INFRA
Making Infrastructure Happen

Traffic studies for Khed-Sinnar section of NH-50

Traffic Assessment Report

3.7 TOLL REVENUE ESTIMATES

The summary of toll revenue estimate for most likely scenario is presented in Table 3-11 below:

Table 3-11: Summary of annual toll revenue estimation (Rs. in Crores)

Period	Revenue from Toll Plaza		Total
	1 @ km 88.000	2 @ km 135.000	
Apr-17 Mar-18	77.93	65.37	143.29
Apr-18 Mar-19	88.37	74.38	162.75
Apr-19 Mar-20	100.44	83.01	183.45
Apr-20 Mar-21	115.58	94.73	210.31

4.7.4.10 Extract of toll revenue projected as per PIM for MPBCDCL

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED						
Development of Border Check Posts in Madhya Pradesh						
A BOT CHECKPOST PROJECT IN MADHYA PRADESH						
						
Year Ending March	2014	2015	2016	2017	2018	2019
Operating Income	251.68	297.99	319.60	346.58	371.56	395.44
Total Revenue	251.68	297.99	319.60	346.58	371.56	395.44
O&M	57.67	61.13	64.80	68.69	72.81	77.18
EBITDA	194.01	236.86	254.80	277.89	298.75	318.26
Interest - Senior	97.06	101.61	93.46	82.38	68.68	52.38
Interest – Subordinate	24.54	27.34	27.34	27.34	25.42	21.60
BG Charges	0.20	0.50	0.58	0.61	0.64	0.66
Depreciation	114.41	126.93	126.93	126.93	132.42	139.04
Preliminary & Pre-operative expenses written off	3.31	3.31	3.31	3.31	3.31	-
PBT	-45.52	-22.83	3.18	37.32	68.28	104.58
Tax	-	-	0.64	7.47	30.30	51.23
Interest on Cash (Net tax)	-	1.08	2.03	3.09	5.64	6.59
PAT	-45.52	-21.76	4.58	32.95	43.61	59.94
CASH PROFITS	72.21	108.49	134.82	163.19	179.35	198.98

4.7.4.11 Extract of toll revenue projected as per Traffic Report for MPBCDCL



Table 5.5: Revenue Estimation

Year	Service Revenue	Loading/ Unloading 20%	Parking Revenue for First 6 hours	Parking Revenue for next 6 hours	Total	Total
					in Rs	in Rs Crore
2011	1028537150	598918774	20315900	5192125	1652963949	165.3
2012	1149093000	616512772	25128425	5911175	1796645372	179.66
2013	1243841525	610168211	26787350	6451375	1887248461	188.72
2014	1376013500	624938544	28493725	7303650	2036749419	203.67
2015	1545983050	562492282	34545425	8119425	2151140182	215.11
2016	1765435650	630880221	36532850	9010025	2441858746	244.19
2017	1958462250	685546417	38788550	10028375	2692825592	269.28
2018	2137525775	765180543	45891450	11048550	2959646318	295.96
2019	2375034925	851492910	48541350	12187350	3287256535	328.73

4.7.4.12 Extract of toll revenue projected as per PIM for BAEL

CONFIDENTIAL

BARWA ADDA EXPRESSWAY LIMITED
(PROMOTED BY IL&FS TRANSPORTATION NETWORKS LIMITED)



Six-Laning of Barwa-Adda-Panagarh Section of NH-2 from km 398.240 to km 521.120 including Panagarh Bypass in the States of Jharkhand and West Bengal under NHDP Phase V on Toll on DBFOT Pattern

PROJECT INFORMATION MEMORANDUM

SOLE ARRANGER

IL&FS Financial Services
IL&FS Financial Services Limited

July 2015

Barwa Adda Expressway Private Limited

Confidential

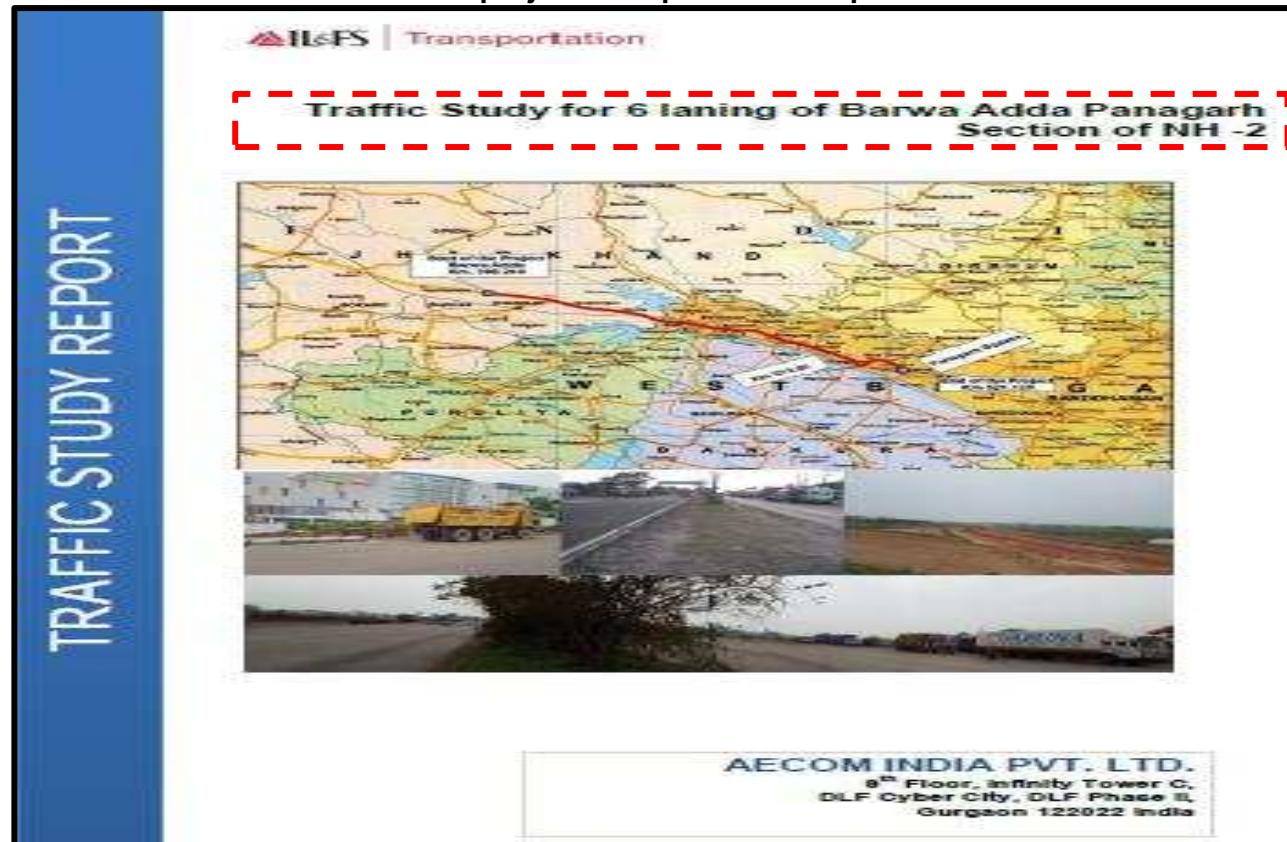
ANNEXURE IV - PROJECTED FINANCIALS

(A) PROJECTED PROFITABILITY STATEMENT

(Amount in Rs cr)

FINANCIAL POSITION AS AT	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
REVENUES										
Toll Revenues	-	71.93	139.56	214.42	251.88	287.96	321.10	358.14	398.40	447.99
TOTAL Revenue	-	71.93	139.56	214.42	251.88	287.96	321.10	358.14	398.40	447.99
OPERATING EXPENSES										
Premium Paid	-	44.10	46.31	48.62	51.05	53.60	56.28	59.10	62.05	65.16
Operation and Routine Maintenance	0.51	7.11	17.45	20.81	21.85	22.94	24.09	25.29	26.56	29.12
TOTAL Operating Expenses	0.51	51.21	63.76	69.43	72.90	76.55	80.37	84.39	88.61	94.27
EBIDTA	(0.51)	20.72	75.80	144.99	178.98	211.42	240.73	273.75	309.79	353.71

4.7.4.13 Extract of toll revenue projected as per Traffic Report for BAEL



6.4.2 Toll Revenue Estimation

Based on the estimated toll-able traffic under each of the discount categories and toll rates, total toll revenue has been estimated for each year till the year 2044 and is presented in Table 6-10

Table 6-10 - Summary of Toll Revenue

Financial Year	Toll Plaza I (438) (Rs. Millions)	Toll Plaza II (507) (Rs. Millions)	Total Revenue (Rs. Millions)	Remarks
2015 - 2016	718	0	718	Construction Period*
2016 - 2017	779	705	1483	6 Months Operation period*
2017 - 2018	745	1636	2381	
2018 - 2019	902	1903	2805	
2019 - 2020	1047	2170	3217	
2020 - 2021	1188	2447	3635	
2021 - 2022	1354	2751	4104	

4.7.4.14 Extract of toll revenue projected as per Traffic Report for ACEL

 Transportation IL&FS Transportation Networks Ltd.	Traffic Due Diligence Study for Four-laning of Amravati – Chikhli Section of NH 6 from km 166.000 to km 360.00 in the state of Maharashtra			
Traffic Assessment Report				
	March 2016			
<i>With diversion (in Rs. Cr)</i>				
Year	km 219.000	km 281.000	km 355.850	Total
2015-16	54.61	82.73	58.71	196.05
2016-17	59.59	90.47	64.71	214.78
2017-18	67.75	102.34	72.88	242.98
2018-19	76.97	115.50	83.14	275.61
2019-20	87.03	131.08	93.87	311.99
2020-21	98.09	147.37	105.94	351.40
2021-22	110.78	166.73	120.04	397.56

4.7.4.15 Extract of toll revenue projected as per PIM of KNCEL

CONFIDENTIAL

KIRATPUR NER CHOWK EXPRESSWAY LIMITED

DBFOT Road Project in Himachal Pradesh
(Four laning of Kiratpur to Ner-Chowk section of NH-21)



PROJECT INFORMATION MEMORANDUM

MANDATED LEAD ARRANGER
IL&FS | Financial Services
 IL&FS Financial Services Limited

SOLE UNDERWRITER & JOINT ARRANGER
YES BANK

APRIL 2012

ANNEXURE IV PROJECTED FINANCIALS

PROJECTED PROFITABILITY STATEMENT

(Amount in Rs. Cr.)

Year Ending March	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Toll Revenue	122.97	255.83	283.41	310.41	341.51	373.07	406.08	442.81	479.60	517.84	559.26	605.17	656.06	704.07	757.05	812.22
Interest on Cash (Net tax)	-	0.36	0.82	1.65	2.85	4.41	6.28	8.09	10.35	12.41	14.56	16.87	19.22	21.30	24.25	27.93
Total Revenue	122.97	256.19	284.23	312.06	344.36	377.48	412.36	450.90	489.95	530.24	573.82	622.04	675.28	725.37	781.30	840.15
O&M	11.48	60.24	63.86	67.69	71.75	76.05	80.62	85.45	90.58	96.02	101.78	107.88	114.36	121.22	128.49	136.20
EBITDA	111.49	195.95	220.37	244.37	272.61	301.43	331.74	365.44	399.37	434.23	472.04	514.15	560.93	604.16	652.81	703.95
Interest - Senior	87.88	165.92	165.89	165.82	165.46	164.30	161.81	158.49	152.68	142.73	129.45	112.03	87.97	59.76	30.73	3.82
Interest - Sub debt from promoter-accrued	12.69	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.95	23.20
BG Charges	0.52	0.52	0.52	0.52	0.54	0.56	0.60	0.59	0.70	0.76	0.81	0.90	1.05	0.96	0.91	-
Depreciation	50.32	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36
Preliminary & Pre-operative exps w/off	2.61	4.90	4.90	4.90	4.90	2.29	-	-	-	-	-	-	-	-	-	-
PBT	-42.51	-95.69	-71.24	-47.17	-18.58	13.98	49.03	86.06	125.68	170.43	221.47	280.92	351.60	423.12	500.86	580.57
Tax	-	-	-	-	-	1.91	4.85	11.67	18.91	27.20	36.72	47.87	61.24	74.82	89.45	-0.00
PAT	-42.51	-95.69	-70.42	-45.53	-15.73	16.48	50.47	82.48	117.12	155.64	199.30	249.92	309.58	369.61	435.66	608.50
CASH PROFITS	10.41	5.56	30.83	55.73	85.52	115.12	146.82	178.84	213.47	251.99	295.66	346.28	405.94	465.96	532.02	704.86

4.7.4.16 Extract of toll revenue projected as per traffic study report of KNCEL

IL&FS | Transportation
IL&FS Transportation Networks Limited

Four Laning of Kiratpur to Ner-Chowk section of NH-21 in the State of Punjab and Himachal Pradesh under NHDP Phase III on Design, Build, Finance, Operate and Transfer (toll) basis

Final Traffic Report
July- 2015

Consultants:
Feedback Infra Pvt. Ltd.
New Delhi – Hyderabad - Mumbai – Bangalore
15th Floor, Tower 9B, DLF Cyber City, Phase-III,
Gurgaon 122 002

FEEDBACK INFRA
Making Infrastructure Happen

4.3 TOLL REVENUE ESTIMATES

The Toll Revenue estimated for most likely scenario has been tabulated in **Table 4.15**.

Table 4.15: Toll Revenue Estimation (Rs. in Crores)

Year	Revenue from Toll Plaza at km 81.000	Revenue from Toll Plaza at km 151.000	Total Revenue
Apr-15 Mar-16	145.85	36.15	182.00
Apr-16 Mar-17	161.52	39.77	201.29

Final Traffic Report Page 70

Four Laning of Kiratpur – Ner Chowk Section of NH-21 From Km 73.20 to Km 186.50 in the State of Punjab and Himachal Pradesh as BOT (Toll) on DBFO Pattern Under NHDP-III

FEEDBACK INFRA
Making Infrastructure Happen

Year	Revenue from Toll Plaza at km 81.000	Revenue from Toll Plaza at km 151.000	Total Revenue
Apr-17 Mar-18	184.63	43.49	228.12
Apr-18 Mar-19	213.07	47.95	261.02
Apr-19 Mar-20	235.42	53.05	288.47
Apr-20 Mar-21	258.71	58.12	316.82
Apr-21 Mar-22	285.13	64.25	349.38
Apr-22 Mar-23	315.03	70.76	385.79
Apr-23 Mar-24	348.48	78.06	426.54
Apr-24 Mar-25	385.80	86.23	472.04
Apr-25 Mar-26	423.27	95.33	518.60
Apr-26 Mar-27	466.89	104.57	571.46
Apr-27 Mar-28	514.92	115.84	630.76
Apr-28 Mar-29	568.84	127.95	696.80
Apr-29 Mar-30	628.41	141.37	769.78
Apr-30 Mar-31	690.62	155.40	846.03
Apr-31 Mar-32	757.55	171.48	929.02
Apr-32 Mar-33	834.84	188.43	1023.28
Apr-33 Mar-34	918.93	207.89	1126.82
Apr-34 Mar-35	1012.41	229.75	1242.16
Apr-35 Mar-36	1118.65	253.44	1372.09
Apr-36 Mar-37	1232.83	280.99	1513.82
Apr-37 Mar-38	1364.79	310.20	1674.99
Apr-38 Mar-39	1509.02	343.62	1852.64
Apr-39 Mar-40	1669.53	381.85	2051.38
Apr-40 Mar-41	1851.51	422.89	2274.40
Apr-41 Mar-42	2053.02	469.88	2522.90

4.7.4.17 Extract of the email conversations dated 12 August 2018 between Kirti Kotian and representatives of ITNL

From: "Kotian, Kirti kumar (IN - Mumbai)" <kkotian@deloitte.com>
To: "Amit.Agarwal@iifsindia.com" <Amit.Agarwal@iifsindia.com>, "Vijay.Kini@iifsindia.com" <Vijay.Kini@iifsindia.com>, "Narayanan.Doraiswamy@iifsindia.com" <Narayanan.Doraiswamy@iifsindia.com>
Cc: "Udani, Nishit (IN - Mumbai)" <niudani@DELOITTE.com>, "Bang, Vedant (IN - Mumbai)" <vebang@deloitte.com>, "Dilip.Bhatia@iifsindia.com" <Dilip.Bhatia@iifsindia.com>
Date: 08/12/2018 05:54 PM
Subject: RE: FW: Queries - SBHL

Dear Amit,

I don't think you have understood our assignment. If you feel by giving such one liner answer and saying it is "Management estimate" we will be able to close our review, then please relook what is our assignment. You can please discuss with Vijay and Narayanan and provide a detailed analysis for all the assumptions used by you and any variance from the report you need provide us a detailed reasons for difference and a backup for the figures which you have considered in the model. We have to provide a REPORT on the projections, with this reply we cannot even start the review, report is way away.

Narayanan/Vijay, can you please look into this, the queries raised are basic queries for any model review. Once these are replied properly the review can start.

From: Narayanan.Doraiswamy@ilfsindia.com [mailto:Narayanan.Doraiswamy@ilfsindia.com]
 Sent: Friday, August 12, 2016 6:19 PM
 To: Kotian, Kirti kumar (IN - Mumbai) <kotian@deloitte.com>
 Cc: Amit.Agarwal@ilfsindia.com; Dilip.Bhatia@ilfsindia.com; Udani, Nishit (IN - Mumbai) <niudani@DELOITTE.com>; Bang, Vedant (IN - Mumbai) <vebang@deloitte.com>; Vijay.Kini@ilfsindia.com
 Subject: RE: FW: Queries - SBHL

I am pasting below the comments from Amit for easy reading and my comments are

- I am not clear what do you mean by one line comment, when there may be no further explanation required / required documents attached. I feel this applies to first 3 points below.
- In case of toll revenue, the growth in traffic are assumptions/ projections based on management estimates, backed up a report. The toll rate growth is assumption from the concession. If you see the toll revenue in the model Vs traffic report, there will not be a major variance. This is the practice of ITNL and industry and there is nothing new about this. If you still have doubt in your mind, you can speak to our traffic expert.
- Assumption for increase of administrative expenses @ 5% year on year, this is the best estimate of management. what else is required, at best you can say this is for inflation
- The answers / clarification from Amit, are reasonable and adequate
- I had sent you a mail, to come on a call or be available for a personal meeting. You never reverted and in the meanwhile for the explanations which are provided by Amit, your reply below is not correct and solves nothing
- Please call me along with your team, to discuss this

Toll Revenue	The toll revenue projections considered for SBHL were not as per the Traffic Report. Details of the mismatch can be found in tab "Toll Revenue". Kindly provide the reason for the same	Traffic Assessment Report by Feedback Infra dated August 2016	Toll Revenue	Toll revenue and growth are our estimates. Traffic Report is document support and need not be the same
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From: "Kotian, Kirti kumar (IN - Mumbai)" <kotian@deloitte.com>
 To: Narayanan.Doraiswamy@ilfsindia.com; Gupta, Harshit H. (IN - Mumbai) <harshitg@DELOITTE.com>
 Cc: Amit.Agarwal@ilfsindia.com; Dilip.Bhatia@ilfsindia.com; "Udani, Nishit (IN - Mumbai)" <niudani@DELOITTE.com>; "Bang, Vedant (IN - Mumbai)" <vebang@deloitte.com>; Vijay.Kini@ilfsindia.com
 Date: Fri, 12 Aug 2016 18:23
 Subject: RE: FW: Queries - SBHL

Narayanan, this definitely doesnot suffice. There has to be adequate backups for all assumptions which you are providing in the model. I am really clueless what to discuss when the answers given are not providing any scope for discussion. Anyways I will ask Harshit to connect and try to explain you.

4.7.4.18 Extract of the email dated 29 June 2012 sent by Ananya Maitra to Ajay Menon

Ananya Maitra	Dear Mr. Menon, This has reference to the sever...	29/06/2012 10:23 ZE5B
From:	Ananya Maitra	
To:	Ajay Menon	
Cc:	Sabyasachi Mukherjee; Amol Waikar; Chandrakant Jagasia; George Cherian; Narayanan Doraiswamy; Rahul Chandra Praveen	
Date:	29/06/2012 10:23 ZE5B	
Subject:	Funding of toll road projects	
<p>Dear Mr. Menon,</p> <p>This has reference to the several toll road projects for which IFIN has been syndicating debt requirement</p>		

over the past six months and our meetings and discussions with the senior management of Banks at their respective Head Offices across the country

In this regard, we wish to inform you that due to the general economic slowdown and the investment environment in the country, Banks are currently taking a very cautious approach while lending to the road sector. While there are certain toll road projects such as the ones in Jaipur, Delhi-Gurgaon, etc, which are doing fairly well, the general trend in the country for other toll road projects has not been so positive. Also, in view of the recent MoST directive to Banks to collate and submit information regarding projects which have been funded at a cost higher than the authority project cost, Banks are insisting on LIE cost vetting prior to appraising the credit profile of the project SPV

Further, there have been indications of highly inflated traffic study numbers submitted by traffic consultants at the time of launching of the project. It has been seen by Banks that there has been at least 30% variation in actual traffic numbers for operational projects in the first few years of operation. In view of the above, the Banks are insisting on appointing their own traffic consultants for conducting the traffic study and are not willing to rely on the reports submitted by Borrower appointed consultants

4.7.5 Potential anomalies in representation made to Axis Bank Limited

4.7.5.1 Extract of the email conversations dated 29 June 2012 and 06 July 2012

From: Mahesh.Muchhal@axisbank.com
To: Sachin.Mohite@ilfsindia.com
Cc: Niladhri.Nandi@axisbank.com, Chittaranjan.Tripathy@axisbank.com
Date: 29-06-2012 15:02
Subject: ITNL Projects Data

Dear Sachin,

As discussed, please provide replies to below mentioned queries:

1. List of under development projects which have time/cost overrun (if any)
2. List of operational project which have material differences between actual and estimated toll revenue
3. Project wise breakup or an overview on FY12 and FY13 advisory & project management income

Request you to furnish the data as it is required on an urgent basis.

Thanks & Regards,
Mahesh Muchhal
Manager, Infrastructure Business, Axis Bank Ltd.

4.7.5.2 Extract of the email conversations dated 29 June 2012 and 06 July 2012

From: Sachin Mohite
To: Ajay Menon
Cc:
Date: 06/07/2012 10:38 ZE5B
Subject: Re: ITNL Projects Data - URGENT

Can we provide following reply to Axis for limit renewal process

1. List of under development projects which have time/cost overrun (if any)

No Time or cost overrun in the under development project

The projects currently under development are expected to be completed in time or within the extended time with prior approval and within cost as budgeted. However the final cost of the project shall be finalised / known at the time of COD

2. List of operational project which have material differences between actual and estimated toll revenue

Anything to provide on the above

The toll projects in general have a tendency to drop in the initial stages, as compared to the traffic plying prior to tolling. The stabilization of toll traffic happens over a period of time, during which the revenue in general is sufficient to meet the operational requirements of the SPV

3. Project wise breakup or an overview on FY12 and FY13 advisory & project management income

Lis can be provided on the basis of projection

Regards

4.7.5.3 Extract of the email conversations dated 06 July 2012

From: Ajay Menon
To: Sachin Mohite; Narayanan Doraiswamy; Vijay Kini
Cc: George Cherian
Date: 06/07/2012 10:45 ZE5B
Subject: Re: ITNL Projects Data - URGENT

Need spell check. U need to confirm with ND/VK on points 1 and 2 on the stand to be taken while providing inf to outside parties so that it is consistent as we know there are cost overrun and revenue mismatches in our projects

Re: ITNL Projects Data - URGENT 
Narayanan Doraiswamy to: Ajay Menon
Cc: George Cherian, Sachin Mohite, Vijay Kini

06-07-2012 04.22 PM

Ajay

Checked with Mukund, has advised to give a suitable reply, considering the projects have not yet reached the final stage and for completed projects the variation is in line with the current market condition. Replies are accordingly made, which you can edit.

Regards
Ajay Menon/ITNL

From: Narayanan Doraiswamy
To: Ajay Menon; Sachin Mohite; Vijay Kini
Cc: George Cherian
Date: 06/07/2012 11:12 ZE5B
Subject: Re: ITNL Projects Data - URGENT

We need to share / check with Mukund before giving

4.7.5.4 Extract of the email conversations dated 06 July 2012

From: Sachin.Mohite@ilfsindia.com
Sent: 06 July 2012 6:54 PM
To: Mahesh.Muchhal@axisbank.com
Cc: Chittaranjan.Tripathy@axisbank.com; Niladri.Nandi@axisbank.com; Ajay.Menon@ilfsindia.com; Santhosh.Shetty@axisbank.com
Subject: Re: ITNL Projects Data
Attachments: Income Break Up for F.Y. 13 and 14.xls
Importance: High

Dear Mahesh

PFA our reply marked in RED colour

Regards
Sachin Mohile

From: Mahesh.Muchhal@axisbank.com
To: Sachin.Mohite@ilfsindia.com
Cc: Niladri.Nandi@axisbank.com, Chittaranjan.Tripathy@axisbank.com
Date: 29-06-2012 15:02
Subject: ITNL Projects Data

Dear Sachin,
As discussed, please provide replies to below mentioned queries:

1. List of under development projects which have time/cost overrun (if any)

The projects currently under development are expected to be completed in time or within the extended time with prior approval and within cost as budgeted. However the final cost of the project shall be finalised / known at the time of COD

2. List of operational project which have material differences between actual and estimated toll revenue

The toll projects in general have a tendency to drop in the initial stages, as compared to the traffic plying prior to tolling. The stabilization of toll traffic happens over a period of time, during which the revenue in general is sufficient to meet the operational requirements of the SPV

3. Project wise breakup or an overview on FY12 and FY13 advisory & project management income

1

Attached herewith (See attached file: Income Break Up for F.Y. 13 and 14.xls)

Request you to furnish the data as it is required on an urgent basis.

Thanks & Regards,
Mahesh Muchhal
Manager, Infrastructure Business, Axis Bank Ltd.

4.7.6 Potential issues pertaining to equity infusion by JV Partner SEL in SSTL Project

4.7.6.1 Extract of the joint-venture agreement dated 18 March 2013 executed between Soma Enterprises Limited ('SEL') and ITNL to form SSTL:

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (hereinafter referred to as "the Agreement") is made on this 18th day of March 2013 at New Delhi

BETWEEN

SOMA Enterprise Limited a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Soma Heights, 3, Siddhi Vinayak Society, Karve Road, Pune 411038 and having its representative office at B-4/45, Safdarjung Enclave, New Delhi 110029 (hereinafter referred to as "Soma" which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

AND

IL&FS Transportation Networks Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at IL&FS Financial Centre, C- 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and having a representative office at 3rd Floor, The Ambience Corporate

1 

Tower, Ambience Island, National Highway No. 8, Gurgaon 122 001, Haryana (hereinafter referred to as "ITNL" which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

(Soma and ITNL may hereinafter be collectively referred to as the "Parties" and individually as a "Party" and also individually as "Shareholder" or jointly as "Shareholders")

WHEREAS:

- I. ITNL is engaged in the development, commissioning and management of Transportation Infrastructure projects with presence in roads, highways, metro rail, bus transportation and border check posts
- II. Soma is engaged in the development of core infrastructure projects in the transportation, hydel power and water resources sectors amongst others
- III. Soma was declared as the successful bidder for Construction, Operation and Maintenance of Z-Morh Tunnel including approaches on National Highway No. 1 (Srinagar Sonamarg Gulmarg Road) in the State of J&K on Design, Build, Finance, Operate and Transfer (DBFOT) Annuity Basis ("the Project") by Border Road Organisation ("BRO/Authority") and has been issued the Letter of Award (LOA) vide letter bearing Ref no. 24552/DGBR/BCN/Z-Morh/160/E8 dated 12th March 2013 by the Authority.
- IV. In terms of the LOA, Soma is required to incorporate a Special Purpose Vehicle (hereinafter referred to as "SPV") for execution of the Project in terms of Request for Proposal (RFP) issued by the Authority vide letter bearing Ref. No.24552/DGBR/BCN/Z-Morh / 07 /E8 dated 3rd August 2012 and to sign Concession Agreement (defined hereinafter).
- V. Soma is desirous of admitting a partner in the project and intends to part with its stake in the project, which is to be housed in the proposed SPV, by offering to ITNL the stake to the extent of 49%.
- VI. To achieve the above understanding Soma has offered and ITNL has agreed to subscribe to 14.5% shareholding in the SPV at the time of incorporation of the SPV. Subsequently, ITNL will acquire additional 34.5% stake in the SPV upon receipt of the requisite approvals from the Authority in terms of Clause 5.3.2 of the draft Concession Agreement.
- VII. As consideration for Soma parting with its 49% stake or interest in the project, which is to be executed through the SPV, ITNL agrees to pay Rs. 100 crores (Rupees Hundred Crores only) (hereinafter referred to as "Premium") to Soma on or before 31st March 2013 on the terms and conditions referred hereinafter in this Agreement

2 

4.7.6.2 Extract of bank book of ITNL (Yes Bank Ltd. CC A/c No – 000185700000560) representing loan given to SEL on 07 October 2014

Posting Date	Offst.acct	Name of offsetting account	Standard tag	Doc/ Date	P	Debit	Credit	Text	Bank name
		Soma Enterprise Ltd / P.O.Box							
07-Oct-2014	1010705040	400051 / 400051 Bandra East	Loans and advances	12-11-2014	50	-	-3,57,00,000	*MM1100-Investment / Increase 000000000526	Yes Bank Ltd. CC A/c No - 000185700000560

4.7.6.3 Extract of Bank Statement of ITNL (Axis Bank A/c – 028010200009072) representing loan given to SEL on 29 October 2014 and 06 January 2015

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2014 AND 31-03-2015						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
TRAN DATE	Narration	CHQ NO	Value Date	Withdrawals (INR)	Deposits (INR)	BALANCE
29-10-2014	BRN-RTGS-UTIBH14302055347-IL AND FS TRANS-		29-10-2014	126150685.00		92796778.81
29-10-2014	RTGS/BARBH14302871935/MORADABAD BAREILLY EXPRESSWA		29-10-2014		10000000.00	102796778.81
29-10-2014	ANDHRA PRADESH EXPRESSWAY LIMITED OPERATION AND MA		29-10-2014		6016449.00	108813227.81
29-10-2014	SOMA ENTERPRISES LTD		29-10-2014	2550000.00		106263227.81
29-10-2014	BRN-RTGS-UTIBH14302058618-SRINAGAR SONAMA-		29-10-2014	2450000.00		103813227.81
06-01-2015	BRN-RTGS-UTIBH15006059359-KHED SINNAR EXP-		06-01-2015	10000000.00		539409686.37
06-01-2015	SOMA ENTERPRISES LTD		06-01-2015	20400000.00		519009686.37
06-01-2015	BRN-RTGS-UTIBH15006060042-IL AND FS ENGIN-		06-01-2015	141371828.00		377637858.37

4.7.6.4 Extract of Bank Statement of SSTL (ICICI Bank A/c – 000705040784) representing equity contribution brought in by SEL on 07 October 2014 and 29 October 2014

Summary of Account as on 31-12-2014						
I. Operative Account in INR						
Type of Account	Account Number	Balance (INR)	MICR	IFSC	Nomination	
Savings	000705040784	87,14,334.00 Cr	110229002	ICICI0000007	Registered	
	TOTAL	87,14,334.00 Cr				
08-10-2014	NEFT-0P14100765038919-IL AND FS TRANSPORTAT-NA	0.00	3,43,00,000.00			3,62,87,414.00 Cr
08-10-2014	RTGS-UTIBR52014100800062282-SOMA ENTERPRISE LIMITE	0.00	3,57,00,000.00			7,19,87,414.00 Cr
10-10-2014	TRFR TO:TBSPAYMENT	4,51,69,592.00	0.00			2,68,17,822.00 Cr
20-10-2014	RTGS :ICICR52014102000028634/IDBI TRUSTEESHIP SERV	2,55,900.00	0.00			2,65,61,922.00 Cr
29-10-2014	RTGS-UTIBR52014102900058618-IL FS TRANSPORTATION N	0.00	24,50,000.00			2,90,11,922.00 Cr
29-10-2014	RTGS-UTIBR52014102900075860-SOMA ENTERPRISE LIMITE	0.00	25,50,000.00			3,15,61,922.00 Cr
30-10-2014	TRFR TO:YOURSELF FOR DD	38,45,000.00	0.00			2,77,16,922.00 Cr
30-10-2014	TRFR TO:YOURSELF FOR DD	9,98,000.00	0.00			2,67,18,922.00 Cr

4.7.6.5 Extract of Email dated 10 October 2014 send by Anwaya Kadu to Vijay Kini

From: Anwaya Kadu/ITNL
To: Vijay Kini/ITNL@ILFS
Cc: Chandrakant Jagasia/ITNL@ILFS, Krishna Ghag/ITNL@ILFS, Shaileendra Jahagirdar/IFSL@ILFS, ITNL cstrainee/ITNL@ILFS
Date: 10-10-14 05:25 PM
Subject: Fw: Increase in Auth Cap of SSTL

Dear Sir,

As discussed, Please note that for increasing the authorised capital from 10 lakhs to 50 crores following payments needs to be made

The said increased would be considered in the AGM held on September 30, 2014 and needs to be filed with RoC before October 29, 2014

Kindly advice

SSTL

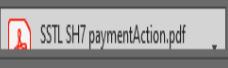
Current Auth Sh Cap	10 Lakhs
Proposed Auth Sh Cap	50 crores
Difference	49.90 Crores
ROC Fees	38,60,000
Stamp Duty	9,98,000
Total	48,58,000

4.7.6.6 Extract of Email dated 20 October 2014 send by Preeti Jain to Vijay Kini

 CN=Preeti Jain/O=ITNL <PreetiJain@ilfsindia.com> |  ON=Vijay Kini/O=ITNL@ILFS | 11 | 28-10-2014

Fw: Increase in Auth Cap of SSTL

We removed extra line breaks from this message.

Sir, there is no fund in SSTL to pay these fees, should more equity be infused, pls guide for the amount of additional equity to be sought for

Warm Regards,
 Preeti Jain
 +91 91 671 43929
 +91 22 2659 3928
 ----- Forwarded by Preeti Jain/ITNL on 28-10-2014 16:06 -----

4.7.6.7 Extract of Email dated 29 October 2014 send by Vijay Kini to ITNL representatives

Vijay.Kini@iifsindia.com | Ajay_Menon/ITNL%ILFS; Sachin_Mohite/ITNL%ILFS; Maulik_Buch/ITNL%ILFS; Preeti_Jain/ITNL%ILFS; Anand_Mhaddalkar/ITNL%ILFS 29-10-2014

Fw: Re: Increase in Auth Cap of SSTL

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Dear All

Please arrange to provide fund of Rs 50 lacs as under in order to pay ROC fee of SSTL

From ITNL to SSTL - Rs 24.50 Lacs

From ITNL to Soma - Rs 25.50 Lacs

Anand - Please arrange to transfer funds to SSTL from Soma today

Regards

Vijay Kini

4.7.7 Potential instances of amendment in development agreements between ITNL and its SPVs to reflect profitability in standalone financials of ITNL

4.7.7.1 Extract of the email dated 03 March 2017 which was sent by Ashvini Rane to SC Mittal, Vijay Kini and others

From: CN=Ashvini Rane/O=ITNL <Ashvini.Rane@ifsindia.com>
Sent: 03 March 2017 18:14
To: CN=SC Mittal/O=ITNL@ILFS; CN=Vijay Kini/O=ITNL@ILFS; CN=Tushar Palule/O=ITNL@ILFS; CN=Prashant Agarwal/O=ITNL@ILFS; CN=Arati Sathe/O=ITNL@ILFS
Cc: CN=Dilip Bhatia/O=ITNL@ILFS; CN=Mukund Sapre/O=ITNL@ILFS
Subject: PAP- Q4 Forecast
Attachments: PAP-28.2.17-Final.xlsx; PAP-28.2.17-Final.xlsx.gif; PAP-28.2.17-Final.xlsx

Dear All,

As discussed ,please find enclosed Q4 - SA and Consol Action points for your information and doing the needful,

Sr.no.	Particulars	Rain Cr	Accountability	Remarks
1	KSEL Revised Development agreement Impact development agreement	46	SC Mittal	MCA to be updated with revision in
2	SBHL Revised development agreement for Cost overrun revision in development agreement and additional cost. SBHL projections to be revised considering additional cost of Rs 17 Crs thereby increasing the Development agreement to 741 Cr	-15	SC Mittal / Vijay	MCA to be updated with revision in development agreement and additional cost
3	KNCEL Revised Margin Impact including additional margin of Rs150 Cr 85 Escalation saving of Rs 45 Cr and additional revenue of Rs 39 Cr impact	52	SC Mittal	MCA to be updated with revision in development agreement and additional cost
4	CNTL Cost increase (Land/Security & Other) benefit of Rs 8 Cr factored	-2	SC Mittal	To provide revised estimate of cost to complete without considering increase of Rs 8.33 in the total cost which will be considered in FY 18
	CNTL Insurance 17	SC Mittal	Require document for charging Rs 17 Cr by ITNL to CNTL	
5	JSEL Development Agreement revision for Cost overrun, if any0	SC Mittal	Detailed Note sent by Hiren to Mr Mittal. Fresh MCA required to capture revised cost and revenue	
6	FSEL L Const progress 10% with reduced margin 15	SC Mittal	To provide revised estimate of cost to complete with margin of 9%	
7	CNTL Inventory benefit 40	SC Mittal/Tushar/Prashant	Valuation to be obtained from independent chartered engineer and CA	
8	PMC revenue :			
	BAEL 14	SC Mittal	MOU required with MCA	
	KSEL 12	SC Mittal	MOU required with MCA	
	KNCEL 14	SC Mittal	MOU required with MCA	
9	DEF-Soma Enterprise 50	Mukund S	To provide a agreement between ITNL and Soma	
10	RMGL Stake Sales-ITNL SA	13	Dilip Bhatia	
11	RMGL Stake Sales-IRL SA	219	Dilip Bhatia	
12	RMGL Stake Sales-Consol	162	Dilip Bhatia	To provide necessary agreements for Stake sale
13	VNIL Claim benefit 45	SC Mittal / Vijay Kini	Complete Claim documentation	
14	MPBDCCL claim benefit 318	SC Mittal / Vijay Kini	Complete Claim documentation	

Thanks & Regards,
 Ashvini Rane
 26384705

4.7.7.2 Extract of attachment in the email dated 03 March 2017 which was sent by Ashvini Rane to SC Mittal, Vijay Kini and other

Profit Achievement Plan Q4 and FY 17		Rs.in Cr.		Accountability	Action Points
Sr.no.	Particulars	Q4	FY17		
A. Standalone :					
B. PAT as of 8th Feb 2017	226	228	228		
C. Add: Increase in PAT	329	329	329		
1 Construction Agreement Amendments:					
KSEL					
Revised Development agreement Impact	46	46	SC Mittal	MCA to be updated with revision in development agreement	
SBHL					
Revised development agreement for Cost overrun	-15	-15	SC Mittal / Vijay	MCA to be updated with revision in development agreement and additional cost. SBHL projections to be revised considering additional cost of Rs 17 Crs thereby increasing the Development agreement to 741 Cr	
KNCCL					
Revised Margin Impact including additional margin of Rs 150 Cr	85	85	SC Mittal	MCA to be updated with revision in development agreement and additional cost	
Escalation saving of Rs 45 Cr and additional revenue of Rs 39 Cr Impact	52	52			
CNTL					
Cost increase (Land/Security & Other) benefit of Rs 8 Cr factored	-2	-2	SC Mittal	To provide revised estimate of cost to complete without considering increase of Rs 8.33 in the total cost which will be considered in FY 18	
CNTL Insurance	17	17	SC Mittal	Require document for charging Rs 17 Cr by ITNL to CNTL	
JSEL					
Development Agreement revision for Cost overrun, if any	0	0	SC Mittal	Detailed Note sent by Hiren to Mr Mittal. Fresh MCA required to capture revised cost and revenue	
2 PSEL Const progress 10% with reduced margin	15	15	SC Mittal	To provide revised estimate of cost to complete with margin of 9%	
3 CNTL Inventory benefit	40	40	SC Mittal/Tushar/Prashant	Valuation to be obtained from independent chartered engineer and CA	
4 PMC revenue :					
BAEL	14	14	SC Mittal	MOU required with MCA	
KSEL	12	12	SC Mittal	MOU required with MCA	
KNCCL	14	14	SC Mittal	MOU required with MCA	
5 DEF -Soma Enterprise	95	96			
6 CNTL O&M revenue revision	-4	-4			
7 Interest cost impact	-18	-18			
8 Interest income Impact	-4	-4			
9 O&M agreement -GRCL discontinued	-4	-4			
10 SG&A -MICL considered	-16	-16			
E. Revised PAT as of date	54	184			
F. Expected PAT for FY17			183		

4.7.7.3 Extract of the email dated 24 February 2017 sent by Tushar Palsule to Dilip Bhatia with regard to revision of margins in KNCEL project

From: CN=Tushar Palsule/O=ITNL <Tushar.Palsule@ilfsindia.com>
Sent: 24 February 2017 20:30
To: CN=Dilip Bhatia/O=ITNL@ILFS
Cc: CN=Prashant Agarwal/O=ITNL@ILFS; CN=Vijay Kini/O=ITNL@ILFS; CN=Ashvini Rane/O=ITNL@ILFS
Subject: Re: Q4 Forecast Standalone and Consol.
Attachments: Consol PAT.xlsx; Consol PAT.xlsx.gif; Consol PAT.xlsx

Hi Dilip.

Discussed this with Mr Mittal regarding KNCEL margin improvement Rs 150 cr .

Current Margins of KNCEL are ~6 % , these will get revised upwards to ~12 % upon Rs 150 cr of Revenue being accounted for through BOQ rate revision for which we have requested Mr Mittal to have a word with Mr Sapre & revert . (Historically this project has been under construction "at ~6 % margins & these being revised now at 12 % could face obvious questions from Auditors) .

Assuming a Total construction cost of ~Rs 1,200 cr this will result in additional margin of ~Rs 72-80 cr in Q IV & not R 150 cr (we will need to revise the BOQ rates further to achieve Rs 150 cr) .

bw,
Tushar

4.7.8 Potential instances of payments from SPVs to ITNL to maintain financial ratios

4.7.8.1 Extract of the email dated 29 August 2011 sent by Deep Sen to Narayan Doraiswamy and others :

Deep

Sen@ILFS To Jose M Mendez-Vigo, TK Banerjee@ILFS, Jagdish Aggarwall@ILFS, Narayanan Doraiswamy@ILFS, Amogh Gore@ILFS, Vaibhav Saraf@ILFS
 29-Aug-2011 18:05 CC Ramchand Karunakaran@ILFS, Mukund Sapre@ILFS, George Cherian@ILFS, MD Chatterjee@ILFS, Harish Mathur@ILFS, Ajay Menon@ILFS, Vipin Kini@ILFS
 Subject Cash Balances: Quarter End

Controllers

Each quarter ITNL is reporting out significant cash balances - working off an inflated balance sheet w/ high debt, interest expense . This needs to STOP .

Each of you is expected to manage cash balances more effectively - efficient draw-downs, debt re-payments, supplier payments . Cash to the extent mandated by compliance escrows, inter-company deposits are fine - the rest need to be swept to pull down debt . Expected Cash Balances aside from these two is Zero .

INR MM Q1 '10 Q2 '10 Q3 '10 Q4 '10 Q1 '11

Corporate 73.0 37.0 78.0 76.0 52.0

Elsamex 969.0 573.0 629.0 780.0 611.0

NTBCL 32.0 127.0 14.0 45.0 34.0

RMGL/JERS 158.0 243.0 79.0 500.0 183.0

Other SPVs 3477.0 4532.0 5175.0 3873.0 4490.0

- Construction 67% 81% 71% 65% 67%* CNTL : 147 crores ; HREL : 28 crores ; JRPICL : 60 crores ; MBEL : 25 crores

- O&M 33% 19% 29% 35% 33%* NKEL : 100 crores ; WGEL : 20 crores ; GRICL : 27 crores

Total Cash 4709.0 5512.0 5975.0 5274.0 5380.0

Debt 35,005.0 41,581.0 46,981.0 54,670.0 63,725.0

Cash/Debt 13% 13% 13% 10% 8%

4.7.8.2 Extract of the email dated 12 September 2011 sent by Amogh Gore to Vijay Kini

**Amogh
Gore/ILFS** To **Vijay Kini/ILFS@ILFS**
**12-09-
2011** cc
14:48 Subject **Re: Cash Balances : Quarter End**

Kindly raise invoices from ITNL to MBEL & HREL

With best regards,

Amogh H. Gore

From: Vijay Kini
Sent: 09/12/2011 03:11 PM ZE5B
To: Ashutosh Chandwar; Rajnish Saxena
Cc: Amogh Gore
Subject: Fw: Cash Balances : Quarter End

Need to transfer some funds from SPV to ITNL before 28th September 2011

You are therefore, requested to arrange to provide approval for at least 75% of the work to be certified for September 2011, by September 27th, 2011

Regards

Vijay Kini

4.7.9 Potential anomalies in toll revenue estimated at the bidding stage and toll revenue projected to lenders

4.7.9.1 Extract of spreadsheet named ‘Summary IRIDCL’ showing toll revenue estimated as provided by ITNL

Toll Revenue in Rs Cr										
		2010	2011	2012	2013	2014	2015	2016	2017	2018
Bid			19.64	36.08	40.12	44.87	49.11	55.74	62.32	70.60
FC/PIM			11.30	50.42	55.76	62.91	69.58	79.29	88.20	99.75

4.7.9.2 Extract of PIM of IRIDCL – Refer Annexure 5.7.4.3 and 5.7.4.4

4.7.9.3 Extract of spreadsheet named ‘Summary BKEL’ showing toll revenue estimated as provided by ITNL

Toll Revenue in Rs Cr									
		2013	2014	2015	2016	2017	2018	2019	
Bid		12	59	72	86	98	111	124	
FC/PIM		22	62	78	94	108	124	140	

4.7.9.4 Extract of PIM of BKEL – Refer Annexure 5.7.4.2

4.7.9.5 Extract of spreadsheet named ‘Summary PSRDCL’ showing toll revenue estimated as provided by ITNL

Toll Revenue in Rs Cr										
		2011	2012	2013	2014	2015	2016	2017	2018	2019
Bid				73.27	108.25	118.52	133.68	146.34	163.23	181.54
FCM				104.80	152.64	164.93	183.67	196.01	215.93	236.94

4.7.9.6 Extract of PIM of PSRDCL – Refer Annexure 5.7.4.7

4.7.9.7 Extract of spreadsheet named ‘Summary KSEL’ showing toll revenue estimated as provided by ITNL

Toll Revenue in Rs Cr										
			2014	2015	2016	2017	2018	2019	2020	2021
Bid							80.5	122.5	137.7	155.9
FC/PIM							83.8	142.8	160.0	179.8

4.7.9.8 Extract of PIM of KSEL – Refer annexure 5.4.7.8

4.7.10 Potentially inflated projections of toll revenue estimates in PIM data to potentially depict a strong financial position to lenders in MPBCDCL

4.7.10.1 Extract of spreadsheet named ‘Summary MPBDCL’ showing toll revenue estimates as provided by ITNL

Revenue in Rs Cr									
			2013	2014	2015	2016	2017	2018	2019
Bid				191.25	215.81	241.82	262.11	289.52	321.84
FC/PIM				257.15	303.73	325.63	352.91	378.21	402.42

4.7.10.1 Extract of toll revenue projected as per Traffic Report for MPBCDCL

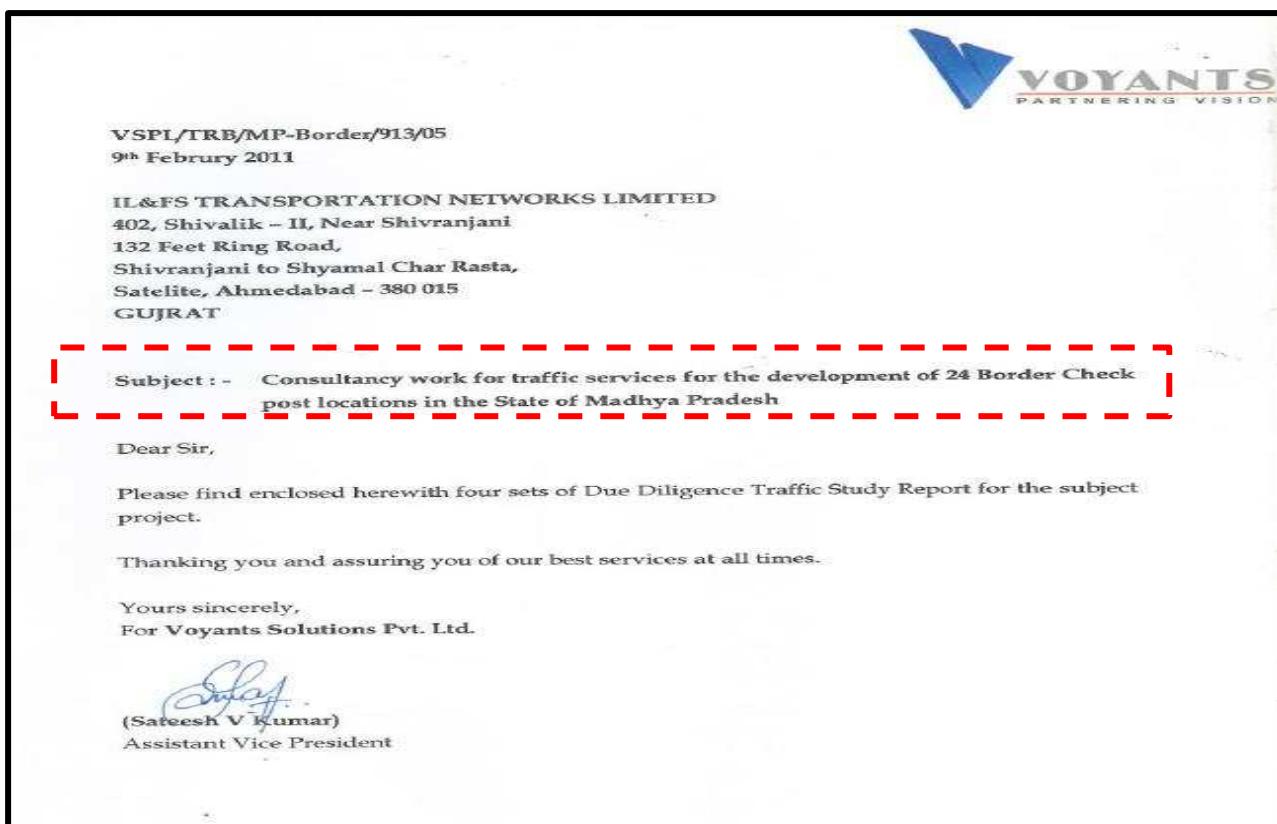


Table 5.5: Revenue Estimation

Year	Service Revenue	Loading/ Unloading 20%	Parking Revenue for First 6 hours	Parking Revenue for next 6 hours	Total	Total
					in Rs	in Rs Crore
2011	1028537150	598918774	20315900	5192125	1652963949	165.3
2012	1149093000	616512772	25128425	5911175	1796645372	179.66
2013	1243841525	610168211	26787350	6451375	1887248461	188.72
2014	1376013500	624938544	28493725	7303650	2036749419	203.67
2015	1545983050	562492282	34545425	8119425	2151140182	215.11
2016	1765435650	630880221	36532850	9010025	2441858746	244.19
2017	1958462250	685546417	38788550	10028375	2692825592	269.28
2018	2137525775	765180543	45891450	11048550	2959646318	295.96
2019	2375034925	851492910	48541350	12187350	3287256535	328.73

4.7.10.2 Extract of toll revenue projected as per PIM for MPBCDCL

MP BORDER CHECKPOST DEVELOPMENT COMPANY LIMITED						
Development of Border Check Posts in Madhya Pradesh						
A BOT CHECKPOST PROJECT IN MADHYA PRADESH						
						
Year Ending March	2014	2015	2016	2017	2018	2019
Operating Income	251.68	297.99	319.60	346.58	371.56	395.44
Total Revenue	251.68	297.99	319.60	346.58	371.56	395.44
O&M	57.67	61.13	64.80	68.69	72.81	77.18
EBITDA	194.01	236.86	254.80	277.89	298.75	318.26
Interest - Senior	97.06	101.61	93.46	82.38	68.68	52.38
Interest – Subordinate	24.54	27.34	27.34	27.34	25.42	21.60
BG Charges	0.20	0.50	0.58	0.61	0.64	0.66
Depreciation	114.41	126.93	126.93	126.93	132.42	139.04
Preliminary & Pre-operative expenses written off	3.31	3.31	3.31	3.31	3.31	-
PBT	-45.52	-22.83	3.18	37.32	68.28	104.58
Tax	-	-	0.64	7.47	30.30	51.23
Interest on Cash (Net tax)	-	1.08	2.03	3.09	5.64	6.59
PAT	-45.52	-21.76	4.58	32.95	43.61	59.94
CASH PROFITS	72.21	108.49	134.82	163.19	179.35	198.98

4.7.11 Potential adjustments made in books of accounts to achieve desired PAT

4.7.11.1 Extract of the email dated 12 December 2016 sent by Prashant Agarwal to Ashvini Rane and Satyam Poddar

From: Prashant Agarwal/ITNL
To: Ashvini Rane/ITNL@ILFS, Satyam Poddar/ITNL@ILFS
Date: 12-12-2016 10:12
Subject: Updates on Q3

Pls incorporate below changes in Q3 and send back

- NKEL Dividend 35
- Interest on conversion of Debtors to STL 20 (Calculate actual numbers excluding JSEL) take number from Arati
- KSEL - O&M Start up 20
- CNTL - O&M Start up 20
- Take out CNTL Design Fee of -20 (Take it to Q4)

I had revised the numbers. See the attached PPT

[attachment "Fcst Q3 Nov16 (10-12-16).pptx" deleted by Prashant Agarwal/ITNL]
Regards

CA Prashant Agrawal
AVP
IL&FS Transportation Networks Limited

4.7.11.2 Extract of the email dated 14 December 2016 sent by Vijay Kini to Prashant Agarwal

From: Prashant Agarwal/ITNL
 To: Vijay Kini/ITNL@ilfs
 Cc: Ashvini Rane/ITNL@ilfs, Dilip Bhatia/ITNL@ilfs, Satyam Poddar/ITNL@ilfs, Swapnil Bhalekar/ITNL@ilfs
 Date: 14/12/2016 09:54 AM
 Subject: Re: Fw: Updates on Q3

The suggestion has come from Mr Ram. Also we have been charging O&M Start up cost from all projects commencing operations

Sent from IBM Verse

Vijay Kini --- Re: Fw: Updates on Q3 ---
 From: "Vijay Kini" <Vijay.Kini@ilfsindia.com>
 To: "Prashant Agarwal" <Prashant.Agarwal@ilfsindia.com>
 Cc: "Ashvini Rane" <Ashvini.Rane@ilfsindia.com>, "Dilip Bhatia" <Dilip.Bhatia@ilfsindia.com>, "Satyam Poddar" <Satyam.Poddar@ilfsindia.com>, "Swapnil Bhalekar" <Swapnil.Bhalekar@ilfsindia.com>
 Date: Wed, 14 Dec 2016 11:12 a.m.
 Subject: Re: Fw: Updates on Q3

CNTL - Already stressed. Suggest not to book any additional cost (other than Rs 100 crs MOU) in CNTL

Regards

Vijay Kini

4.7.11.3 Extract of the email dated 15 December 2016 sent by Ashvini Rane to Dilip Bhatia

On 15-Dec-2016, at 1:28 PM, Ashvini Rane <Ashvini.Rane@ilfsindia.com> wrote:
 Dear Sir,

Please find forecast adjustments with details of person responsible for further action :

- NKE Dividend to ITNL Rs.5 Cr. -Vijay Kini
- NKE Dividend declared to IRIT and Punj Lloyd of Rs.30 Cr. to be declared back to ITNL during Q3 - Vijay Kini.
- NKE Current Dividend of Rs.2.43 Cr. and earlier dividend to IL&FS to be transferred to ITNL in Q3 - Vijay Kini
- Interest on conversion of Debtors to STL 20 (Calculate actual numbers excluding JSEL) -Prashant/Arati- KSEL - O&M Start up 20 - SC Mittal
- CNTL - O&M Start up 20- SC Mittal

Also enclosed revised Profit and Loss Statement with IND AS reconciliation for your kind perusal.

Request you to please advise on forward path for converting current loss of Rs.28 Cr.(after IND AS adjustments) to Profit after tax.

4.7.11.4 Extract of the email dated 15 December 2016 sent by Prashant Agarwal to Dilip Bhatia

On 15-Dec-2016, at 4:34 PM, Prashant Agarwal <Prashant.Agarwal@ilfsindia.com> wrote:

All those items which were discussed in the meeting have been incorporated in the forecast after which the loss is coming to Rs 28 Cr for Q3 against loss of Rs 116 earlier

In the meeting we also discussed that I will incorporate the items agreed and circulate the updated forecast amongst all. Then after looking at the updated numbers the further action points will be decided

The purpose of sending you the trailing mail was to update you before I circulate the updated numbers to all others

Regards

CA Prashant Agrawal
AVP
IL&FS Transportation Networks Limited

4.7.11.5 Extract of the email dated 15 December 2016 sent by Prashant Agarwal to Dilip Bhatia



Thu 15-12-2016 18:28

CN=Prashant Agarwal/O=ITNL <Prashant.Agarwal@ilfsindia.com>

Re: Updates on Q3 -

To : CN=Dilip Bhatia/O=ITNL@ILFS

Cc : CN=Ashvini Rane/O=ITNL@ILFS; CN=Satyam Poddar/O=ITNL@ILFS

In ACEL & FSEL it will help only if the same is billed as design fee because in construction unless we complete 10% we don't book margin and in Q3 we don't expect to achieve 10%

Regarding Ind AS adjustments I could not find figure of Rs 41 Cr in Ashvini's mails.

As per mail that I have the total Ind AS adjustment is positive Rs 144 Crs including everything. If we take out 114 Cr for APEL balance remains 30 of which I have shown 25 cr as Ind AS adjustment and also I have shown Def Tax Credit Rs 13 Cr separately. Total comes to Rs 38 Cr which is + 8

Regards

CA Prashant Agrawal
AVP
IL&FS Transportation Networks Limited

4.7.11.6 Extract of the email dated 20 December 2016 sent by Dilip Bhatia to K Ramchand, Mukund Sapre and SC Mittal

From: Dilip Bhatia/ITNL

To: Ramchand Karunakaran/ILFS@ILFS, Mukund Sapre/ITNL@ILFS, SC Mittal/ITNL@ILFS

Date: 20/12/2016 02:46 PM

Subject: Fw: Q3 forecast -R

All the action points we had agreed in Goa have been incorporated in the revised workings except for Margin revision in some of the Projects - BKEL, KSEL and BAEL, which was to be explored

Mittal - Request you to kindly look into this as we are still short by 40-50 Cr to achieve our target

Dilip Bhatia
Chief Financial Officer

4.7.11.7 Extract of e-mail dated 24 December 2010 Sent by Deep Sen to Karunkaran Ramchand

CN=Deep Sen/O=ILFS <Deep.Sen@ilfsindia.com> | CN=Ramchand Karunakaran/O=ILFS@ILFS; CN=George Cherian/O=ILFS@ILFS | 3 | 24/12/2010

CS
5 Year Estimates

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5 Year Estimates.xls 2 MB

Ram :

Pursuant to your request & our discussions - 5 year estimates were created based on :

- a) current projects
- b) % completion by Project Management (Tuesday's discussions on reducing PSRDCL, CNTL for 2010-11 will favourably impact 2012-13 as construction spills over - not built in)
- c) 2010-11 Forecast kept at the numbers that were presented on Tuesday , not the reduced ones of yesterday .
- d) 10% payroll inflation , 7% SG&A
- e) Toll Revenues on new projects being in line w/ project model assumptions (may need to review that)
- f) Corp borrowings @ 12% across all debt

Vijay Kini & Vaibhav Saraf burnt the midnight oil - the past two weeks creating this document , working thru' multiple assignments including month close . I have gone thru' their work over this period & felt this would form a basis for us to come together at a common platform early Jan . Mid Jan To Mid Feb is a very busy period for the accounting group with external financial reporting & with part time resources , probably very difficult to have discussions on drivers in the business & having folks work thru' numbers concurrently . I would appreciate during your next visit to the 8th floor if we could get ourselves to appreciate these two guys - incredible amount of work in limited time .

A few thoughts as I looked at it :

Managing Expectations :

8. Annexures

Project Icarus

CN=Deep Sen/O=ILFS <Deep.Sen@ilfsindia.com> CN=Ramchand Karunakaran/O=ILFS@ILFS; CN=George Cherian/O=ILFS@ILFS 3 24/12/2010

CS 5 Year Estimates
We removed extra line breaks from this message.

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2011-12 :

Construction will feed 15-20% PAT growth YOY subject to internal risks on project management , maybe some external - we need to thrash that . We need to review / better understand retail portions of our business (VNIL/Elsamex) and focus resources that will drive recovery . Benefits will spill over as we replicate retail and use retail to drive predictability in our product portfolio that eventually brings us reduced spikes in PAT/EBIT ROC . With Construction driving growth , its a year in which we should reduce PDFs to <= 1% of project cost to better represent our business thru' profitability across 3 phases (Development, Construction, O&M) . This resonates well given our current execution issues on being able to collect PDR's and rotate the debt across projects . Actions in Developing new geographies in roads, more retail components (bus, car parks, real estate) in addition to managing current suppliers (NHAI, State) will need to be defined for benefits in 2012-13 (optimistic) and beyond (2013-14)realistic . You will find thru' the ITNL standAlone model that will go to CRISIL later next week ; assumptions on 1 new project per quarter @ 1300 Crores w/ 1% PDF gets us easily 10% PAT growth YOY in StandAlone

CN=Deep Sen/O=ILFS <Deep.Sen@ilfsindia.com> CN=Ramchand Karunakaran/O=ILFS@ILFS; CN=George Cherian/O=ILFS@ILFS 3 24/12/2010

CS 5 Year Estimates
We removed extra line breaks from this message.

5 Year Estimates.xls 2 MB inline_picture_0.gif 2 KB 5 Year Estimates.xls 2 MB

You will find thru' the ITNL standAlone model that will go to CRISIL later next week ; assumptions on 1 new project per quarter @ 1300 Crores w/ 1% PDF gets us easily 10% PAT growth YOY in StandAlone

Clarity in Profitability :

Project Development, Project Management (Construction), Operations & Maintenance as product lines within each vertical (road/rail/airport) need to have clarity in profitability . At this time it appears Proj Development (6 months) is highly attractive . Project Management (24-30 months) is medium attractive . O&M (7 odd years) sucks - is that for real? As we mature , higher weightage of O&M in our business will adversely affect us in the event pricing patterns don't change . We need to define capacity for each product line , match costs (people & related) to revenues to understand true margins & hopefully better represent the business - internally & externally (investors, govts) . The StandAlone company needs to be broken out to understand these components , these will enhance effectiveness on pricing decisions on new projects

4.7.11.8 Extract of an email dated 28 November 2013 sent by Prashant Agarwal

From: Mukund Sapre/ITNL
To: Prashant Agarwal/ITNL@iifs,
Cc: MB Bajulge/ITNL@iifs, George Cherian/ITNL@iifs, Ajay Menon/ITNL@iifs, Vijay Kini/ITNL@iifs, Sachin Mohite/ITNL@iifs
Date: 28-11-2013 19:31
Subject: Re:

What was half yearly PAt at consol and stand alone and what will be q3 no when we do all this? So what will be both nos after 9 months?

What are assumption on pref and rights and GRICL Securitisation ?

Sent from my iPhone

On 28-Nov-2013, at 2:20 pm, "Prashant Agarwal" <Prashant.Agarwal@iifsindia.com> wrote:

Dear Sir,

The revised quarterly P&L forecast for Q3 & Q4 standalone & consolidated based on the discussions yesterday for profit improvement are enclosed for your review.

Standalone:

We would like to bring to your notice that for Q3 a total of Rs 560 Mn had been proposed for inclusion as PDF. Since this attracts Service Tax, it was necessary to inflate the total from Rs 560 Mn to Rs 660 Mn to negate the effect of the increased cost. The increase of Rs 100 Mn also takes care of the shortfall arising from the possible billing for commitment charges which now have been considered only 20 Mn Vs 60 Mn since the balance of 40 Mn pertains to IL&FS. The Q3 results on a standalone basis works out to 450 Mn as against 463 Mn in the previous yr after considering the benefit from the lower rate of corporate tax on account the treatment of 14A disallowance.

As a result of advancing the 10% completion for KNCEL & IRIDCL from Q4 to Q3, the results for Q4 are adversely impacted. Additionally PDF of 250 Mn considered in Q4 (unidentified SPVs) has now been advanced to Q3 which further impacts Q4 adversely. However part of the adverse impact is offset by considering 10% completion for KSEL & BAPL in Q4.

The net adverse impact in Q4 is Rs 40 Mn

For the full year the result would be 2,135 Mn Vs 2,712 Mn in the previous yr

4.7.12 Potential anomalies in Letter of Comfort and Financial Guarantee by ITNL to BAEL

4.7.12.1 Extract of ITNL Consolidated Financial Statement for the Financial Year 2017-18:

Subsidiaries		Details of the Group's subsidiaries at the end of the reporting year are as follows.		
Name of subsidiary	Principal activity	Place of incorporation and operation	Proportion of ownership interest and voting power held by the Group (%)	
			As at March 31, 2018	As at March 31, 2017
1. Held directly:				
Scheme of ITNL Road Investment Trust	Investment Holding	India	100.00	100.00
East Hyderabad Expressway Limited	Surface Transportation	India	74.00	74.00
ITNL Road Infrastructure Development Company Limited	Surface Transportation	India	100.00	100.00
IL&FS Rail Limited	Investment Holding	India	83.25	83.25
ITNL International Pte. Ltd.	Investment Holding	Singapore	100.00	100.00
Vansh Nimay Infraprojects Limited	Surface Transportation	India	90.00	90.00
West Gujarat Expressway Limited	Surface Transportation	India	74.00	74.00
Charminar RoboPark Limited	Car Park development	India	89.20##	89.20##
ITNL Offshore Pte. Ltd.	Investment Holding	Singapore	100.00	100.00
Karyavattom Sports Facility Limited	Stadium development	India	100.00	100.00
Kiratpur Ner Chowk Expressway Limited	Surface Transportation	India	100.00	100.00
Baleshwar Kharagpur Expressway Limited	Surface Transportation	India	100.00	100.00
Sikar Bikaner Highway Limited	Surface Transportation	India	100.00	100.00
Khed Sinnar Expressway Limited	Surface Transportation	India	100.00	100.00
Barwa Adda Expressway Limited	Surface Transportation	India	100.00	100.00
ITNL Offshore Two Pte. Ltd.	Investment Holding	Singapore	100.00	100.00

4.7.12.2 Extract of Notes to accounts of ITNL Standalone Financial Statement for the Financial Year 2017-18:

34. Letter of comfort, letter of awareness and letter of financial support

- a. The Company has issued letter of comfort / letter of awareness to banks and a related party in respect of loans availed by a few of its subsidiaries aggregating to ₹ 2,535 Crore as at March 31, 2017 (as at March 31, 2016 ₹ 1,920.79 Crore, as at April 1, 2015 ₹ 685.50 Crore)
- b. Letter of financial support has been issued to ITNL Road Infrastructure Development Company Limited, West Gujarat Expressway Limited, Vansh Nimay Infraprojects Limited, ITNL International Pte. Ltd., Singapore, ITNL Offshore Pte. Ltd., Singapore, ITNL Africa Projects Ltd., Nigeria, ITNL International DMCC, Dubai, Sharjah General Services Company LLC, Dubai IIPPL USA LLC, MP Border Checkposts Development Company Limited and Thiruvananthapuram Road Development Company Limited to enable them to continue their operations and meet their financial obligations as and when they fall due.

4.7.13 Potential anomalies in Letter of Comfort and Financial Guarantee issued by ITNL

4.7.13.1 Extract of accounting policy of ITNL regarding Financial Guarantee contracts

B.19.3.2 Financial guarantee contracts

A financial guarantee contract is a contract that requires the issuer to make specified payments to reimburse the holder for a loss it incurs because a specified debtor fails to make payments when due in accordance with the terms

Financial guarantee contracts issued by the Company are initially measured at their fair values and, if not designated as at FVTPL, are subsequently measured at the higher of:

- the amount of loss allowance determined in accordance with impairment requirements of Ind AS 109; and
- the amount initially recognized less, when appropriate, the cumulative amount of income recognized in accordance with the principles of Ind AS18.

interest rate are initially measured at their fair values and, if not designated as at FVTPL, are subsequently measured at the higher of:

- the amount of loss allowance determined in accordance with impairment requirements of Ind AS 109; and
- the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of Ind AS 18.

B.20 Derivative financial instruments

The Company enters into a variety of derivative financial instruments to manage its exposure to interest rate and foreign exchange rate risks, including foreign exchange forward contracts, interest rate swaps and cross currency swaps. Further details of derivative financial instruments are disclosed in Note 32.

4.7.13.2 Extract of Notes to accounts of ITNL Standalone Financial Statement for the Financial Year 2017-18

36. Letter of comfort, letter of awareness and letter of financial support or Guarantees

- a. The Company has issued letter of comfort / letter of awareness to banks and a related party in respect of loans availed by a few of its subsidiaries aggregating to ₹ 2,654.51 Crore as at March 31, 2018 (as at March 31, 2017 ₹ 2,535 Crore)
- b. Letter of financial support has been issued to ITNL Road Infrastructure Development Company Limited, West Gujarat Expressway Limited, Vansh Nirmay Infraprojects Limited, ITNL International Pte. Ltd., Singapore, ITNL Offshore Pte. Ltd., Singapore, ITNL Africa Projects Ltd., Nigeria, ITNL International DMCC, Dubai, Sharjah General Services Company LLC, Dubai IIPL USA LLC, MP Border Checkposts Development Company Limited and Thiruvananthapuram Road Development Company Limited to enable them to continue their operations and meet their financial obligations as and when they fall due.
- c. Guarantees or counter guarantees issued to outsider in respect of Group companies amounting to ₹ 1,500 Crore which is backed by Parent.

4.7.13.3 Extract of Ind AS Transition Facilitation Group (ITFG) Clarification Bulletin 12

Issue 3: P Ltd. (parent company) has issued a comfort letter to its subsidiary company, S Ltd. S Ltd. was able to obtain funds from the banker on the basis of comfort letter issued by P Ltd.

Whether the same will be accounted for as a financial guarantee contract in accordance with Ind AS 109, *Financial Instruments*?

Response: As per Ind AS 109, financial guarantee contract is, "*A contract that requires the issuer to make specified payments to reimburse the holder for a loss it incurs because a specified debtor fails to make payment when due in accordance with the original or modified terms of a debt instrument.*"

Paragraph B2.5 of Ind AS 109 *inter-alia* states that, "*Financial guarantee contracts may have various legal forms, such as a guarantee, some types of letter of credit, a credit default contract or an insurance contract. Their accounting treatment does not depend on their legal form.*"

In accordance with the above, it may be noted that a significant feature of a financial guarantee contract is the contractual obligation to make specified payment in case of default by the credit holder. As such the contract may not necessarily be called as financial guarantee contract and it may take any name or legal form, however the treatment will be same as that of a financial guarantee contract. If a contract legally meets these requirements, then it would be accounted for as the financial guarantee contract as per Ind AS 109.

Accordingly, in the given case, P Ltd. will be required to evaluate as to whether it is contractually obliged to make good the loss in case S Ltd. fails to make the payment. If yes, then such comfort letter would be considered to be a financial guarantee contract and will be accounted for in accordance with Ind AS 109.

4.7.13.4 Extract of IRIDCL Financial Statement for the Financial Year 2015-16:



D. R. MOHNOT & CO.
Chartered Accountants

Independent Auditor's Report To The Members Of ITNL Road Infrastructure Development Company Limited

Report on the Financial Statements

We have audited the accompanying financial statements of ITNL Road Infrastructure Development Company Limited ("the Company"), which comprise the Balance Sheet as at 31st March, 2016, the Statement of Profit and Loss, the Cash Flow Statement for the year then ended, and a summary of the significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.



D. R. MOHNOT & CO.
Chartered Accountants

Independent Auditor's Report To The Members Of ITNL Road Infrastructure Development Company Limited

Report on the Financial Statements

We have audited the accompanying financial statements of ITNL Road Infrastructure Development Company Limited ("the Company"), which comprise the Balance Sheet as at 31st March, 2016, the Statement of Profit and Loss, the Cash Flow Statement for the year then ended, and a summary of the significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

4.7.13.5 Extract of TRDCL Financial Statement for the Financial Year 2016-17:

Lakhani & Co. LLP
CHARTERED ACCOUNTANTS

Regd. Office:
Hemsharsaka, 19, Gola Lane,
Fort, Mumbai - 400 001.
Tel.: 2266 6660, 1, 2
Fax : 2266 6644
E-mail: lakhani@lakhanicompany.com

INDEPENDENT AUDITOR'S REPORT

To the Members of Thiruvananthapuram Road Development Company Limited

Report on the Financial Statements

We have audited the accompanying Indian Accounting Standards (Ind AS) financial statements of **Thiruvananthapuram Road Development Company Limited** ("the Company"), which comprise the Balance Sheet as at 31st March, 2017, the Statement of Profit and Loss (including other comprehensive income), the Cash Flow Statement and the statement of changes in equity for the year then ended, and a summary of significant accounting policies and other explanatory information (herein after referred to as "Ind AS financial statements").

Management's Responsibility for the Financial Statements

The Company's Board of Director is responsible for the matter stated in Section 134(5) of Companies Act, 2013 ("the Act") with respect to the preparation of these Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and the changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Ind AS specified under Section 133 of the Act, read with relevant rules issued thereunder.

This responsibility also includes maintenance of adequate accounting records in accordance with the provision of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgements and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of accounting records, relevant to the preparation and presentation of the Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Lakhani & Co. LLP
CHARTERED ACCOUNTANTS

Continuation Sheet No.....

financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the Ind AS financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Ind AS financial Statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Ind AS financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India including the Ind AS, of the financial position of the Company as at 31st March, 2017, and its financial performance including other comprehensive income, its Cash Flows and the changes in equity for the year ended on that date.

Emphasis of Matter

We draw attention to Note No. 32 regarding the appropriateness of the going concern basis used for the preparation of these financial statements, as the validity of the going concern basis would depend upon the Annuity and Claim receivable from Kerala Road Fund Board ("KRFB") and the financial support from parent company. These financial statements do not include adjustments that would result from either non receipt of the annuity and Claim from the KRFB.

4.7.13.6 Extract of MPBDCL Financial Statement for the Financial Year 2015-16:

	<p>Corporate Office : A16/9, Vasant Vihar, New Delhi – 110 057, India. T: +91.11.26151853, 42591800 F: +91.11.26145222 E: delhi@llca.net W: www.llca.net Branch Offices : Bengaluru Mumbai Noida</p>
<u>INDEPENDENT AUDITOR'S REPORT</u>	
<p>To The Members of MP Border Checkpost Development Company Limited</p>	
Report on the Financial Statements	
<p>We have audited the accompanying financial statements of MP Border Checkpost Development Company Limited ("the Company"), which comprise the Balance Sheet as at 31st March, 2016, the Statement of Profit and Loss, the Cash Flow Statement, and a summary of the significant accounting policies and other explanatory information for the year then ended.</p>	
<p>Management's Responsibility for the Financial Statements</p>	
<p>The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation and presentation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.</p>	

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31st March, 2016, and its loss and its cash flows for the year ended on that date.

Emphasis of matter

We draw attention to note 27 and 28 of the financial statement regarding management estimate for extension of concession period, recoverability of proposed claim from Authority, loss incurred by the Company and excess of total liabilities over total assets. Considering extension of concession period and expected recovery on account of proposed claim, impairment loss does not arise on Intangible Assets. Based on the business plan and financial supports from promoters, the financial statements have been prepared on going concern basis.

Our opinion is not modified in respect of this matter.

4.8 Transactions with red flag entities

4.8.1 Potential anomalies in payments made to Kaleidoscope Infra Ventures Private Limited

4.8.1.1 Extract of Screenshot of various directorships of Sarang Kale showing his directorship in KIVPL since 19 July 2010

SARANG SUDHAKAR KALE		
About SARANG SUDHAKAR KALE		
Sarang Sudhakar Kale is registered with Ministry of Corporate Affairs (MCA). Their DIN is 00531415. Following is their current and past directorship holdings.		
Companies Associated With		
Company	Designation	Original Date of Appointment
KALPA LIFESPACES LLP	Designated Partner	18 July 2012
KALEIDOSCOPE INFRASTRUCTURES PRIVATELIMITED	Director	09 April 2010
OCEANFRONT INFRA PRIVATE LIMITED	Director	31 May 2010
MAVAL DEVELOPERS PRIVATE LIMITED	Director	24 October 2011
KALEIDOSCOPE DEVELOPERS PRIVATE LIMITED	Director	22 June 2010
KALEIDOSCOPE INFRA VENTURES PRIVATELIMITED	Director	19 July 2010

4.8.1.2 Extract of the transaction with Kaleidoscope Infra Ventures Pvt Ltd in ITNL – Axis Bank Account – 028010200009072

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2014 AND 31-03-2015						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
25-04-2014	MTNL MUMBAI	184695	25-04-2014	10139.00		80204250.22
25-04-2014	KALEIDOSCOPE INFRA VENTURES PVT LTD		25-04-2014	2000000.00		60204250.22
25-04-2014	IL&FS TRANSPORTATION NETWORKS LTD		25-04-2014	500000.00		59704250.22
14-10-2014	DD UPLOAD	222207	14-10-2014	1765443.00		145084850.83
15-10-2014	TRSF TO KALEIDOSCOPE INFRA VENTURES PVT LTD		15-10-2014	5000000.00		145084850.83
15-10-2014	BRN-RTGS-UTIBHT4288094189-IL AND FS TRANS-RTGS		15-10-2014	3343599.00		141741251.83
15-10-2014	Clg-000018-MUMBAI	18	15-10-2014		11312.00	141752563.83
16-10-2014	DEF COMM BG No 13940100001752		16-10-2014	17675.63		141734888.20
16-10-2014	KOBAWALA S TRAVEL HOUS	222185	16-10-2014	19126.00		141715762.20
16-10-2014	RTGS/IBKLR92014101600054910/ROAD INFRASTRUCTURE DE		16-10-2014	3000000.00		144715762.20

4.8.1.3 Extract of the transaction with Kaleidoscope Infra Ventures Pvt Ltd in ITNL Bank Book* for Yes Bank CC A/c – 000185700000560

Posting Date	Offset acct	Name of offsetting account	Doc! Da	P	Debit	Credit	Text	Bank name	R
25-Jun-2014	1010705040	Kaleidoscope Infra Ventures Pvt. Ltd. / 400051 Bandra East	30-06-2014	50	-	5,00,00,000	"MM100-Investment / increase 000000000393	Yes Bank Ltd. CC A/c No - 000185700000560	0

*Since Bank Statement of Yes Bank CC A/c – 000185700000560 is not available.

4.8.1.4 Extract of email sent by Ajay Menon to Mukund Sapre dated 14 October 2014, regarding the payment made to Kaleidoscope Infra Ventures Private Limited

On 14-Oct-2014, at 10:00 pm, Ajay Menon <Ajay.Menon@lfsindia.com> wrote:

Tried reaching then spoke to Sachin on the cash position .Ram has requested Mukund to arrange 10 to SKale. I have explained the position to him on the cash flow and that we have to organize some 75 to 100cr internally to make CP repayment of 200 on 22nd..have informed Mukund that if it has to be provided he can intimate to Ram or 5. Have explained the position to him so that he can inform Ram of the cash situation and why we have reduced the amount in case he wants to know

4.8.1.5 Extract of Email sent by Mr Ajay Menon to Mr George Cherian dated 15 October 2014, stating amount needs to be transferred to Kaleidoscope Infra Ventures Private Limited

From: Ajay Menon
Sent: Wednesday 15 October 2014 10:44 AM
To: Ajay Menon
Cc: George Cherian; Mukund Sapre; Sachin Mohite
Subject: Re:

Sarang has sent the details as follows

Kaleidoscope Infra Ventures Pvt. Ltd.
Axis Bank Ltd. Prabhat Road Branch, Pune - 411004. Current Account No.912020005178843. IFSC Code - UTIB0001877.

Making the trf from itnl. Sachin : pls give instructions to Chetan panchal ...he has to gross up and reduce wct and pay 5
Sent from IBM Notes Traveler

4.8.1.6 Extract of Email sent by Mr Ajay Menon to Mr George Cherian dated 15 October 2014, stating amount needs to be transferred to Kaleidoscope Infra Ventures Private Limited

From: Ajay Menon
Sent: Wednesday 15 October 2014 10:50 AM
To: George Cherian
Cc: Sachin Mohite; Mukund Sapre
Subject: Re:

The earlier was given as a loan hence the issue...here we will have to show as some work awarded/subcontracted to them from itnl for some spv

Sent from IBM Notes Traveler

George Cherian --- Re: ---

From: "George Cherian" <George.Cherian@lfsindia.com>
To: "Ajay Menon" <Ajay.Menon@lfsindia.com>, "Sachin Mohite" <Sachin.Mohite@lfsindia.com>
Cc: "Mukund Sapre" <Mukund.Sapre@lfsindia.com>
Date: Wed, Oct 15, 2014 10:47 AM
Subject: Re:

You will need an agreement for work as the earlier transaction with this party was picked up by the Internal Auditor for Non compliance in june 14.
 Pl also keep Prashant and Krishna informed.

Sent from my BlackBerry 10 smartphone.

From: Ajay Menon
Sent: Wednesday 15 October 2014 10:44 AM
To: Ajay Menon
Cc: George Cherian; Mukund Sapre; Sachin Mohite
Subject: Re:

Sarang has sent the details as follows

Kaleidoscope Infra Ventures Pvt. Ltd.
 Axis Bank Ltd. Prabhat Road Branch, Pune - 411004. Current Account No.912020005178843. IFSC Code - UTIB0001877.

Making the trf from itnl. Sachin : pls give instructions to Chetan panchal ...he has to gross up and reduce wot and pay 5
 Sent from IBM Notes Traveler

4.8.1.7 Extract of Email sent by Mr Ajay Menon to Mr Chetan Panchal dated 06 November 2014:

Ajay.Menon@lfsindia.com | Chetan.Panchal@lfsindia.com; Prashant.Agarwal@lfsindia.com; Hiren.Gor@lfsindia.com; George.Cherian@lfsindia.com; Sachin.Mohite@lfsindia.com; +1...

Re: 06-11-2014

Please treat this a Deposit....Organising the MOU with Bajulge help for this

▼ Chetan Panchal--05-11-2014 18:54:30--Dear All Request you to provide the nature of said transaction as we have to pay TDS before 7th Nove

From: Chetan Panchal/ITNL
To: Ajay Menon/ITNL@lfs, Prashant Agarwal/ITNL@lfs, Hiren Gor/ITNL@lfs
Cc: George Cherian/ITNL@lfs, Sachin Mohite/ITNL@lfs, Jyotsna Matondkar/ITNL@lfs
Date: 05-11-2014 18:54
Subject: Re:

4.8.2 Potential anomalies in payments made to Maval Developers Private Limited

4.8.2.1 Extract of Screenshot of various directorships of Sarang Kale showing his directorship in MDPL since 24 October 2011

SARANG SUDHAKAR KALE

About SARANG SUDHAKAR KALE

Sarang Sudhakar Kale is registered with Ministry of Corporate Affairs (MCA). Their DIN is 00531415. Following is their current and past directorship holdings.

Companies Associated With

From: Ajay Menon
Sent: Wednesday 15 October 2014 10:50 AM
To: George Cherian
Cc: Sachin Mohite; Mukund Sapre
Subject: Re:

The earlier was given as a loan hence the issue...here we will have to show as some work awarded/subcontracted to them from itnl for some spv
 Sent from IBM Notes Traveler

George Cherian --- Re: ---
From: "George Cherian" <George.Cherian@lifsindia.com>
To: "Ajay Menon" <Ajay.Menon@lifsindia.com>; "Sachin Mohite" <Sachin.Mohite@lifsindia.com>;
Cc: "Mukund Sapre" <Mukund.Sapre@lifsindia.com>
Date: Wed, Oct 15, 2014 10:47 AM
Subject: Re:

You will need an agreement for work as the earlier transaction with this party was picked up by the Internal Auditor for Non compliance in june 14.
 Sent from my BlackBerry 10 smartphone.

From: Ajay Menon
Sent: Wednesday 15 October 2014 10:46 AM
To: Ajay Menon
Cc: George Cherian; Mukund Sapre; Sachin Mohite
Subject: Re:

Sarang has sent the details as follows
 Kaleidoscope Infra Ventures Pvt. Ltd.
 Axis Bank Ltd. Prabhat Road Branch, Pune - 411004. Current Account No. 912020005178843. IFSC Code - UTIB0001877.
 Making the trf from itnl. Sachin : pls give instructions to Chetan panchal ...he has to gross up and reduce wct and pay 5
 Sent from IBM Notes Traveler

4.8.2.2 Extract of the email dated 22 January 2016 sent by Markarand Sahasrabuddhe to Prince Gupta

 Makarand.Sahasrabuddhe@lifsindia.com | princegupta@deloitte.com; Kuber.Chanda@N-Mumbai; Prashant.Agarwal@lifsindia.com; Hiren.Gor@lifsindia.com; Chetan.Panchal@lifsindia.com; + 3+ | 2 | 22-01-2016

MOU and letter for Deposit to Maval Developers

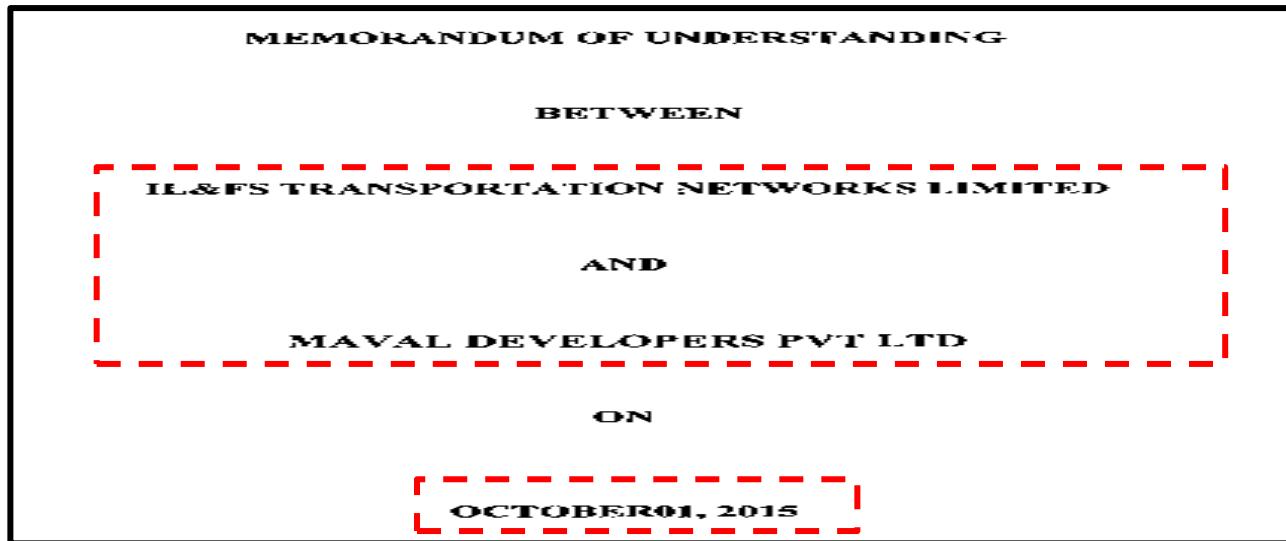
 MOU with Maval devel... 285 KB |  Letter from Maval deve... 56 KB

PFA

(See attached file: Letter from Maval developers.pdf) (See attached file: MOU with Maval developers.pdf)

Regards,
 Makarand

4.8.2.3 Extract of MOU dated 01 October 2015 between ITNL and MDPL



WHEREAS:

- (A) ITNL is a company promoted by Infrastructure Leasing & Financial Services Limited (IL&FS) to render inter-alia specialised services in the area of Operation and Maintenance, Toll Management, Advisory and other services relating to infrastructure projects including Roads, Highways, Bridges, Expressway, Airports, Urban Transportation, etc.
- (B) MDPL is a Company which specializes in the business of real estate development foundation works including civil, mechanical, electrical works and to act as builders, erectors, contractors and all types of structures such as buildings, tunnels, culverts, channels sewage, roads, bridges and dams
- (C) ITNL has expressed its desire to obtain services from MDPL for identifying and procuring land parcel between Pune Raigad Stretch which falls adjacent to / near the vicinity of the proposed national highway connecting the ports
- (F) MDPL is mandated to carry out a detailed due diligence which includes the following:
 - (a) Identify land parcels having potential to be developed for commercial activities permitted along the Pune- Raigad National Highway stretch

4.8.2.4 Extract of MOU dated 01 October 2015 between ITNL and MDPL

3. Payment terms

- (a) The Parties have agreed that the value of the land parcel after the report of the due diligence will be ascertained and recorded under a separate formal agreement
- (b) In the interim, ITNL agrees to pay a Deposit not exceeding Rs50 Crores (Rupees Fifty Crore Only) to MDPL on its request made to ITNL as Deposit to enable MDPL to commence work on the assignment
- (c) The amount of Deposit paid by ITNL shall be adjusted against the development of the proposed land parcel in a manner to be mutually agreed upon. If the progress of the work is not as per schedule and as per the progress envisaged and MDPL is not able to conclude the exercise and obtain necessary approvals for the identified land parcel by April 01, 2016 MDPL shall refund the deposit

14. Notices

All notices and communications shall be sent to the following addresses of the parties

ITNL :

The ILFS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 Tel.: 91 2226593049 Fax: 91 22 2652 3979

MDPL :

Flat No.2, Gangadhar Chambers, 314, Narayan Peth, Pune – 411030 Tele/Fax. No. 020-24480007

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding by their duly authorized representatives on this 01st day of October 2015.

For IL&FS Transportation Networks Limited

(Authorised Signatory)

Witness

For MAVAL Developers Pvt Ltd

(Authorised Signatory)

Witness

4.8.2.5 Extract of Letter dated 10 December 2015 send by MDPL to ITNL stating its inability to continue the work in respect of which MOU was signed

Maval Developers Pvt. Ltd.

December 10, 2015

IL&FS Transportation Networks Ltd
The ILFS Financial Centre,
Plot C-22, G Block,
BandraKurla Complex,
Bandra (E), Mumbai – 400051

Re: MOU dated October 01, 2015

Dear Sirs:

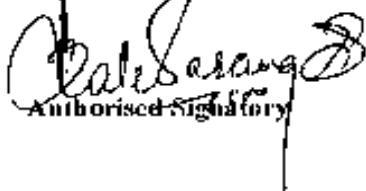
We refer to the captioned MOU. While we had undertaken to carry out the identified work as per the scope specified in the MOU, wish to inform you that we have been working to identify suitable land parcels and wherever we were able to do so, we have faced hurdles in establishing the clear title to the land. This is taking more time than was envisaged and we therefore will not be able to complete the assignment entrusted to us

While it was agreed in the MOU that the deposit placed with us would be returned before April 01, 2016, due to this abrupt discontinuance of the assignment on account of factors external to us, we will clear 50% of the deposit before December 31, 2015 and the balance before January 31, 2016

We wish to thank you for the trust reposed in us for this assignment but as explained this could not be taken through for reasons beyond our control. We hope to work with you on future assignments that you may deem fit to entrust to us

Thanking You

For Maval Developers Pvt LTD



Chaitanya Sarang Kale
Authorised Signatory

Regd. Office : Flat no.2, Gangadhar Chambers, H No. 314, Narayan Peth, Pune 411030. |
Tele Fax : 020 24480007, email : sarangkale@hotmail.com | CIN no.- U45200PN2011PTC141196

4.8.2.6 Extract of the email dated 01 February 2016 sent by Prasant Agarwal to Ajay Menon and Dilip Bhatia wherein the auditors had raised concern regarding the deposit given to MDPL of INR 50 crs, KIVPL of INR 5 crs and VDBPL of INR 5 crs

Ajay,

Deloitte has raised the below query on few third party transactions as below. Pls provide a suitable reply

Security Deposits

✓ Given to Maval Developers Pvt. Ltd ("MDPL")– Rs.500 Mn

During the quarter, the Company has entered to into an MOU with MDPL on October 1, 2015 for procuring land parcel between Pune Raigad stretch. For this the Company has given Rs.50 crores as security Deposit. However, MDPL vide letter dated December 10, 2015 has represented that they were unable to obtain the clear title of the land, and accordingly they are unable to complete the assignments. Till Dec'15, MDPL has refunded Rs.250 Mn. Subsequently, they have refunded Rs.60 Mn on January 2, 2016 & Rs.90 Mn on January 11, 2016 and balance they will return by January 31, 2016.

We could not find any approval for the same in the BOD / COD. Also, no interest has been charged by the Company towards such deposits.

Please provide us with the following information / details:

- Please let us know for which project is this land acquisition was planned.
- Why the advances given is classified as Deposit and not as Capital Advances towards purchase of land.
- Also, let us know how is the acquisition of land is in the normal course of business. Also let us know who has approved the land acquisition.
- Also, provide us with the approvals / documents in place before signing of MOU with MDPL. There should be some correspondence based on which the Company signed the MOU. Please provide the same.

✓ Given to Kaleidoscope Infra Ventures Pvt. Ltd (KIPL)– Rs.50 Mn
The Company had entered into an MOU with Kaleidoscope on October 15, 2014 for procuring heavy plant, machinery & equipments and identifying and blocking camp sites, aggregate quarries and dumping yards required for the South Portal of Z Mohr Tunnel Project in the state of J&K.
As per the MOU, the above deposit shall be adjusted against the works to be awarded for the project. If the progress of the work is not as per schedule and as per the progress envisaged for completion of work and KIPL is not able to mobilise the said machineries by April 15, 2015, KIPL shall refund the deposit along with interest @ 12% p.a. Also, no billing for works has been done by KIPL to the Company till date.

Till date the above deposit has not been refunded and no interest has been charged. Please provide us with the status on the same. Also provide us with the documentary evidence substantiating that KIPL has mobilized the machineries and work is progressing as envisaged.

Please provide us with the following information / details:

- The procurement of machinery was for which project?
- Were other quotations asked for before entering MOU with KIPL?
- What does it means – “Identifying and blocking camp sites, aggregate quarries and dumping yards”?
- Why should a company which manufactures heavy plant and machinery be involved in identifying camp sites?

✓ Given to Vita Developers and Builders Private Limited (VDBPL)– Rs.50 Mn

The Company had entered into an MOU with VDBPL on November 5, 2014 for procuring heavy plant, machinery & equipments and indentifying and blocking camp sites, aggregate quarries and dumping yards required for the South Portal of Z Mohr Tunnel Project in the state of J&K. Amount was given on November 5, 2014. Entire amount was received on January 2, 2015. No approval of COD found.

Please provide us with the following information / details:

- The procurement of machinery was for which project?
- Were other quotations asked for before entering MOU with VDBPL?
- What does it means – “Identifying and blocking camp sites, aggregate quarries and dumping yards”?
- Why should a company which manufactures heavy plant and machinery be involved in identifying camp sites?

Regards

CA Prashant Agrawal
 AVP
 IL&FS Transportation Networks Limited

The IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Mumbai 400 051
 Off: 022-2659 3785 ; Mob.: +91-96198 03496

**4.8.2.7 Extract of the transaction with Maval Developers Pvt Ltd in ITNL - Axis Bank
Account – 028010200009072**

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
05-10-2015	RTGS/CNRBH15278532308/RAPID METRORAIL GURG		05-10-2015		8000000.00	772507900.85
05-10-2015	BRN-REF NO. 0028ROR1500355 USD 8740		05-10-2015	584380.45		771923520.40
05-10-2015	MAVAL DEVELOPERS PVT LTD	332529	05-10-2015	500000000.00		271923520.40
05-10-2015	DD ISSUED	332530	05-10-2015	3700800.00		268222720.40
05-10-2015	BRN-RTGS-UTIBH15278041767-IL AND FS TRANS-		05-10-2015	7500000.00		260722720.40
23-12-2015	BRN-RTGS-UTIBH15357048716-COMMTEL NETWORK-		23-12-2015	10120454.00		172555731.56
23-12-2015	BY MAVAL DEVELOPERS PVT LTD		23-12-2015		25000000.00	422555731.56
23-12-2015	RTGS/DIBRH52015122312128850/KIRATPUR NER CHOWK EXP		23-12-2015		5000000.00	472555731.56
02-01-2016	RTGS/PUNBR52016010210004030/ROAD INFRASTRUCTURE DE		02-01-2016		10000000.00	357348124.48
02-01-2016	BY MAVAL DEVELOPERS PVT LTD		02-01-2016		60000000.00	417348124.48
02-01-2016	13940100002337:BG COMMISSION		02-01-2016	25939.33		417322185.15
11-01-2016	BRN-RTGS-UTIBH16011006973-IL AND FS TRANS-		11-01-2016	1000000.00		16213995.10
11-01-2016	BY MAVAL DEVELOPERS PVT LTD		11-01-2016		90000000.00	106213995.10
11-01-2016	BRN-RTGS-UTIBH16011032610-MONTECARLO LTD.-		11-01-2016	50000000.00		56213995.10

4.8.2.8 Extract of the transaction with Maval Developers Pvt Ltd in ITNL - Axis Bank Account – 028010200009072

STATEMENT FOR A/C : 028010200009072 BETWEEN 01-04-2015 AND 31-03-2016						
Scheme	CAC50	Joint Holder Name	-			
LIEN AMOUNT	0	Nomination	NOMINATION NOT REGISTERED			
IFSC Code	UTIB0000028	Nomination Name	NOMINATION NOT REGISTERED			
MICR Code	400211007	A/C Open Date	22/01/2004			
CRN	INR	Branch Name	BANDRA(W), MUMBAI, [MH]			
21-01-2016	BRN-RTGS-UTIBH16021032860-BARWA ADDA EXPR-		21-01-2016	27000000.00		1072106996.41
21-01-2016	JATIN SINGH SOLANKI		21-01-2016	60358.00		1072046638.41
21-01-2016	BY MAVAL DEVELOPERS PVT LTD		21-01-2016		40000000.00	1112046638.41
21-01-2016	BRN-RTGS-UTIBH16021039935-IL AND FS TRANS-		21-01-2016	50000000.00		612046638.41
29-01-2016	BRN-RTGS-UTIBH16029021625-AMARPREET MANGA-		29-01-2016	448283.00		16140731.40
29-01-2016	BY MAVAL DEVELOPERS PVT LTD		29-01-2016		1000000.00	26140731.40
29-01-2016	RTGS/CBINR52016012910001570/GUJARAT ROAD AND		29-01-2016		1152115.00	27292846.40
03-02-2016	BRN-CLG-CHQ PAID TO M M SHETH AND CO	372225	03-02-2016	5225.00		64729132.47
03-02-2016	BY MAVAL DEVELOPERS PVT LTD		03-02-2016		50000000.00	114729132.47
03-02-2016	BRN-CLG-CHQ PAID TO A K JAIN & CO	372223	03-02-2016	10450.00		114718682.47

4.8.3 Potential anomalies in contracts awarded to M/s Jitendra Singh for KSEL project

4.8.3.1 Extract of the email dated 13 October 2013 sent by KR Khan to Karunakaran Ramchand

From: Ramchand Karunakaran/ILFS
To: KR Khan/ITNL@ilfs,
Cc: Parag Phanse/ITNL@ilfs, Mukund Sapre/ITNL@ilfs, Harish Mathur/ITNL, SC Mittal/ITNL@ilfs
Date: 13-10-2013 19:24
Subject: Re:

I don't understand why this is being done despite my explicit instruction . Maybe parag you want to explain

From: KR Khan
Sent: Sunday 13 October 2013 11:54
To: Ramchand Karunakaran
Cc: Parag Phanse
Subject: Re:

Have engaged an Electrical Contractor Dhanlaxmi recommended by PD,Nashik to prepare estimate and get it approved from respective Chief Engineers of MSEB Nashik, Ahemednagar and Pune, which is done and recommended by PD Nashik and RO Maharashtra to NHAI HQ. These estimates will be cleared by Oct 25th. Arrangement was that, Electrical Contractor will take all responsibility of approvals, shifting of utilities, handing over of assets to MSEB and then approval of payments from NHAI leaving 10% margin for ITNL overheads which will approx.Rs. 8 Cr.

Later on, Parag and Kuljeet conveyed me to give some work to a Contractor recommended by you. Have discussed with said Contractor and have told them that we can award them part work. Till date we have not issued any work order but have asked Dhanlaxmi to start preparation for shifting of electrical lines from Nashik side as we have planned to start work from this side.

Regards,
Kazim Raza Khan



{In Archive} Re:

Parag Phanse to: Ramchand Karunakaran
Cc: Harish Mathur, KR Khan, Mukund Sapre, SC Mittal

14/10/2013 08:39 PM

Archive: This message is being viewed in an archive.

I have communicated Khan that the work of the utility shifting shall be awarded to M/s Jitendra Singh. However, he had already engaged an agency for preparation of estimates & getting them approved from department. We had discussed that the work shall be awarded to any agency only after your approval through MCM. Accordingly I conveyed to Mr. Jitendra Singh that estimates are being prepared and after approval of the same by Authority, the work of utility shifting shall be awarded.

This is for your information please.

4.8.3.2 Extract of email sent by Sarang Kale to Mukund Sare

From: "SARANG KALE" <sarangkale@hotmail.com>
To: "mukund Sare" <mukund.sapre@ilfsindia.com>
Subject: Expression of Interest for Pune - Nashik Nh-50 Road Work

Dear Sir,

Please find the Expression of Interest letter along with Company Profile for Pune – Nashik NH – 50 Road work.

Regards,

Sarang Kale - Company Profile - Jitendra Singh Group.ppt - Letter of Expression of



Interest.docx Company Profile - Jitendra Singh Group.ppt Letter of Expression of Interest.docx

4.8.3.3 Extract of the email dated 23 November 2015, which was sent by Dinesh Mutha to Rajesh

From: Dinesh Mutha/ITNL
To: "Rajesh KSEL" <khedsinnar@gmail.com>
Cc: Sreelal K/ITNL@ILFS, KR Khan/ITNL@ILFS, Vijay Kini/ITNL@ILFS, Preeti Jain/ITNL@ILFS, Prashant Agarwal/ITNL@ILFS, Sumit Kediya/ITNL@ILFS, Hiren Gor/ITNL@ILFS, Chetan Panchal/ITNL@ILFS
Date: 23-11-2015 14:14
Subject: Re: Fw: KSEL - Utility shifting work!

Please note, In case of Jitendra Singh, the value of work carried is Rs. 24.63 Cr. and it is highly unlikely that he is not registered in MVAT/TIN. It is very important to have his TIN No., Form 407 & 408 otherwise, ITNL has to bear the whole VAT liability @12.50% along with penalty and interest.

Please look into the matter accordingly.

4.8.4 Potential financial assistance provided by ITNL to group companies of Ahuja /Flemingo Group

4.8.4.1 Extract of email sent by Mr Ajay Menon to Mr Mukund Sare dated 07 June 2010

AjayMenon@ILFS

To MukundSare@ILFS

08/07/2010 02:48 PM

cc RamchandKarunakaran@ILFS@ILFS

Subject Oscartransaction 1Cc

We were contemplating closing the transaction by funding oscar from Moradabad Bareilly for which necessary documentation was executed. But i now believe that the drawdown from the SPV is not possible as all condition precedents are pending without which banks are unwilling to allow the drawdown in the SPV. In view of the same it is now proposed to complete the transaction from JPRICL in which drawdown is not an issue. I have kept Ravi Shreehari informed of the same and shall arrange for change in the documentation. VA had called me up this morning and i have informed him we will try and close the transaction by this week. Await your approval
rgds

4.8.4.2 Extract of the email dated 10 June 2010 sent by Mr Vijay Kini to Mr Sandeep

Vijay Kini@ILFS
06/10/2010 10:40 AM

To dnsand@gmail.com
cc

Ajay Menon@ILFS, Ravi Sreehari@ILFS, Amogh Gore@ILFS Subject OSCAR - JPRICL Agreement

Dear Sandeep,

As discussed find attached herewith agreement between JPRICL & OSCAR.
Please arrange to sign the same in duplicate and send it back to us.

Please provide the RTGS details in order to effect the transfer of funds from Ranchi.

Regards
Vijay Kini

[attachment "ITNL-OSCAR-MOA(revised) - 9.06.10.doc" deleted by Vijay Kini@ILFS]

4.8.4.3 Extract of email dated 27 May 2010 sent by Sachin Gajjar to Mukund Sare

Sachin Gajjar/ILFS
05/27/2010 02:55 PM

To
Mukund Sapre/ILFS@ILFS
cc
Ajay Menon/ILFS@ILFS, George Cherian/ILFS@ILFS, Narayanan Doraiswamy/ILFS@ILFS
Subject
64 Transaction

Mukund,

Had a discussion with George alongwith Ajay and Narayanan on the transaction to be done with SK. Highlights of the same are as follows:

(A) 30 from ITNL

1. Transaction for 30 shall be done in PSRDCL, MBEL and HREL
2. An advance of 30 shall be given to SK out of the Total Contract Value (Approx. 151 Crs. and 20% Advance)
3. Advance shall remain in our books for 18 to 24 months and when the work shall be started, it will be adjusted accordingly

Main concern raised during discussion are as follows:

1. There shall be an advance lying in books for period of more than 18 to 24 months which needs to be substantiated at the time of Audit
2. An Advance to be released without submission of BG
3. It is presumed that there won't be any funding of TDS to SK (We need to take his and Maytas view also).
4. By doing this, our profit margin shall be coming down to that extent in all the three projects.
5. Mechanism for return of 38 + Interest to ITNL
6. Why are we placing a higher cost of Contract against the provision in Development Agreement?
7. Standard Story for our profit margins on Construction shall be affected by doing this.

Narayanan is working on the detailed note for addressing these issues arising out of this transaction.

Any ways we are mailing the draft of Agreement (Composite Agreement for all 3 Projects) to SK today and shall wait for his comments.

Pls. advise on the above.

4.8.4.4 Extract of the email dated 10 June 2010 sent by Manoj Agarwal to Mr Vijay Kini

<manoj.agarwal@itnlindia.com>

10/06/2010 06:09 PM

To

<Vijay.Kini@ilfsindia.com>

cc

<Narayanan.Doraiswamy@ilfsindia.com>

Subject

Re: Fw: OSCAR - JPRICL Agreement

Dear Sir,

As per soft copy of MOA the payment is rs. 8.73 Crs (EXCLUSIVE OF TAX) will be paid to OSCAR.

As per your trail mail the amount is Rs. 8.73 Crs less TDS . Pls confirm service tax other than rs. 8.73 Crs or it is inclusive in Rs. 8.73 Crs.

We are paying as a advance payment of against work done by OSCAR.

4.8.4.5 Extract of email 11 June 2010 sent by Manoj Agarwal to Vijay Kini regarding the payment made to Oscar Infra Private Limited

---- Original Message ----

From: manoj.agarwal@itnlindia.com

To: <Vijay.Kini@ilfsindia.com>

Cc: Narayanan.Doraiswamy@ilfsindia.com, Ajay.Menon@ilfsindia.com, [Ravi.Sreehari@ilfsindia.com](mailto>Ravi.Sreehari@ilfsindia.com), Amogh.Gore@ilfsindia.com, Sanjay.Minglani@ilfsindia.com

Sent: Fri, 11 Jun 2010 14:30:39 +0530

Subject: Re: Re: Fw: OSCAR - JPRICL Agreement

Dear Sir,

Today we have transferred fund in OSCAR Infra Pvt.Ltd. through RTGS :-

1. Rs. 5,00,00,000/- RTGS NO. BKIDH10162002630

2. Rs. 2,85,70,000/- RTGS NO. BKIDH10162002267

TOTAL Rs. 7,85,70,000/- (net of TAX)

Request to you pls send me Pan No, Invoice and other supporting document.

4.8.4.6 Extract of the email dated 08 July 2010 sent by Mr Ajay Menon to Mr Ravi Sreehari & Mr Narayanan Doraiswamy



If there are problems with how this message is displayed, click here to view it in a web browser.



Ravi:

As per the agreement entered into between JRPICL & OSCAR the following services were to be provided by OSCAR for the payment made to them:

1. Provide assistance / guidance to apply for project approvals /permits
2. Review the equipment mobilisation plan of the contractors/ subcontractors

Will will need to generate a report substantiating the completion of the above services from OSCAR . Will you organise this as this is required for completion of JRPICL June'10 audit
rgds

4.8.4.7 Extract of the email dated 23 January 2014 sent by Manoj Agarwal to Mr Vijay Kini



Notice form Income Tax Dept. Mumbai for OSCAR INFRA PVT LTD. 23-01-2014



Dear Sir,

We have received Notice from Assistant Commissioner of Income Tax -- Mumbai U/s 133(6) for submit the details in the name of M/s Oscar Infra Pvt. Ltd. related to F.Y 2010-11

Attached copy of letter form your record and needful pls.

We have only copy of MOU and Invoice bill , No report or document received from OSCAR against the payment of Rs. 8.73 Cr + Service Tax.

Regards
Manoj Agarwal

4.8.4.8 Extract of Email dated 05 March 2010 sent by Ajay Menon to Mukund Sapre

----- Original Message -----
From: Ajay Menon
Sent: 05/03/2010 10:12 AM ZE5B
To: Mukund Sapre
Cc: Ravi Sreehari
Subject: Osc & soma trans
Dear Mukund:

Based on Ravi's discussion with you on saturday, enlisting the modality for closing the transaction as below:

1 For Soma:

We have drafted the agreement for Rs 5Cr for the payment made to them as deposit on Jan 28,2010. Kindly confirm if we can send this agreement to sandeep of oscar for getting the same executed from soma . Sandeep will also arrange for the refund of the cheque from soma

2. For Oscar:

We are to pay them Rs 5.76Cr + compensate for the tax. Based on this the amount to be billed by oscar on itnl by will be Rs 9.62 Cr (incl of service tax + tax liability). We are sending this agreement for execution to sandeep based on which we will pay them this amount. Sandeep will arrange to provide us a cheque for Rs 10Cr from oscar against the same

Request you to kindly confirm the above understanding based on which we wil go ahead in closing the transaction
rgds

4.8.5 Potential financial dealings between the then KMPs of ITNL and Ahuja/Flemingo Group

4.8.5.1 Extract of email dated 04 March 2010 sent by Karunakaran Ramchand to Viren and Atul Ahuja:

From: Ramchand_Karunakaran/ILFS
Sent: 04 March 2010 13:38
To: Viren Ahuja; Atul Ahuja
Subject: animesh's cv
Attachments: Animesh_Jha.docx

CV of my to be Son In Law - can you give him a job with flamenco in Dubai - salary about 10000 - 12000 dhm per month

From: malvika ramchand [malvika.ramchand@gmail.com]
Sent: 02/22/2010 03:01 PM ZE5B
To: Ramchand Karunakaran
Subject: animesh's cv

Forwarding Animesh's cv.

Please do all possible.

4.8.5.2 Extract of email dated 22 April 2010 sent by Atul Ahuja to Karunakaran Ramchand:

From: rajashree <rajashree@flemingo-intl.com>
Sent: 25 October 2011 11:54
To: ILFS Ramchand
Subject: Fw: Appointment Letter
Attachments: 111024 fdm APPOINTMENT LETTER - MS. RAMCHAND0001.pdf

Sir,

As instructed by Mr. Viren Ahuja, enclosed please find the appointment letter of Ms. Ramchand.

Thanks
Rajashree

4.8.5.3 Extract of Appointment letter attached in an email dated 22 April 2010 sent by Atul Ahuja to Karunakaran Ramchand

From: atul ahuja <ahujaatul84@yahoo.co.in>
Sent: 22 April 2010 14:11
To: ramchand karunakaran
Cc: VIREN
Subject: Fw: RE: Appointment letter
Attachments: OFFER LETTER-NEW - MR. ANIMESH JHA0001.pdf

Hi,

Please find attached the Appointment letter to Animesh.

Apologies for the delay, caused first by delay in return of our Director from Africa.
and secondly was waiting for Viren to review it.

Please revert with comments, if any, before I forward it to Animesh.

Cheers,atul

4.8.5.4 Extract of Email dated 25 October 2011 sent by Rajashree to Karunakaran Ramchand

 **Fw_ Appointment Letter.eml**

From: rajashree <rajashree@flemingo-intl.com>
Sent on: Tuesday, October 25, 2011 6:23:37 AM
To: ILFS Ramchand <ramchand.karunakaran@ilfsindia.com>
Subject: Fw: Appointment Letter
Attachments: 111024 fdm APPOINTMENT LETTER - MS. RAMCHAND0001.pdf (751.18 KB)

Sir,

As instructed by Mr. Viren Ahuja, enclosed please find the appointment letter of Ms. Ramchand.

Thanks
Rajashree

4.8.5.5 Extract of email dated 03 January 2011 sent by Karunakaran Ramchand to Atul Ahuja

Resending Amount reqd	
From:	CN=Ramchand Karunakaran/O=ILFS
To:	Atul Ahuja <ahujaatul84@yahoo.co.in>
Cc:	Viren Ahuja <vvahuja@fastmail.fm>
Sent:	January 3, 2011 11:02:56 AM IST
 ----- Original Message -----	
From:	Ramchand Karunakaran
Sent:	12/29/2010 11:46 AM ZE5B
To:	"Atul Ahuja" <ahujaatul84@yahoo.co.in>
Cc:	"Viren Ahuja" <vvahuja@fastmail.fm>
Subject:	Amount reqd
The amount required is. 230000 AED and is to be transferred into:	
 Account Name: MIRAGE FZE	
Account No : 02-2040762 -01	
Swift Code : SCBLAEADXXX	
 Bank Address: Standard Chartered Bank, P.O Box 999, Mankhool Road, Bur Dubai, Dubai, UAE.	
 Company Address; PO Box 16111, Ras Al Khaimah UAE	
 Regards	
Ramchand	
Regards	
 Ramchand	

4.8.5.6 Extract of the email dated 03 January 2011 sent by Karunakaran Ramchand to Animesh Jha

4.8.5.7 Extract of the email dated 03 January 2011 sent by Animesh to Karunakaran Ramchand

From: animesh jha [animeshjha84@gmail.com]
 Sent: 01/08/2011 01:01 PM ZE4
 To: Ramchand Karunakaran
 Cc: rita.ramchand@gmail.com; malvikaramchand@gmail.com
 Subject: Re:

Hi,

This is the final statement of accounts till now for the purchase of house and the company formation.
 The change the ownership record in Emaar will be done in the next week.
 We will get the handover of the Apartment on 1st March.

Animesh

On Tue, Jan 4, 2011 at 7:46 AM, <Ramchand.Karunakaran@ilfsindia.com> wrote:

I believe this would be the final statement of accounts towards purchase of house. Pls let me know if it needs modification

(Embedded image moved to file: pic22798.jpg)

1	Rita	719,945.00
2	Malu	719,945.00
3	Ram	409,545.00
4	Animesh	100,000.00
5	Flemingo	230,000.00
6	Cash Available	2,179,455.00
7		
8		
9	Outflow	
10	House	2,030,000.00
11	Registration	40,600.00
12	Brokerage	40,600.00
13	Bank Deposit	25,000.00
14	Emmar	3,000.00
15	Land Dept Charges	315.00
16	Bank Charges	496.00
17	Maintenance	39,400.00
18	Total Outflow	2,179,411.00
19		
20		
21		
22	RAK Company formation	
23	Agency fee	16,000.00

4.8.6 Loans provided by Avance Technologies Ltd. And Empower India Ltd. to SBHL, MPBCDCL and IRIDCL

4.8.6.1 Extract of the email dated 27 March 2018 sent by Ajay Menon to Chandrakant Jagasia

 Tue 27-03-2018 15:36
Ajay.Menon@ilfsindia.com
Urgent
To Chandrakant_Jagasia/ITNL%ILFS
Cc Ajit_Singh/ITNL%ILFS; Krishna_Ghag/ITNL%ILFS; Ramesh_Suvarna/ITNL%ILFS; Jyotsna_Matondkar/ITNL%ILFS; Sushil_Singh/ITNL%ILFS; Dilip_Bhatia/ITNL%ILFS

This is urgent and top priority. Have to close the documentation this evening. Also have stamp paper made available for execution at Mumbai for these two transaction

IFIN is also sending off the TS now . Please coordinate with Devang Master who is coordinating for the Company . Keep Padam informed on the development as he is sitting in their office to facilitate the closure of documentation

Sent from my iPhone

On 27-Mar-2018, at 3:15 PM, Chandrakant Jagasia <Chandrakant.Jagasia@ilfsindia.com> wrote:

Based on the term sheet attached , we need to have the draft Loan agreement incorporating the clauses as mentioned in the term sheet , We are enclosing herewith one of the format which can be used to make the changes , Since this needs to be executed today at Mumbai , Request you to kindly take this on top priority.

(See attached file: *TS between Avance & MPBCPL.docx*) (See attached file: *Execution Version Agreement.docx*)

Regards

C R Jagasia | Assistant Vice President | Treasury
The IL&FS Financial Centre | Plot C-22, G- Block | Bandra Kurla Complex |
Bandra (E) | Mumbai 400 051
Direct + 91 -22-26593609 | Fax +91-22-2652-3979 | Mobile + 91 9833385166
Website: www.itnlindia.com | Email id: chandrakant.jagasia@ilfsindia.com

4.8.6.2 Extract of the email dated 17 April 2018 sent by Vidya Merala to Ajay Menon

CN=Ajay Menon/O=ITNL <Ajay.Menon@ilfsindia.com> | CN=Vidya Merala/O=ITNL@ILFS; + 5 | 17-04-2018

Re: Approval debiting SPV towards Enarr Invoices

(i) We removed extra line breaks from this message.

Enarr Advisors Mandate for Avance Technologies Ltd.pdf
907 KB

Enarr 505351.pdf
195 KB

Enarr Capital Mandate for Empower India .pdf
929 KB

Enarr 505350.pdf
186 KB

Enarr Advisors Mandate for Avance Technologies Ltd.pdf.gif

Enarr 505351.pdf.gif

Okay

From: Vidya Merala/ITNL
To: Ajay Menon/ITNL@ILFS
Cc: ITNL Treasury Team, Chandrakant Jagasia/ITNL@ILFS
Date: 17-04-2018 16:52
Subject: Approval debiting SPV towards Enarr Invoices

Dear Ajay Sir,

Please provide your approval for raising the debit notes on SPV's for the following invoices raised on ITNL by Enarr Capital LLP and Enarr Capital Advisors Pvt Ltd

Advisory Fee @1.15% for raising ICD from Empower India Limited on Rs 170 Cr :
Rs.1.95 crs+ 18% of GST = Rs. 2.30 crores (to be debited to IRIDCL on Rs 140 Cr Loan and SBHL on 29 Cr Loan)

Advisory [Fee@1.15%](#) for raising ICD from Avance Technologies Limited on Rs. 150 Cr : Rs. 1.72 crs + 18% GST = Rs. 2.03 crores (to be debited to MPBDCL on Rs 150 Cr Loan)

4.8.6.3 Extract of the email dated 28 August 2018 showing bank statements of Avance Technologies Limited

Avance Technologies <info@avance.in> | Dwaipayan.Ghosh@ilfsindia.com; Ajay.Menon@ilfsindia.com; + 5 | 28-08-2018

Re: Bank Statements

March 18.pdf
67 KB

1ST APR-2018 TO 13TH AUG-2018 (1).pdf
118 KB

Dear sir,

PFA Banks statements as required by you.

Regards

A/c. No	0452102000005838	CCY / SOL ID	INR / 452			
Names	AVANCE TECHNOLOGIES LIMITED					
GL Sub Head	10200	Balance	42,364.92 Cr			
Opening Bal.	17,450.62 Cr	Closing Bal.	42,364.92 Cr			
Float Balance	0.00 Cr	Funds In Clearing	0.00			
Available Amt.	42,364.92 Cr	Eff. Available Amt	42,364.92 Cr			
Cust. Status	GEN GENERAL	A/c. Open Date	19-11-2011			
A/c. Status	A Active	A/c. Status Date	19-11-2011			
Last Purge Date	18-11-2011					
Address	C UNIT NO.7, AIDUN BUILDING, 5TH FLOOR, NEAR METRO, NEW MARINE LINES					
City	MUM MUMBAI	State	MH MAHARASHTRA			
Country	IN INDIA	Postal Code	400002			
Phone No.	9594988351 / 02265652123	Telex No.				
Email ID	info@avance.in					
						
Tran. Date	Value Date	Chq. No.	Withdrawl	Deposit	Balance	Narration
30-05-2018	30-05-2018	629982	7,00,000.00 Dr		42,364.92 Cr	RTGS/IBKLR92018053000088628/AVANCE TECHNOLOGIES LT
25-05-2018	25-05-2018			7,00,000.00 Cr	7,42,364.92 Cr	RTGS/MSCIR52018052500000021/SONAL STYLES PVT LTD
18-05-2018	18-05-2018	672901	12,00,000.00 Dr		42,364.92 Cr	RTGS/IBKLR9201805180007536/AVANCE TECHNOLOGIES LT
17-05-2018	17-05-2018			12,00,000.00 Cr	12,42,364.92 Cr	RTGS/RETURN/IBKLR9201805170000107/RB8 ACCOUNT UN
17-05-2018	17-05-2018	672982	12,00,000.00 Dr		42,364.92 Cr	RTGS/IBKLR9201805170000107/AVANCE TECHNOLOGIES LT
17-05-2018	17-05-2018			12,00,000.00 Cr	12,42,364.92 Cr	RTGS/MSCIR52018051700000001/MERITORIOUS REALTY
16-05-2018	16-05-2018	672981	12,25,000.00 Dr		42,364.92 Cr	RTGS/IBKLR92018051600093636/AVANCE TECHNOLOGIES LT
16-05-2018	16-05-2018			12,25,000.00 Cr	12,62,264.92 Cr	RTGS/MSCIR52018051600093636/MERITORIOUS REALTY
06-04-2018	06-04-2018	672984	4,43,835.00 Dr		67,364.92 Cr	RTGS/IBKLR92018040600004245/IL AND FS FINANCIAL SE
04-04-2018	04-04-2018			17.70 Dr	5,11,199.92 Cr	SMS-Charges-0452102000005838
03-04-2018	03-04-2018			4,93,767.00 Cr	5,11,217.62 Cr	RTGS/UTIBRS201804030069516D/ILFS TRANSPORTATION N

4.8.6.4 Extract of the email dated 16 November 2018 sent by Reena Jalan to Krishna Ghag and Deepak Pareek

 Fri 16-11-2018 17:04
CN=Reena Jalan/O=ILFS <Reena.Jalan@ilfsindia.com>
Notice from Advance Technologies and Empower
To CN=Krishna Ghag/O=ITNL@ILFS; CN=Deepak Pareek/O=IFSL@ILFS
Cc CN=Kaushik Modak/O=IFSL@ILFS; CN=Dilip Bhatia/O=ITNL@ILFS; CN=Shailendra Mudaliar/O=ILFS@ILFS; Viswanathan L (CAM); Abhijeet Das (CAM)
We removed extra line breaks from this message.

 Letter dated Nov 6, 2018 from Avance Technologies Ltd.pdf 915 KB	 Letter dated Nov 6, 2018 from Empower India Ltd.pdf 895 KB
 Letter dated Nov 6, 2018 from Avance Technologies Ltd.pdf.gif 1 KB	 Letter dated Nov 6, 2018 from Empower India Ltd.pdf.gif 1 KB

Attached are the letters received by Mr. Kotak
Request to kindly send the facts of the case, and suggested joint response(from IFIN and ITNL) to CAM Team, to vet the same

We refer to the above mentioned demand notice issued by IL & FS Financial Services Limited (JFIN), received by us on November 01, 2018, demanding repayment of overdue amount aggregating to Rs. 4.54 Crores and further alleging breach of the terms of the loan facility agreement dated March 31, 2018.

At the outset we are shocked to receive this demand notice and specifically deny each and every allegation. We are not dealing with the notice paragraph wise and nothing contained in the same is admitted or should be deemed to have been admitted on account of non-traverse.

As discussed and requested by IL & FS Group in March 2018, JFIN sanctioned a loan of Rs. 150 Crores to Avance Technologies Limited (Avance) in order to facilitate lending the said amount to your group companies namely M/s MP Border Checkpost Development Company Limited ("MP Border") Rs. 150 Crores. It is known that MP Border is a subsidiary company of ITNL. Further, as per the instructions of your group companies Avance immediately transferred the loan amount to the Bank Account of ITNL without any time gap on 31st March, 2018.

4.8.6.5 Extract of the email dated 29 March 2018 sent by Ajay Menon to info@empowerindia.in and Avance Technologies

Thu 29-03-2018 18:04
 CN=Ajay Menon/O=ITNL <Ajay.Menon@ilfsindia.com>
 Undertaking Letter from Avacne & Empower
 To info@empowerindia.in; Avance Technologies
 Cc Padaam Singhania; CN=Chandrakant Jagasia/O=ITNL@ILFS; CN=Ramesh Suvarna/O=ITNL@ILFS
 Bcc CN=Dilip Bhatia/O=ITNL
 ⓘ We removed extra line breaks from this message.

 Letter of Undertaking.docx 15 KB  Letter of Undertaking.docx.gif 704 bytes

Dear Devang
 Please find the 3 letters to be signed off and provided from your end. Also request you to sign off the bank transfer instruction along with the cheques
 Rgds

29.03.2018

LETTER OF UNDERTAKING

To,

MP Border CheckPost Development Co. Ltd ("Borrower")
The IL&FS Financial Centre, Plot C-22,
Block G, Bandra Kurla Complex,
Bandra East, Mumbai-400051

Subject: Term Loan of Rs. 150 Cr ("Loan") and Facility Agreement dated March 28, 2018
("Facility Agreement")

Dear Sir,

This is in reference to the Loan which we, ~~Avance~~ Technologies Limited, have agreed to provide and disburse to the Borrower and also executed a Facility Agreement with respect thereto. We would state that we have entered into an arrangement with IL&FS Financial Services Limited ("IFIN"), to source the funds in order to enable us to provide and disburse the Loan to the Borrower under the Facility Agreement.

With respect to the above, we hereby give unconditional, irrevocable and binding undertaking as hereunder –

- i. We shall remit the Loan amount to the account of the Borrower or IL&FS Transportation Networks Limited (ITNL) immediately on the same day of receipt of the aforementioned funds from IFIN
- ii. In order to fulfil our aforementioned commitment, we also hereby provide you the original signed and dated instructions ("Transfer Instructions") issued to our bank (name and other details) ("said Bank"). (Original bank instruction enclosed herewith as enclosure "A")
- iii. We shall not issue to the said Bank, any instruction which has the effect of revoking, withdrawing, cancelling or modifying the Transfer Instructions
- iv. We shall receive the funds from IFIN in the same account as is maintained by us in the said Bank
- v. To the extent of the subject contained herein, this letter shall have an overriding effect on the Loan Agreement and in case of conflict, we shall give effect to the terms and conditions contained herein.

Thanking you

Yours faithfully
For ~~Avance~~ Technologies Limited

4.8.6.6 Extract of the email dated 28 March 2018 from Ramesh Suvarna to Pooja Singh and Mukesh Ranga and extract email dated 29 March 2018 sent by Ajay Menon to Chandrakant Jagasia

 Wed 28-03-2018 19:07
 CN=Ramesh Suvarna/O=ITNL <Ramesh.Suvarna@ilfsindia.com>
 Fw: Empower to SBHL

To "Pooja Singh"; CN=Mukesh Ranga/O=ITNL@ILFS
 Cc CN=Chandrakant Jagasia/O=ITNL@ILFS; CN=Madan Mohan/O=ITNL@ILFS; CN=Ajay Menon/O=ITNL@ILFS; CN=Sushil Singh/O=ITNL@ILFS; CN=Vicky Masani/O=ITNL@ILFS; CN=Vijay Kini/O=ITNL@ILFS; CN=Rohit Agrawal/O=ITNL@ILFS; CN=Dilip Bhatia/O=ITNL@ILFS; CN=Sachin Mohite/O=ITNL@ILFS

 We removed extra line breaks from this message.



Dear Mukesh / Pooja,

We are in process of availing Term Loan from Empower India Ltd for an amount of Rs. 30 Cr in SBHL which shall utilized towards repaying STL of ITNL

Pls find attached Draft Loan agreement and Term sheet which shall be finalized executed tomorrow.

Requesting you to provide the Board Resolution for the same.

Thanks & Regards

Ramesh Suvarna | Associate Manager | Treasury IL&FS Transportation Networks Ltd The IL&FS Financial Centre | Plot C-22, G- Block | Bandra Kurla Complex | Bandra (E) | Mumbai 400 051 Direct +91-22-

Thu 29-03-2018 18:04
CN=Ajay Menon/O=ITNL <Ajay.Menon@iifsindia.com>
Re: Fw: TS

To CN=Ajit Singh/O=ITNL@ILFS
Cc CN=Dilip Bhatia/O=ITNL@ILFS; CN=Krishna Ghag/O=ITNL@ILFS; CN=Chandrakant Jagasia/O=ITNL@ILFS; CN=Ramesh Suvarna/O=ITNL@ILFS; CN=Sushil Singh/O=ITNL@ILFS

We removed extra line breaks from this message.

Letter of Undertaking.docx 15 KB	Side Letter by Avance to Borrower.docx 14 KB	Letter of Undertaking.docx.gif 704 bytes
Side Letter by Avance to Borrower.docx.gif 665 bytes		

As discussed please find the final modified instruction Rgds

29.03.2018

LETTER OF UNDERTAKING

To,

MP Border ~~CheckPost~~ Development Co. Ltd ("Borrower")
The IL&FS Financial Centre, Plot C-22,
Block G, ~~Bandra Kurla~~ Complex,
~~Bandra~~ East, Mumbai-400051

Subject: Term Loan of Rs. 150 Cr ("Loan") and Facility Agreement dated March 28, 2018
("Facility Agreement")

Dear Sir,

This is in reference to the Loan which we, ~~Avance~~ Technologies Limited, have agreed to provide and disburse to the Borrower and also executed a Facility Agreement with respect thereto. We would state that we have entered into an arrangement with IL&FS Financial Services Limited ("IFIN"), to source the funds in order to enable us to provide and disburse the Loan to the Borrower under the Facility Agreement.

With respect to the above, we hereby give unconditional, irrevocable and binding undertaking as hereunder –

29.03.2018

LETTER OF UNDERTAKING

To,

ITNL Road Infrastructure Development Company Ltd ("Borrower")
The IL&FS Financial Centre, Plot C-22,
Block G, ~~Bandra Kurla~~ Complex,
~~Bandra~~ East, Mumbai-400051

Subject: Term Loan of Rs. 140 Cr ("Loan") and Facility Agreement dated March 29, 2018
("Facility Agreement")

Dear Sir,

This is in reference to the Loan which we, Empower India Ltd, have agreed to provide and disburse to the Borrower and also executed a Facility Agreement with respect thereto. We would state that we have entered into an arrangement with IL&FS Financial Services Limited ("IFIN"), to source the funds in order to enable us to provide and disburse the Loan to the Borrower under the Facility Agreement.

With respect to the above, we hereby give unconditional, irrevocable and binding undertaking as hereunder –

4.9 Potential irregularities in the takeover of loan from IFIN

4.9.1.1 Extract of the email dated 03 September 2014 sent by Hiren Gor to Ajay Menon

From: Hiren Gor/ITNL
To: Ajay Menon/ITNL@ILFS, Prashant Agarwal/ITNL@ILFS
Cc: George Cherian/ITNL@ILFS
Date: 03-09-2014 08:25
Subject: Re: Note on Short term Loan -Kohinoor Projects P. Ltd.

Please find attached herewith the Note on Short term Loan - Kohinoor Projects P. Ltd. alongwith Mail copies for reference.

(See attached file: Mail -Ajay Menon.pdf)(See attached file: Mail - ND.pdf)

Regards,
Hiren Gor

From: Ajay Menon/ITNL
To: Hiren Gor/ITNL@ILFS
Cc: Prashant Agarwal/ITNL@ILFS, George Cherian/ITNL@ILFS
Date: 03-09-2014 10:57
Subject: Re: Note on Short term Loan -Kohinoor Projects P. Ltd.

As discussed pls make the necessary changes and avoid names

 Wed 03-09-2014 12:05 PM
Hiren.Gor@ilfsindia.com
Re: Note on Short term Loan -Kohinoor Projects P. Ltd.
To: Ajay.Menon@ilfsindia.com
Cc: Prashant.Agarwal@ilfsindia.com; George.Cherian@ilfsindia.com
This message was sent with High importance.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message

Note (KPPL)-3-Sept-2014.docx 15 KB
Mail -Ajay Menon.pdf 74 KB
Mail - ND.pdf 85 KB

Dear Sir,
Have made the said changes and removed the names.

(See attached file: Note (KPPL)-3-Sept-2014.docx)

Regards,
Hiren Gor

4.9.1.2 Extract of the email dated 03 September 2014 sent by Hiren Gor to Ajay Menon**Note on Unsecured Short Term Loan given to "Kohinoor Projects Private Limited"****Background**

'IFIN' had an overdue Loan to Kohinoor Projects Pvt. Ltd. (KPPL) in its books amounting to Rs. 36 Crores. To reduce the exposure of 'IFIN', it was proposed that 'ITNL' to take out the said Loan. Accordingly, Short Term Loan has been granted to 'ITNL'

'ITNL' has paid the Short term Loan to 'KPPL' out of the funds received from IFIN (as Short Term Loan) Rs. 36 Crores on October 29, 2009.

As confirmed with 'IFIN' on August 28, 2014, the amount of Rs. 35.93 Crores was received by them from 'KPPL' against their outstanding Loan along with Interest (towards Principal Rs. 34.52 Crores on October 29, 2009 and towards Interest Rs. 0.86 Crores on October 29, 2009 and Rs. 0.55 Crores on November 16, 2009).

'ITNL' to borrow from external sources and to repay the said Loan to 'IFIN', accordingly, it was repaid on March 25, 2010.

Loan to Kohinoor Projects Pvt. Ltd. (KPPL)

As per the Resolution passed in Meeting of the Committee of Directors on October 05, 2009, Unsecured Short Term Loan of Rs. 36 Crores was given on October 29, 2009 to 'KPPL', the promoter of Kohinoor CTNL Infrastructure Company Pvt. Ltd., which is executing construction of Kohinoor square mall in Central Mumbai, to meet its general corporate purpose for a period of one year @ 16% p.a.

On request of 'KPPL', the due date has been extended from time to time as per the Extension Letters exchanged on the repayment dates of Loan.

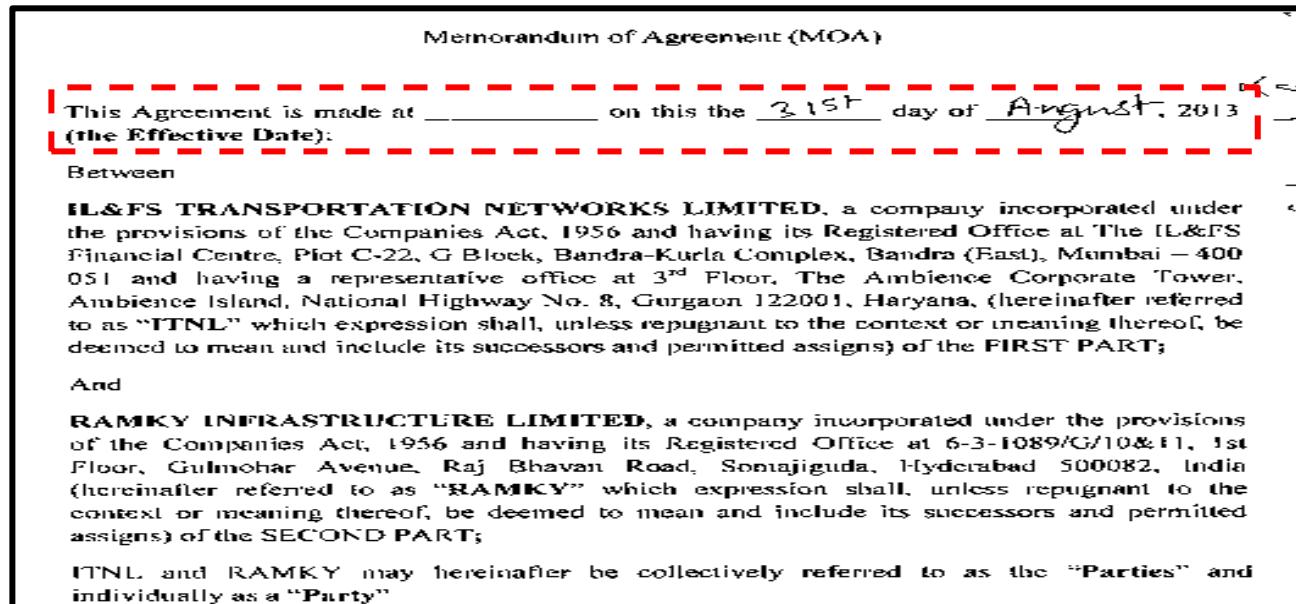
As per the last extension letter dated April 29, 2014, the Loan is repayable on or before April 28, 2015. As per the information received from 'KPPL', it is expected that the said Loan will be repaid in a year's time from the proceeds of advance towards space bookings for the said project along with the Interest.

Balance Confirmation Letter from 'KPPL' as of March 31, 2014 is available on record for Principal amount outstanding Rs. 36 Crores as well as Interest due Rs.22.94 Crores.

Interest due as on July 31, 2014 is Rs. 24. 66 Crores.

4.10 Potential anomalies in stake swap of JSEL and NAMEL between ITNL and Ramky Infrastructure Limited

4.10.1.1 Extract of an MOU dated 31 August 2013 signed between ITNL and RIL to swap the shares of NAMEL vis-à-vis JSEL



H. ITNL and Ramky has mutually agreed to swap the equity of the aforesaid Projects mentioned at E (i) and (ii) herein above, wherein ITNL shall take over the entire equity of JSEL and Ramky shall take over the entire equity in NAMEL and to set off the differential liabilities arising from the aforesaid arrangement which are agreed to by both the Parties.

4.10.1.2 Extract of an Email dated 12 August 2014 between Mukund Sapre and Ayodhya Rami Reddy, highlights that Ayodhya Reddy (Chairman of RIL) sought the consent of Mukund Sapre to move forward with the stake swap

On 12-Aug-2014, at 1:31 pm, "A.Ayodhya Rami Reddy" <arr@ramky.com> wrote:

Dear Mr.Mukund,

We refer to the MOU signed between the 2 companies on 31 Aug 2013 to swap the shares of NAM vis a vis JSEL.

As per the terms of MOU , we are now moving forward and placing a resolution for both considering the Acquisition of NAMEL shares from ITNL and sale of shares of JSEL to ITNL at our ensuing board meeting scheduled on 14 August 2014. The purpose of this mail is to seek your formal consent for the above proposal based on our MoU and we request to take up a similar resolution at ITNL board meeting scheduled on 13 Aug 2014.

I spoke to Mr.Ramchand yesterday in this regard. Please advise and do the needful.

Regards,

Ayodhya

On 12-Aug-2014, at 3:34 pm, "A.Ayodhya Rami Reddy" <arr@ramky.com> wrote:

Dear Mukund Saab,

As you are aware NAMEL is going through tough time as the estimated toll revenues are not being seen. Further you would also be familiar that the project cost has substantially increased by over 300 cr. As the increased project cost is not financed the project is not reaching proper conclusion. You would be familiar that even the punch list items are pending for want of cash flows which are not adequate to meet the requirement. This can lead to penal situation if we don't complete the critical and punch list times within next 30 days. Because of above reasons the company is not able to service interest and principal repayment as desired and hence rating problem for the company. Further ramky infrastructure's cash flow and financial position is not strong to support the same. Despite this situation Ramky has extended support to pay increased Idc and project cost till date.

In the given circumstance sale of this project is coming as a good opportunity. Further as indicated to you earlier we will also be fine if you want to acquire the same. Due diligence is progressed quite well and we are close to completion. We have been discussing the same with you for the last 3 months and were actually waiting for your confirmation which you indicated would do on the board meeting on 13 th august.

I would also like to confirm that all terms as per our mou will be honoured, we recognise the delay which is owing to cash flow concerns which will be resolved only on completion of this transaction

4.10.1.3 Extract of an Email dated 12 August 2014 between Mukund Sapre and Ayodhya Rami Reddy, Mukund Sapre responded, stating that swap stake was not promised

Mukund Sapre/ITNL
12-08-2014 04.11 PM

To "A.Ayodhya Rami Reddy" <arr@ramky.com>
cc Ramchand Karunakaran/ILFS@ilfs, "I.W.Vijaya Kumar" <iwvijayakumar@ramky.com>, George Cherian/ITNL@ilfs, Krishna Ghag/ITNL@ilfs
bcc
Subject Re: Shares of NAMEL

Dear mr reddy
We have always maintained we need to close all cp and I personally have never promised any date am surprised and constrained to note the contents saying the so
It is good for both the companies to give proper structure and complete all documentation which is not contravening to both the Concession agreement and all other project agreements
Both team works on this and we can target for next quarter BM
Least to mention that cost impact for us on JSEL is 400 on a 450 cr project and we are also facing same difficult situation still both companies have tried and agreed to close in good faith. However we have already lost with downgrade of NAMEL rating which is also hurting us very bad
It's better that all issues are attended to close all cp and target for next BM
Regards

4.10.1.4 Extract of the Valuation Report of NAMEL

akasam

SEBI Regn. No. INM000011658
 July 13, 2018
 To
 The Board of Directors
 N.A.M. Expressway Limited
 Ramky Grandiose, 15th Floor,
 Sy No 136/2 & 4,
 Gachibowli, Hyderabad

Dear Sirs

Sub: Fair Valuation report of N.A.M. Expressway Limited under Discounted Cash Flow (DCF) method.

We have pleasure in presenting our report on the valuation of equity shares of N.A.M. Expressway Limited (the Company), vide our offer letter dt. June 30, 2018 for the purpose of determining the fair value of equity shares of the Company under Discounted Cash Flow Method.

We understand that one of the existing shareholders of the Company wishes to transfer the shares held by it to another shareholder of the Company. The report is aimed at assisting the management of the Company in arriving at the value of the company for enabling transfer of shares between the shareholders and as per Section 56(2)(x) of the Income Tax Act read with Rule 11UA of the Income Tax Rules and Section 56(2)(vlib) of the Income Tax Act. Accordingly this report is to be used only for the aforementioned purpose only.

Thanking you

For akasam consulting private limited


 M.R.S. Srinivas
 Director
 DIN: 01446644
 H.NO.10-2-289, F No.101
 Jyothi Nitya Sree Apartments
 Shanthi Nagar, Hyderabad - 500 028



akasam consulting private limited
 "akasam" 10-1-17/11, Level 3 & 4, masab tank, hyderabad 500 004
 Ph.: +91-40-66444955 fax: +91-40-2333 5511

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 Tel : +91-80-65830888
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Chennai :
 Tel : +91-44-42115051
 Cell : +91-98404 09999
Vizag :
 Tel : +91-891-6502630, 31
 Cell : +91-9177551164

N.A.M. Expressway Limited Valuation workings of the Company															INR Crores except value per share)			
Particulars	Financial Year																	
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
NOPLAT (EBIT Net of Taxes)	61.08	95.25	106.52	115.54	125.37	134.89	145.27	156.23	167.81	180.01	193.48	207.68	224.21	241.76	261.13	281.70	351.27	
Add: Depn. & MMR Reserve	113.57	85.16	86.20	91.74	97.78	104.47	111.40	119.03	127.43	136.68	146.10	156.48	167.92	180.56	193.57	207.90	163.55	
Misc. Exp. Written Off	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub Total	113.57	85.16	86.20	91.74	97.78	104.47	111.40	119.03	127.43	136.68	146.10	156.48	167.92	180.56	193.57	207.90	163.55	
Less:																		
Capital Expenses	42.2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Increase in Working Capital (financed through internal accruals)	(22.0)	8.8	(32.3)	(36.5)	(53.6)	5.4	11.9	(53.7)	(26.7)	(53.7)	26.6	77.2	127.0	(32.5)	(32.5)	48.7	81.2	
Sub Total	20.2	8.8	(32.3)	(36.5)	(53.6)	5.4	11.9	(53.7)	(26.7)	(53.7)	26.6	77.2	127.0	(32.5)	(32.5)	48.7	81.2	
Free Cash Flows	154.4	171.6	225.0	243.8	276.7	234.0	244.8	329.0	322.0	370.4	313.0	286.9	265.1	454.8	487.2	440.9	433.6	
WACC *	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	
Discount Factor	0.86	0.74	0.64	0.55	0.48	0.41	0.35	0.31	0.26	0.23	0.20	0.17	0.15	0.13	0.11	0.09	0.08	
Present Value of Free Cash Flows	133.1	127.5	144.2	134.6	131.8	96.0	86.6	100.3	84.7	84.0	61.2	48.3	38.5	56.9	52.6	41.0	34.8	
Total P. V. of FCF	1,456.1																	
Growth Rate	0%																	
Add Terminal Value	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	
Value of the Business	1,456.1																	
Less: Loans outstanding as on March 31, 2018	1,409.9																	
Add: Cash and bank balance	3.8																	
Add: Non-current Investments	69.7																	
Net Value of Business	120.0																	
No. of shares	23.4																	
Value per share (INR)	5.1																	



4.10.1.5 Extract of the Valuation Report of JSEL



Master Capital Services Limited**Strictly Private & Confidential****Page 23 of 29****Discounted Cash Flows**

Currency - INR in crores	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
No.of months	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
PAT	(87.9)	(1.6)	6.4	10.0	14.8	17.5	20.9	24.7	30.0	36.4	40.5	44.0	39.6	38.6	30.6
Add:															
Depreciation	66.8	67.2	67.5	67.9	68.2	69.4	70.7	72.2	73.2	72.2	74.9	78.5	85.4	85.4	70.4
Inflows	(21.2)	65.7	74.0	77.9	82.5	86.9	91.6	96.5	102.2	108.5	115.4	122.5	125.0	124.0	100.7
Less:															
Working Capital Changes	-	(28.3)	13.8	12.0	19.5	10.9	13.7	0.6	11.3	20.2	13.3	(35.1)	-	(10.1)	(25.5)
Changes in borrowings	-	84.5	55.4	62.7	59.0	63.6	88.1	82.9	90.7	85.1	90.9	149.0	105.7	15.2	-
Fixed Assets Investments	-	5.8	6.1	4.4	3.1	11.0	11.5	11.9	-	-	13.1	13.8	19.3	-	-
Non Current Assets	(3.4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outflows	(3.4)	62.0	73.4	79.1	81.4	86.5	93.2	95.3	101.9	105.3	117.4	127.2	125.0	5.1	(29.5)
Net Inflows	(17.7)	3.6	0.6	(1.2)	1.1	0.4	(1.6)	1.1	0.2	3.3	(2.0)	(3.2)	-	118.5	126.2
Discount Rate (%)	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%	13.2%
Discounting factor	0.88	0.78	0.69	0.61	0.54	0.47	0.43	0.37	0.33	0.29	0.26	0.23	0.20	0.18	0.16
Discounted Cash Flows	(15.7)	2.8	0.4	(0.7)	0.6	0.2	(0.7)	0.4	0.1	1.0	(0.5)	(1.1)	-	20.9	19.6

Valuation (INR in crores)

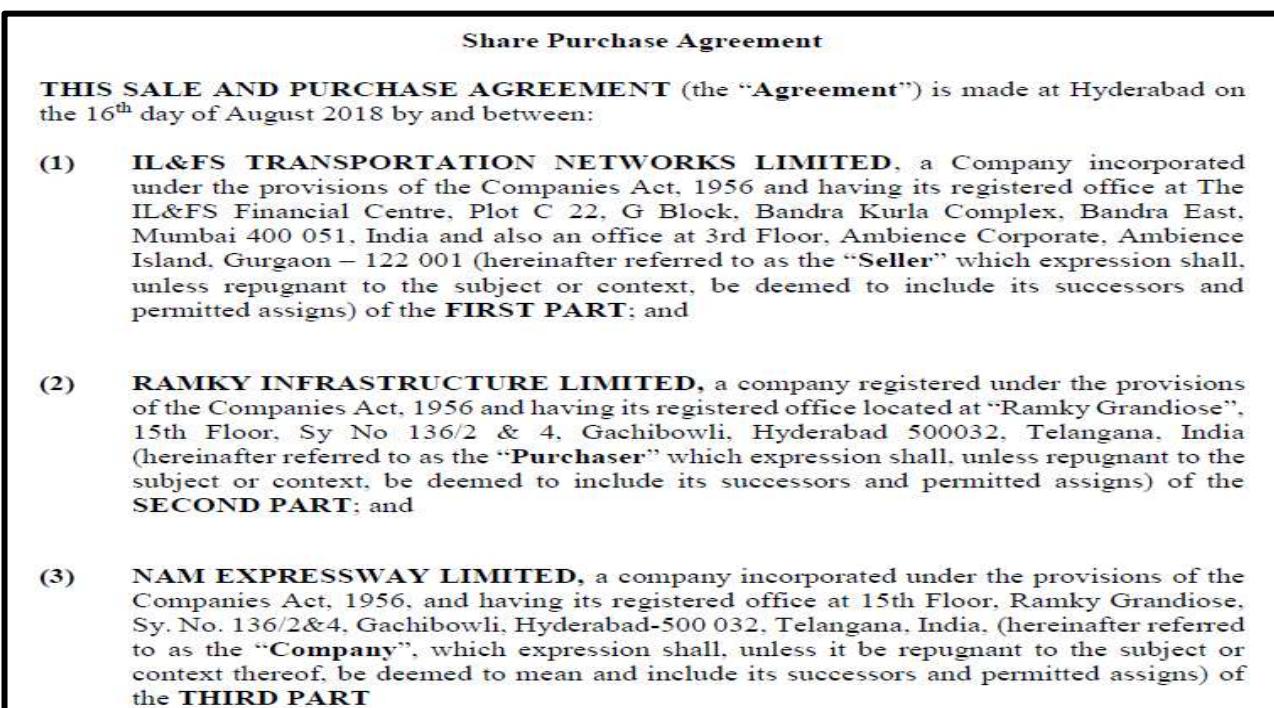
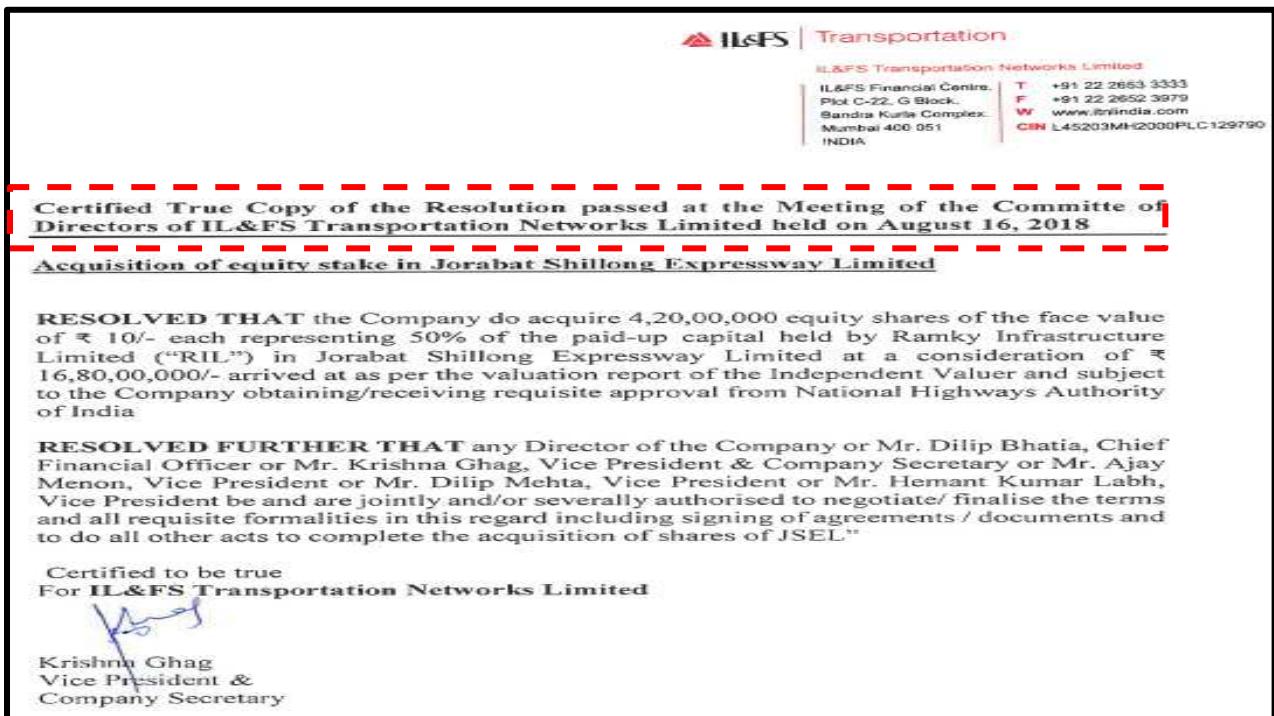
Explicit Period	27.2
Perpetuity	-
Equity Value	27.2
Add: Cash as on March 31, 2018	6.21
Total Equity Value	33.5
No. of equity shares (in crores)	8.4
Equity value per share	4.0

Conclusion

Based on the above valuation, the Fair Equity Value per share of JSEL has been arrived at INR 4.0

The valuation is based on the information provided by the Company, market data compiled by Master and information collated from publicly available domains.

4.10.1.6 Extract of ITNL and RIL stake swap agreement dated 16 August 2018 to swap stakes in JSEL and NAMEL



4.10.1.7 Extract of the media article dated 01 September 2018 regarding the sale of NAMEL to Cube Highways by Ramky

Ramky Infra executes share purchase pact with Cube Highways

Our Bureau | Hyderabad | Updated on September 01, 2018 [Published on September 01, 2018]

Ramky Infra Ltd has executed a share purchase agreement with Cube Highways pte. Ltd of Singapore for the sale of 100 per cent of the company's shareholding in NAM Expressway Ltd.

4.10.1.8 Extract of 'Report of the BK Chaturvedi Committee on NHDP' in which it was stated that the post-tax return on equity (Equity IRR) was 16% per annum at an assumed debt-equity ratio of 70:30 and PIM in which debt-equity ratio was stated as 60:40

REPORT OF THE B K CHATURVEDI COMMITTEE ON NHDP

SUB: REVISED STRATEGY FOR IMPLEMENTATION OF THE NATIONAL HIGHWAYS DEVELOPMENT PROJECT (NHDP) – FRAMEWORK AND FINANCING

FORMULATION

a. Art 29.2.3.2 - "Notwithstanding anything to the contrary contained in this agreement, if the average daily traffic of PCU's in any accounting year shall exceed the designed capacity of the project highway, the authority at its option may cause preparation of a detailed project report (DPR). The

said DPR, inter-alia will assess the cost as may have to be incurred for augmenting the capacity of the project highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the corresponding provisions of the Indian roads congress publication no. Irc -64, 1990 or any substitute thereof and extension of concession period, if any, that may be required to yield the concessionaire a post-tax return on equity (Equity IRR) of 16% per annum, such assessment being made at an assumed debt:equity ratio of 70:30. Such extension of Concession period shall be however limited to 5 (five) years. For avoidance of doubt it is stated that there shall be no reduction in the concession period as originally accepted. The authority may thereafter, at their sole option, issue a notice to the Concessionaire, (to be responded within a period of three months from the date of such notice), to undertake within six months of such notice, augmentation so determined by the authority. On refusal or non-acceptance by the Concessionaire to undertake such augmentation, either absolutely or on such extension of concession period as assessed under the DPR, or on the failure of the Concessionaire to undertake such augmentation on the due date so intimated by the authority, an indirect political event shall be deemed to have occurred and the authority may in its discretion terminate this agreement by issuing a termination notice and making a termination payment under and in accordance with the provisions of clause 34.9.2; without the authority being liable to issue any further notice under this provision".

4.11 Potential non-compliance of loan agreement with lenders in JSEL

4.11.1.1 Extract of the common loan agreement dated 21 October 2010 between JSEL and its lenders

COMMON LOAN AGREEMENT
Dated: 21.10.2010

BETWEEN

JORABAT SHILLONG EXPRESSWAY LIMITED (“BORROWER”)

AND

**Indian Bank
United Bank of India
Punjab & Sind Bank
 (“SENIOR LENDERS ”)**

5.13 PROJECT COST OVERRUN

Any escalation in the Project Cost over and above the Project Cost shall be arranged by IL&FS Transportation Networks Limited (ITNL) and Ramky Infrastructure Limited (Ramky), in a manner acceptable to the Senior Lenders.

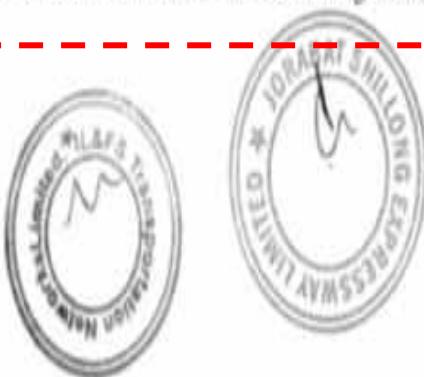
4.11.1.2 Extract of the original development agreement dated 20 October 2010



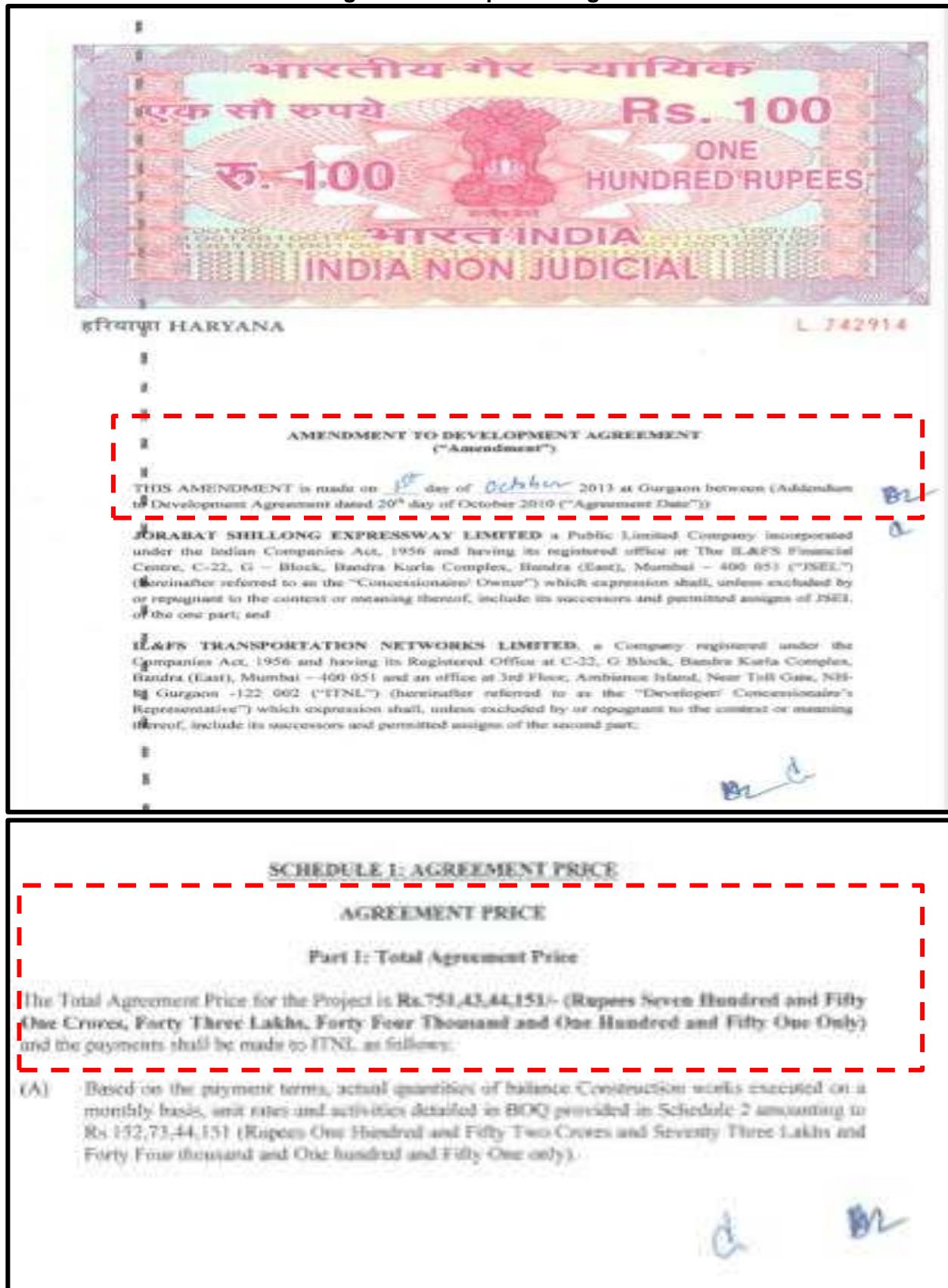
4.11.1.3 Extract of the original development agreement dated 20 October 2010

DEVELOPMENT AGREEMENT**SCHEDULE 1: AGREEMENT PRICE****AGREEMENT PRICE****Part 1: Total Agreement Price**

The Total Agreement Price for the project is Rs. 598.70 Crores (Rupees Five Hundred and Ninety Eight Crores and Seventy Lakhs only) and the payments shall be made to ITNL as per milestones to be mutually decided. Further the milestones shall be in line with the Project Completion schedule defined in the Schedule G of the Concession Agreement.



4.11.1.4 Extract of the original development agreement dated 01 October 2013



4.11.1.5 Extract of minutes of the meeting of the board of directors of ITNL dated 21 January 2014

(6) Status of operations of the project:

The Board reviewed the status of Jorabat Shillong Road Project (the 'Project') made as of December 31, 2013 and noted that the Company had achieved an overall physical progress of 62.82% (₹444.15 crores) against the planned progress of 65.82% (₹465.33 crores) and the financial progress achieved was of 85.92% (₹708.01 crores).

Mr. Sanjay Minglani informed the Board that as at quarter end out of 391 culverts, 49 slab culverts and 290 pipe culverts had been constructed and balance were in progress. Further, out of 12 minor bridges, 6 had been completed and 2 were at foundation level whereas balance 4 was at sub-structure and super-structure level. Mr. Tripathi further stated that till December 31, 2013, the Company had received around 55.56 kms (90%) of land, out of which additional lands were required in 16,141 kms of land for geometric improvements. The Company had received the clearance from the forest department of Meghalaya for the entire Project. However, the Company was yet to receive 6.235 kms of land including 5.27 kms of Umsing Bypass, which was expected to be handed over by April 2014.

The Board while reviewing the progress of the Project expressed concerns over the slow work progress. Mr. Minglani informed that the progress was hampered due to extended monsoon. He further informed that the Company was targeting to complete 30 kms of land by end of February 2014 and another 11 kms by end of April 2014, thereby achieving 65% of the total project site and 75% by May 2014. The Board then advised to take effective steps to complete the pending work and try to complete 40 kms by mid March 2014.

The Board was further informed that in view of the delays, there has been an increase in cost of the Project from ₹598.70 Crores to ₹ 751.44 Crores for which an amendatory Development Agreement has been executed

The Board took note of the same

Minutes of the Meeting of the Board of Directors of Jorabat Shillong Expressway Limited held on Tuesday, January 21, 2014 at 11:20 a.m. in the ITNL Conference Room No. 2, The IL&FS Financial Center, 8th Floor, Plot No. C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051

Present	:	Mr. Mukund Sapre Mr. M. B. Bajulge Mr. Narayanan Doraiswamy	:	Chairman
Invitees	:	Mr. Harish Mathur		
In Attendance	:	Mr. Vinod Tripathi Mr. Sanjay Minglani Mr. Vijay Kini Mr. Krishna Ghag	:	Manager Compliance Officer

4.11.1.6 Extract of the common loan agreement of JSEL

6.13 COST OVERRUN

In the event of any cost overrun, the Sponsor shall arrange for additional funds, in a manner acceptable to the Lenders

7.2.1 Change in Capital Structure

The Borrower shall not except as provided in the Financing Plan, allow any changes to occur with respect to its business or capital structure without obtaining prior written permission of the Senior Lenders/Lenders Agent and as per the provisions of Clause 5.2.3 of the Concession Agreement. In the event of Such changes to the Borrower's business/capital structure may include but will not be limited to:

- (i) Effect any reduction in its capital structure;
- (ii) wind-up, liquidate or dissolve its affairs;
- (iii) enter into any transaction or scheme for the merger, de-merger, amalgamation, arrangement, reconstruction, consolidation or reorganisation of the Borrower; and
- (iv) undertake any new project or a scheme for expansion, composition or arrangement with its creditors except for the subsequent phases as a part of the over all Financing Plan, which is to be financed out of the Borrower's net cash accruals (after servicing of the liabilities according to the

4.11.1.7 Extract of the internal audit report of JSEL dated 12 March 2014

Report

To,
 Board of Directors
 Jorabat Shillong Expressway Limited,

In accordance with the internal audit work-plan for the period **November 1st, 2013 to February 28th, 2014**, examinations of the Accounts & Systems of **Jorabat Shillong Expressway Limited (JSEL)** have been carried out by us. The report is intended to present the findings and conclusions drawn there from for your information and attention. We have carried out the internal audit in accordance with generally accepted audit practices with an aim of assisting management to monitor, maintain and improve the internal controls and business processes with the perspective to enable the management to place reasonable reliance on the financial statements. We have applied the agreed procedures on a test sample basis derived as per generally accepted audit techniques.

Based on the review of the systems, procedures and a sample test of transaction as per the audit plan, in our opinion, the internal controls examined in accordance with the audit plan are adequate and commensurate with the size of operations of the company. The procedure for reporting significant/material breaches of control to the management are in place. However, our detailed observations are provided in "Annexure-A", classified according to the Criticality (High, Medium & Low) and nature of risk (Statutory, Financial, Contractual and Operational).
 The rating is " 3 ".

For M/s S Ghosh & Associates,
 Chartered Accountants
 (Firm Reg # 325330E)

 S Ghosh
 Membership Number: 50310
 Kolkata, Date- March 12, 2014



S GHOSH & Associate

1. Contractual**Observation****1. Amendment to Development Agreement**

- 1.1 Amendment to Development Agreement has been signed between ITNL & JSEL on 1st October, 2013 by virtue of which the Developer's cost has been increased from Rs 598.70 crs to Rs 751.43 crs i.e. an increase of Rs 152.73 crs. But the effect of such increase has been given from RA bill 26 dated 25th January 2014. The amendment does specify how the enhanced cost will be financed.
- 1.2 As per clause 5.13 & 6.13 of Common Loan Agreement any escalation in the project cost over and above the Project Cost shall be arranged by ITNL and Ramkey in a manner acceptable to the lender. Clause 7.2.1 also states. Inter alia, the borrower shall not allow any change to occur with respect to its business or capital structure without the previous written consent of the senior lenders
- 1.3 The amendment was ratified by the Board of Directors in the meeting held on 21st January 2014.
- 1.4 As per concession agreement, previous consent of NHAI is also needed before giving effect to any amendment.

Implication

25.46% increase in cost just 3 ½ months before the official closing date of the project need be approved by the Board and due consent from lenders and NHAI need be taken indicating the ways and means of financing Rs 152.73 crs. The rate of all items have been increased by 20% and the rate of dense bitumen and bituminous concrete have been increased by 30%.

Management comments

- 1.1 The items incorporated in the amendment were executed in the month of January and hence the same was billed accordingly.
- 1.2 The matter will be taken up with the senior lenders in the forthcoming consortium meeting. The capital structure will remain the same. The cost overrun is proposed to be funded through short term loan

Recommendation**Responsibility**

Alok Anandmani



S.GHOSH & Associate

4.12 Potential non-disclosure of related party transactions in the financial statements of CNTL

4.12.1.1 Extract of the related party disclosures as per financial statements of CNTL.

2. Details of balances and transactions during the period with related parties		
Account head	Name of Entity	31-Mar-15
Balances:		
Sundry Creditors	IL&FS Transportation Networks Limited	161,365,855
Share Capital	IL&FS Transportation Networks Limited	3,720,000,000
Mobilisation Advances	IL&FS Transportation Networks Limited	1,164,503,723
Retention Money	IL&FS Transportation Networks Limited	426,514,541
STL	IL&FS Transportation Networks Limited	1,080,000,000
Interest payable	IL&FS Transportation Networks Limited	13,608,109
Security Deposit	IL&FS Trust Company Limited	1,000
Balance Payable	Eisamex Portugal	-
Sundry Creditors	IL&FS Global Financial Services Pte. Limited	75,195,559
Prepaid Expenses	IL&FS Global Financial Services Pte. Limited	75,195,559
Account head	Name of Entity	31-Mar-15
Transactions:		
Mobilisation Advances Recovered	IL&FS Transportation Networks Limited	951,734,445
Professional Fees	IL&FS Transportation Networks Limited	95,000,000
Project Management Fees	IL&FS Transportation Networks Limited	197,199,996
Milestone Payment	IL&FS Transportation Networks Limited	2,253,223,226
Advance Given	IL&FS Transportation Networks Limited	1,000,000,000
Short term loans	IL&FS Transportation Networks Limited	1,080,000,000
Interest on STL	IL&FS Transportation Networks Limited	15,120,123
Deputation Cost	IL&FS Transportation Networks Limited	1,044,627
Security Trustee Fees	IL&FS Trust Company Limited	674,160
Professional Fees	IL&FS Securities Services Limited	18,654
Professional Fees	Eisamex Portugal	-
Professional Fees	IL&FS Global Financial Services Pte. Limited	75,195,559
Sitting Fees	Gopalkrishnan Viswanathan	22,472
Director Sitting Fees	Mukund Sapre	67,416
Director Sitting Fees	Ravi Sreehari	-
Director Sitting Fees	Krishna Ghag	78,652
Director Sitting Fees	Ajay Menon	89,888
Director Sitting Fees	J S Rathore	44,944
Director Sitting Fees	S C Mittal	33,708
Invitee Sitting Fees	S C Mittal	44,944
Director Sitting Fees	Shaivali Parekh	22,472

4.12.1.2 Extract of the related party disclosures as per financial statements of CNTL

CHENANI NASHRI TUNNELWAY LIMITED				
Notes forming part of the financial statements for the year ended March 31, 2016				
Note 21: Related Party Disclosures as per the AS-18 on "Related Party Disclosure" in respect of the Company for the year ended March 31, 2016 are as follows:				
Security Trustee Fees	IL&FS Trust Company Limited	6,82,360	6,74,160	
Professional Fees	IL&FS Securities Services Limited	17,175	18,654	
Borrowing Cost	IL&FS Global Financial Services Pte Limited	69,50,147	7,51,95,559	
Borrowing Cost	IL&FS Financial Services Limited	40,273		

4.12.1.3 Extract of the related party disclosures as per financial statements of CNTL

Chenani Nashri Tunnelway Limited						
Notes forming part of Financial Statements for the year ended March 31, 2017						
Related Party Disclosures (contd.)						
Year ended March 31, 2017						
(b) transactions/ balances with above mentioned related parties (mentioned in note 32 above)						
Deputation Cost	ITNL	.99	.00	.00	.00	.99
Operation & Maintenance Expenses	ITNL	16.41				
Out of Pocket Expenses	IGFSL	.00	.19	.00	.19	
Professional Fees	ISSL	.00	.02	.00	.02	
Borrowing Cost	IFIN	.00	25.27	.00	25.27	
Out of Pocket Expenses	IGFSL	.00	.19	.00	.19	
Borrowing Cost	IGFSL	.00	6.94	.00	6.94	
Short Term Loan Taken	TEL	.00	550.00	.00	550.00	

4.12.1.4 Extract of the related party disclosures as per financial statements of CNTL

Chenani Nashri Tunnelway Limited

Notes forming part of Financial Statements for the year ended March 31, 2018

Related Party Disclosures (contd.)**Year ended March 31, 2018****(b) transactions/ balances with above mentioned related parties (mentioned in note 26 above)**

Particulars	IL&FS	ITNL	IRL	IAPL	NIPCL	RBEL	LIVIA	TEL	Key Management Personnel ("KMP") and Other Directors	Amount in (Mn₹)
										Total
Balance	IL&FS	ITNL	IRL	IAPL	NIPCL	RBEL	LIVIA	TEL		
Cost of Investment in equity shares	-	3,720.00	-	-	-	-	-	-		3,720.00
Interest Accrued and not due LT	-	10.83	-	-	-	-	-	-		10.83
Interest Accrued and not due ST	-	254.62	-	-	-	-	-	-		254.62
Long-term Borrowings	4,252.23	141.30	-	-	-	-	-	-		141.30
Retention Money Payable	-	207.52	-	-	-	-	-	-		207.52
Short-term Borrowings	-	454.52	-	470.00	-	-	-	-		924.52
Trade Payables	-	4,841.85	-	-	-	-	-	-		4,841.85
Interest Accrued and not due ST - (Recovery)	-	-	-	2.11	-	0.08	9.95	0.21		12.35
Transactions	IL&FS	ITNL	IRL	IAPL	NIPCL	RBEL	LIVIA	TEL		Total
Borrowings - Taken	5,250.00	10,953.45	-	2,000.00	-	300.00	-	-		21,153.45
Interest on Loans (Expense)	211.28	356.55	4.34	186.32	43.39	21.19	134.71	-		706.51
Deputation Cost	-	1.63	-	-	-	-	-	-		1.63
Expenses towards Ancillary Work	-	16.81	-	-	-	-	-	-		16.81
Finance charges	0.05	449.55	-	-	-	-	-	-		449.55
Operation and maintenance- (Project)	-	229.87	-	-	-	-	-	-		229.87
Borrowings - Repayment	997.77	20,950.00	250.00	1,530.00	270.00	300.00	2,000.00	-		25,200.00
Guresh C Mittal	-	-	-	-	-	-	-	-		0.03
Ashutosh Chandwar	-	-	-	-	-	-	-	-		0.04
Janak Rathore Singh	-	-	-	-	-	-	-	-		0.06
Chavell Rajeev Parikh	-	-	-	-	-	-	-	-		0.06
Krishna Ghag	-	-	-	-	-	-	-	-		0.14
Kamalakant Trimbak Chauhan	-	-	-	-	-	-	-	-		0.15
Sanjay S. Rane	-	-	-	-	-	-	-	-		0.15

4.13 Potential issues in the operations at the site

4.13.1.1 Extract of the email dated 24 October 2016 sent by VK Tripathi to MB Bajulge

From: CN=VK Tripathi/O=ITNL <VK.Tripathi@ilfsindia.com>
Sent: 24 October 2016 18:45
To: CN=MB Bajulge/O=ITNL@ILFS
Cc: CN=KR Khan/O=ITNL@ILFS; CN=Ashwani Pachori/O=ITNL@ILFS; Viren Gotmare; CN=Jagadeesh Kumar/O=ITNL@ILFS
Subject: ACEL Pkg-1: Areas of Concern

Dear Sir

This is in reference to our detailed meetings with your Project site staff (Mr. Hanmath Babu & Mr. Venkateswarlu) on 07th October 2016 & 21st October 2016 as well as Telecom discussions with Mr. Anil Sharma and Mr. M M Viany.

The following issues need to be addressed on priority:

1. There were repeated assurances from your end (Mail dated-22.09.2016) regarding mobilization of Laboratory Equipment which is still pending except some bituminous testing equipments.
2. A dedicated QC team with dedicated vehicle to be mobilized for sample collections & testings.
3. Material Sources finalization (e.g. Cement, RCC Hume Pipes, Steel, Admixtures, Sand, Aggregates & third party laboratory etc) for submission for approvals is required.
4. Finalization of Quarry locations and the permission for quarrying (with statutory requirements) yet to be fulfilled.
5. Erection & commissioning of Crusher Plant & Concrete Batching Plant are to be expedited.
6. The works can be taken up at all Culverts (Pipe & Box) locations where there is no land acquisition issue.
7. Boundary Chainage (ROW) Pillar Fixing yet to be started.
8. Other Statutory Compliances are yet to be fulfilled.

It is observed that the works are progressing in a quite unorganized manner with insufficient resources.

4.13.1.2 Extract of the email dated 04 October 2018 sent by Satya Ranjan Rout to the representative of ITNL:

From: "Satya Ranjan Rout" <satya.ranjan@itnlindia.com>
To: <sg.bhatti@itnlindia.com>, <Geetam.Tandasi@ilfsindia.com>
Cc: <MB.Bajulge@itnlindia.com>, <Rajiv.Dubey@itnlindia.com>, <anil.kumar@itnlindia.com>, <kiranpal.adwal@itnlindia.com>, <pradeep.kumar@itnlindia.com>, "Anurag Krishna" <anurag.krishna@itnlindia.com>, <sanjeekumar.singh@itnlindia.com>
Date: 04-10-18 11:27 AM
Subject: Skilled and unskilled Labour are Strike at RRR & RPR-I projects

Dear Sir,

In reference to the above mentioned subject, it is to inform that Salary of site staff working under Shiva Protection Force has been not released for the month of July, Aug and Sept 2018 at (RRR & RPR-I). Due to which staffs are under strike today due to nonpayment of their salary Which affect the emergency services along with routine maintenance work at site. Even they come to office and protesting here with saying that their children have been dropped out from school, also they don't have such amount to reach site, Even medical treatment being not done to them due to nonpayment of ESI by vendor.

Also In RRR & RPR-I Labour are on strike due to labour union meeting regarding minimum wages and PF & ESI

Hence, it is requested to kindly look on this matter and do the needful as earliest as possible.

Regards,
Satya Ranjan Rout

4.13.1.3 Extract of the email dated 05 October 2018 by Sanjay Minglani to the representative of ITNL

From: Sanjay Minglani/ITNL
 To: MB Bajulge/ITNL@ILFS, Rajiv Dubey/ITNL@ILFS
 Cc: Mukund Sapre/ITNL@ILFS, SC Mittal/ITNL@ILFS, Dilip Bhatia/ITNL@ILFS, Danny Samuel/ITNL@ILFS, Ajay Menon/ITNL@ILFS, Manoj Agarwal/ITNL@ILFS, Gautam Tandasi/ITNL@ILFS
 Date: 05-10-2018 11:51
 Subject: Fw: Aggressive Labour Strikes in HREL, RRR and RPR-I

Bajulge/Rajiv,

In Jharkhand almost all the O&M projects are facing labour strike due to long pending payments. Annuity payments are likely to be affected and NCD holders and IDF investors are making frequent site visits. Kindly arrange to continue O&M activities at an early

With Regards,

Sanjay Minglani

(M) +91-9934300932

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4.13.1.4 Extract of the email dated 06 October 2018 sent by Gautam Tandasi to the representative of ITNL

From: Gautam Tandasi/ITNL
 To: Danny Samuel/ITNL@ILFS
 Cc: Ajay Menon/ITNL@ILFS, Ajay Vaidyanath/ITNL@ILFS, Dilip Bhatia/ITNL@ILFS, Manoj Agarwal/ITNL@ILFS, MB Bajulge/ITNL@ILFS, Mukund Sapre/ITNL@ILFS, Rajiv Dubey/ITNL@ILFS, Sanjay Minglani/ITNL@ILFS, SC Mittal/ITNL@ILFS, Madan Mohan/ITNL@ILFS
 Date: 06/10/2018 10:44 PM
 Subject: Re: Fw: Aggressive Labour Strikes in HREL, RRR and RPR-I

Dear Sir,

With reference to my trailing mail, need your approval please to process labour payments of Rs.65 Lakhs directly to EMSL Ranchi Account by JRPICL on behalf of ITNL (to clear backlog up to the month of May'18). This will help us to end labour strikes in projects so that Investors may witness routine O&M site activities as well as Major Maintenance works.

Regards.

GAUTAM K. TANDASI
 IL&FS Transportation Networks Limited
 Mobile: 9771431400

4.13.1.5 Extract of the email dated 08 October 2018 by Dilip Bhatia to the representative of ITNL

From: Dilip Bhatia/ITNL
 To: Danny Samuel/ITNL@ILFS
 Cc: Gautam Tandasi/ITNL@ILFS, Ajay Menon/ITNL@ILFS, Ajay Vaidyanath/ITNL@ILFS, Manoj Agarwal/ITNL@ILFS, MB Bajulge/ITNL@ILFS, Mukund Sapre/ITNL@ILFS, Rajiv Dubey/ITNL@ILFS, Sanjay Minglani/ITNL@ILFS, SC Mittal/ITNL@ILFS, Madan Mohan/ITNL@ILFS
 Date: 08-10-2018 11:25
 Subject: Re: Aggressive Labour Strikes in HREL, RRR and RPR-I

In view of recent corporate circular, please stop all payments

Will seek clarifications on OM payment today. Meanwhile hold

Regards

4.13.1.6 Extract of the email dated 08 October 2018 sent by Madan Mohan to the representative of ITNL

On 08-Oct-2018, at 11:48 AM, Madan Mohan <Madan.Mohan@lfsindia.com> wrote:

Dear Sir,

As discussed, please find below a note on the issue:

2. So far, lenders of JRPICL have been releasing the monthly O&M payments of approx Rs 1.4 crs as per the budget to ITNL.
4. For the current month, lenders have already approved the O&M payments.
6. There are labour strikes going on in several JRPICL projects due to delayed salary payments. Lenders are not aware of these strikes and some of the lenders have planned site visits this week. If the strike issue is not addressed on priority, lenders may get concerned about the ground situation especially salaries not being paid despite availability of sufficient cash flows in the project and release of O&M payments on time.
8. To ensure the situation is addressed quickly, the JRPICL team has requested Rs 65 lacs to be paid directly to the Elsamex account at Allahabad Bank, Ranchi and the rest to ITNL.

Request you to kindly obtain and communicate approval for the above critical payment.

Thanks & Regards,

4.13.1.7 Extract of the email dated 08 October 2018 sent by Dilip Bhatia to Madan Mohan:

From: Dilip Bhatia/ITNL
 To: Madan Mohan/ITNL@lfs
 Cc: Ajay Menon/ITNL@lfs, Ajay Vaidyanath/ITNL@lfs, Denny Samuel/ITNL@lfs, Gautam Tandasil/ITNL@lfs, Manoj Agarwal/ITNL@lfs, Rajiv Dubey/ITNL@lfs, Sanjay Minglani/ITNL@lfs, SC Mittal/ITNL@lfs, Sachin Mohite/ITNL@lfs, hemant.shrivastava@elsamex.com
 Date: 08-10-2018 12:12
 Subject: Re: Aggressive Labour Strikes in HREL, RRR and RPR-I

If OM is getting released every month on time, why are strikes Happening

Obviously, either ITNL or EMSL is eating the money in between

Please send me a complete analysis of OM released this year and how much has been released to by ITNL and by EMSL

Unless it is received, I will not be able to approve any payment

Rajiv / Hemanth / Sachin and Ajay Menon - pls provide info asap

4.13.1.8 Extract of attachment shared by Madan Mohan via email dated 08 October 2018:

From: Madan.Mohan@ilfsindia.com
Sent: 08 October 2018 17:29
To: Dilip.Bhatia@ilfsindia.com
Cc: Ajay_Menon/ITNL%ILFS@DCDL.WCGT.IN; Ajay_Vaidyanath/ITNL%ILFS@DCDL.WCGT.IN; Danny_Samuel/ITNL%ILFS@DCDL.WCGT.IN; Gautam_Tandas/ITNL%ILFS@DCDL.WCGT.IN; hemant.shrivastava@itnlindia.com; Manoj_Agarwal/ITNL%ILFS@DCDL.WCGT.IN; Rajiv_Dubey/ITNL%ILFS@DCDL.WCGT.IN; Sachin_Mohite/ITNL%ILFS@DCDL.WCGT.IN; Sanjay_Minglani/ITNL%ILFS@DCDL.WCGT.IN; SC_Mittal/ITNL%ILFS@DCDL.WCGT.IN; RaviKumar.Praveen@ilfsindia.com
Subject: Re: Aggressive Labour Strikes in HREL, RRR and RPR-I
Attachments: JRPICL_Note_O&M.docx; Billing and Payment for JRPICL Apr-Sept'18.xlsx
Importance: High

Further to mail below, please find enclosed the details of the O&M payments made by JRPICL to ITNL from April-18 onwards which is 7.50 crs and the payments made by ITNL to EMSL against JRPICL invoices which is 1.63 crs during the same period.

Details of payments made by EMSL towards JRPICL dues during this 6 month period is awaited from Mr Hemant Shrivastava.

Also as required, please find enclosed a detailed note on JRPICL issue including the project background.

ITNL Receivable from JRPICL			
Month	Invoice booked	Amount Received	Balance
April	1.79		1.79
May	1.79	(1.60)	1.99
June	1.90	(3.29)	0.60
July	2.43	(1.54)	1.48
August	5.81	(1.07)	6.23
September	1.87	-	8.10
Total	15.60	(7.50)	

ITNL Payable to EMSL			
Month	Invoice booked	Amount Received	Balance
April	1.18		1.18
May	1.07	(1.18)	1.07
June	1.21	-	2.29
July	1.09	(0.20)	3.17
August	4.08	(0.10)	7.15
September	1.49	(0.15)	8.50
Total	10.13	(1.63)	

4.13.1.9 Extract of e-mail dated 11 February 2016 Sent by Sreelal to MB Bajulge and KR Khan and related trail mails (4.13) [7]

CN=Sreelal K/O=ITNL <Sreelal.K@ilfsindia.com> CN=MB Bajulge/O=ITNL; CN=KR Khan/O=ITNL@ILFS

RPT approval for Elsamex in ASCEL & FSEL

We removed extra line breaks from this message.

RPT Approval for Order to Elsamex.pdf 84 KB

RPT Approval for Order to Elsamex.pdf.gif 1 KB

RPT Approval for Order to Elsamex.pdf 84 KB

Sir,

Please find a rate comparison made for RPT of Elsamex in ACEL & FSEL

The rates offered by EMS and the maximum rate than can be awarded are mentioned.

Please review and suggest

Regards,

Sreelal.K

Ph: 954553169 || 7774018005

8. Annexures

Project Icarus

From: Manoj Kumar Gupta
Sent: 27 January 2016 12:13
To: 'Sreelal.K@ilfsindia.com'
Cc: Anil Kumar Sharma; 'Rajiv.Dubey@ilfsindia.com'; 'indrarishu@yahoo.com'; 'elsamex.ho@gmail.com'; Oleti Vijay Chand; 'Sanjay.Jijja@ilfsindia.com'; 'MB.Bajulge@ilfsindia.com'; kr.khan@ilfsindia.com; Hemant Kumar
Subject: RE: Daily Progress Report as on date 25.01.2016 at FSEL site

Dear Sir,

To complete the remaining activities in our scope at ACEL & FSEL, we need your following support:

1. Center line Marking in By passes to start C&G work in the areas.
2. Resolve obstruction issues for which update being submitted by
Vijay/Hemant at both the sites.
3. Approve the rates and issue the work order for both ACEL & FSEL. The start of work of Boundary stone fixing is getting delay due to rate finalisation.
4. Release payment for the already submitted RA bill-01 as this point is linked with the payment of our agencies working over there. This would also expedite further progress.

Regards

Manoj Gupta

From: "Manoj Kumar Gupta" <manoj.gupta@ELSAMEX.com>
To: <Sreelal.K@ilfsindia.com>
Cc: <MB.Bajulge@ilfsindia.com>, <Rajiv.Dubey@ilfsindia.com>, "Anil Kumar Sharma" <anil.kumar@ELSAMEX.com>, <kr.khan@ilfsindia.com>, <Sanjay.Jijja@ilfsindia.com>, <ashwani.pachori@ilfsindia.com>
Date: 08/02/2016 17:01 Subject: RE: Daily Progress Report as on date 25.01.2016 at FSEL site

Dear Sir,

As per discussion held last week at Mumbai office with Mr. M.B. Bajulge /Rajiv Dubey, Kindly issue the work Order to Elsamex Maintenance Services Limited for the work being executed at FSEL and ACEL.
This is urgent as all the related work payments between ITNL & EMSL and further EMSL to Sub contractors working at ACEL & FSEL are pending due to the work Order.

Thanking You

Regards
Manoj Gupta
AGM-BD
Elsamex

From: Sreelal K/ITNL
To: "Manoj Kumar Gupta" <manoj.gupta@ELSAMEX.com>
Cc: <MB.Bajulge@ilfsindia.com>, <Rajiv.Dubey@ilfsindia.com>, "Anil Kumar Sharma" <anil.kumar@ELSAMEX.com>, <kr.khan@ilfsindia.com>, <Sanjay.Jijja@ilfsindia.com>, <ashwani.pachori@ilfsindia.com>
Date: 10-02-2016 10:05
Subject: RE: Daily Progress Report as on date 25.01.2016 at FSEL site

As discussed with you, the final rate proposed by you are still much higher than ITNL rates. It is requested to once again review the rates based on the rates offered by you to the agencies working at site. The RPT approval is mandatory for issuing the Order and it will not be possible to take the approval for such high rates

Regards,

Sreelal.K

Ph: 9545553169 || 7774018005

From: MB Bajulge/ITNL
To: Sreelal K/ITNL@ILFS
Cc: "Manoj Kumar Gupta" <manoj.gupta@ELSAMEX.com>, <Rajiv.Dubey@ilfsindia.com>, "Anil Kumar Sharma" <anil.kumar@ELSAMEX.com>, <kr.khan@ilfsindia.com>, <Sanjay.Jija@ilfsindia.com>, <ashwani.pachori@ilfsindia.com>
Date: 10/02/2016 11:06
Subject: RE: Daily Progress Report as on date 25.01.2016 at FSEL site

Sreelal

Agree rate quoted by agencies are less. Look at other expenses of Elsamex also viz cost of Guest house , cost of Vech provided at site , cost of Persons working at site etc

From where this cost to be recovered ? As discussed show it at arms length and get it approved from ca

4.14 Potential instance of cement purchase order given to vendor not forming part of the approved list of vendors

4.14.1.1 Extract of the email dated 14 February 2012, sent by Rajendra Kumar Sharma to Radhika MS

From: Rajendra Kumar Sharma
Sent: Tuesday, February 14, 2012 2:14 PM
To: Radhika MS.
Cc: Abhijit Ghoshal; Gautam Sadasiva; Vinay MM; Sairam Gadwal; Prabhakar Vuppala; Thulaseedhara Kurup; Biswajit Das; Rajesh Raman
Subject: RE: Cement purchase order

Dear Radhika,

From VASAVADATTA OPC-43 Grade cement we have already done concrete mix designs M-15 to M-45 Grade from Gangewari quarry and submitted for approval to ITNL but source approval of cement PENNA & VASAVADATTA is still pending from ITNL and Independent Engineer side.

Our approved source of OPC cement of 43&53 Grades for PSRP Project are :

- 1.Ultratech
- 2.Coromandal/India cement
- 3.ACC
4. Ambuja

From: Gautam Sadasiva [gautam_sadasiva@iifsengg.com]
Sent: 14/02/2012 14:13 ZE5B
To: KR Khan
Subject: FW: Cement purchase order

1

Dear Khan Saaheb,

Based on your assurance , I am placing order on Vasavadatta also, so that we are not held to ransom

Thanks/Regards

GAUTAM SADASIVA

4.15 Potential stress/liquidity issues which appear to be known to the then KMPs of IL&FS Group

4.15.1.1 Extract of the email dated 09 August 2016 by Sabyasachi Mukherjee writing about the financial challenges of ITNL to Mukund Sapre

On 09-Aug-2016, at 1:47 PM, Sabyasachi Mukherjee <Sabyasachi.Mukherjee@ilfsindia.com> wrote:

Sir:

We have perused the requirements of contractor payments and the requests made by ITNL to issue LCs for ongoing projects of KSEL, BAEL CNTL and KNCEL which are now nearing CODs. Total LCs to be issued would be around Rs 200-250 cr.

As we discussed yesterday evening, we are facing shortage of fundings to meet critical payments of ITNL (debt servicing and corporate overheads) and right now there are inadequate pipeline to cover the same for the month of August 2016. In the event, we need to make provisions for these LCs in the current FY, this will put additional burden on funds without inadequate visibility. These payments can be scheduled post March 31, 2017, which will be of some temporary respite

Seek your guidance in this matter

Regards

Sabyasachi Mukherjee

4.15.1.2 Extract of the email dated 09 August 2016 by Sabyasachi Mukherjee writing about the financial challenges of ITNL to Mukund Sapre

From: Mukund Sapre/ITNL
To: Ramesh Bawa/ILFS@ilfs
Cc: Rajesh Kotian/IFSL@ilfs, Lubna Usman/IFSL@ilfs, Dilip Bhatia/ITNL@ilfs, Sabyasachi Mukherjee/IFSL@ilfs, Ramchand Karunakaran/ILFS@ilfs
Date: 09-08-2016 18:51
Subject: Re: ITNL contractor payments

Need to bring to your notice that large outstanding payments to the contractors which at the end of July 2016 stands at Rs. 750 crore (approx.) is hurting ITNL and there is no visibility of funds to liquidate it to an extent that contractors continue the construction activities. we had requested to allow bill discounting totalling to Rs. 250 crore (approx.) out of contractors limy and their banks. Out of this, an amount if Rs. 65 crore will become payable after March 2017 while Rs. 160 crore would become payable in Nov and Dec which ITNL can fund from Drawdown of KSEL/BAEL projects.

Non payment to the contractors has started impacting project completion schedules very adversely including adverse reporting regarding non payment in local newspapers. The planned COD of KSEL, CNTL and BAEL gets impacted. ICBC drawdown has also got delayed and that's not sufficient as we get only 250 Crs as earmarked for construction but this only will not help

For survival, this much support is essential. Do look into

Sent from my iPhone

4.16 Potential instances of excess fees charged by IFIN in KSEL and CNTL:

4.16.1 Extract of an email dated 27 March 2017 which was sent by Dilip Bhatia to Mukund Sare and Karunakaran Ramchand


 CN=Dilip Bhatia/O=ITNL <Dilip.Bhatia@lfsindia.com> | CN=Mukund Sare/O=ITNL@lfs; CN=Ramchand Karunakaran/O=lfs@lfs | 27-03-2017
 Re: Fees IFIN
 i We removed extra line breaks from this message.

Mukund / Ram

Last year in March, based on specific request of Lubna, we had allowed an excess invoicing of 3.08 Cr in KSEL. This amount has also been paid to IFIN. Specific understanding was that this excess amount will be adjusted in BAEL billing as and when it happens.

We had also allowed an excess invoice of 1.1 Crs in CNTL at the request of Anita in March 16. During current year, we tried to adjust this amount against domestic billing, but at the request of Rajesh, I kept it pending till last quarter.

IFIN did some work for us in GRICL in April 2016 and APEL in Dec 16. While we had engaged JPM to do the refinancing in GRICL, IFIN insisted to get involved in Rating exercise, on the pretext of maintaining parity across SPV rating within the group. Later on we were asked to compensate for the work done by them. In APEL, we asked them to help us to get consent from Bondholders for the stake sale. For these mandates, after a long discussions, fees of 1.50 Crs were agreed between me, Saby and Rajesh (I had proposed no fees for GRICL and 50 lakhs for APEL). We agreed to adjust excess billing done by them in CNTL against this payable, leaving 40 lakhs to be paid to them / adjusted later on.

This closes the fees for both these mandates and they have been fully compensated for these mandates.

Rajesh discussed with me on BAEL, I maintained that since the issues was more than a year old, we must adjust the excess amount paid in KSEL by us now. This is because keeping track of such items becomes very difficult and people at both sides forget such outstanding adjustments.

While we may not have a P&L impact, we definitely have project cost and cash flow impact. More ever we have accommodated their request for deferment of adjustment when ever they desired. Again on specific request of Anita, I have agreed to accept invoice for 50 mn BTMU transaction on the basis of sanction (as against disbursement, which will happen in April) in March 2017.

I would suggest that we do not encourage any further deferment.

Still, if you feel that we should accommodate their request, then let me handle this with Rajesh as I have a few other fees related matters to be discussed with him and will have some give and take to be done.

regards

4.18 Change in Accounting Policy of SPVs to potentially recognize toll revenue as income in the profit and loss statement

4.18.1 Extract of accounting policy of KSEL for FY 2016-17

3.1 Recognition and measurement

The Company builds, operates and maintains infrastructure assets under public-to-private Service Concession Arrangements (SCAs), which is an arrangement between the "grantor" (a public sector entity/authority) and the "operator" (a private sector entity) to provide services that give the public access to major economic and social facilities utilizing private-sector funds and expertise. The infrastructures accounted for by the Company as concessions are mainly related to the activities concerning roads, tunnels, check posts, railways and other infrastructure facilities.

Concession contracts are public-private agreements for periods specified in the SCAs including the construction, upgradation, restoration of infrastructure and future services associated with the operation and maintenance of assets in the concession period. Revenue recognition, as well as, the main characteristics of these contracts are detailed in Note 3.1.i.

With respect to service concession arrangements, revenue and costs are allocated between those relating to construction services and those relating to operation & maintenance services, and are accounted for separately. Consideration received or receivable is allocated by reference to the relative fair value of services delivered when the amounts are separately identifiable. The infrastructure used in a concession are classified as an intangible asset or a financial asset, depending on the nature of the payment entitlements established in the concession agreement.

When the demand risk to the extent that the Company has a right to charge the user of infrastructure facility, the Company recognizes revenues from construction services for public facilities (infrastructures) by the percentage-of-completion method, and recognizes the consideration for construction services at its fair value, as an intangible asset. The Company accounts for such intangible asset (along with the present value of committed payments towards concession arrangement to the grantor at the appointed date e.g Negative Grant, premium etc) in accordance with the provisions of Ind AS 38 and is amortized based on projected traffic count or revenue, as detailed in Note 3.1.v, taking into account the estimated period of commercial operation of infrastructure which generally coincides with the concession period. Intangible asset is capitalized when the project is complete in all respects and when the Company receives the final completion certification from the grantor as specified in the Concession Agreement and not on completion of component basis as the intended purpose and economics of the project is to have the complete length of the infrastructure available for use. The component based certification which is received is an intermediate mechanism provided in the Concession Agreement to provide a right to collect eligible toll to compensate the Company for cost recovery during construction period and for any delays beyond the control of the Company. However, where there is other than temporary delay due to reasons beyond the control of the Company, the management may treat constructed portion of the infrastructure as a completed project. Eligible toll revenue collected on receipt of the component based certification is reduced from the cost of construction, as the construction work on remaining portion is still in progress and the entire asset is not ready for its intended purpose.

4.18.2 Extract of accounting policy of KSEL for FY 2017-18**3.1 Recognition and measurement**

The Company builds, operates and maintains infrastructure assets under public-to-private Service Concession Arrangements (SCAs), which is an arrangement between the "grantor" (a public sector entity/authority) and the "operator" (a private sector entity) to provide services that give the public access to major economic and social facilities utilizing private-sector funds and expertise. The infrastructures accounted for by the Company as concessions are mainly related to the activities concerning roads, tunnels, check posts, railways and other infrastructure facilities.

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4.19 Potential issues in booking of expenses through backdated documents

4.19.1 Extract of email dated 06 December 2013 sent by Prashant Agarwal

Re: Elsamex remittances

From: Mukund.Sapre@ilfsindia.com
To: Prashant Agarwal/ITNL%ilfs
Cc: Kuljit Ahluwalia/ITNL%ilfs, Valbhav Saraf/ITNL%ilfs, Vilay Kini/ITNL%ilfs,
George Cherian/ITNL%ilfs, Ajay Menon/ITNL%ilfs, Narayanan Doraiswamy/ITNL%ilfs,
Sachin Mohite/ITNL%ilfs, Hiren Gor/ITNL%ilfs, Chetan Panchal/ITNL%ilfs,
Parag Phanse/ITNL%ilfs
Sent: December 6, 2013 6:45:21 PM IST

Please discuss with me on Monday

Sent from my iPhone

On 06-Dec-2013, at 7:46 pm. "Prashant Agarwal" <Prashant.Agarwal@ilfsindia.com> wrote:

Kuljit,

In the meetings which we had in respect of the above we all agreed that the Elsamex transaction will be neutral on ITNL P&L and we were ensured to be provided with sufficient documentation towards the same. Hence whatever you have stated in para 2 will not work.

We would need documentation as planned or else that will have straight effect on profitability

Regards

CA Prashant Agrawal
Sr. Manager
IL&FS Transportation Networks Limited

From: Prashant Agarwal/ITNL
To: Kuljit Ahluwalia/ITNL@ILFS, Vaibhav Saraf/ITNL@ILFS, Vijay Kini/ITNL@ILFS.
Cc: George Cherian/ITNL@ILFS, Ajay Menon/ITNL@ILFS, Narayanan Doraiswamy/ITNL@ILFS, Sachin Mohite/ITNL@ILFS, Hiren Gor/ITNL@ILFS, Chetan Panchal/ITNL@ILFS
Date: 06-12-2013 10:31
Subject: Re: Elsamex remittances

Kuljit,

Please refer the trailing mail on the transaction between ITNL and Grusamar Ingenieria Y Consulting

We have received the work orders issued by ITNL to Grusamar aggregating to Euro 4 Mn (1.5 Mn for KSEL & 2.5 Mn for BAEL) and have also received first invoices of Euro 2.40 Mn against both the work orders which is equivalent to 60% of the contract price each

As per our discussions this cost is to be charged by ITNL to SPV as a part of Development/EPC Agreement

Please provide the copies of development agreements for proceeding further

Vaibhav: Please note ITNL first need money from SPVs in order to pay it to Elsamex

Kini: Please indicate to Ajay the additional equity requirement in SPVs

Regards

CA Prashant Agrawal
Sr. Manager
IL&FS Transportation Networks Limited

4.19.2 Extract of email dated 10 November 2009 sent by Narayanan Doraiswamy to Parag Phanse and extract of email dated 11 November 2009 sent by Parag Phanse to Rahul Chandran

Narayanan Doraiswamy/ILFS
10-11-2009 17:12

To
Parag Phanse/ILFS@ILFS
cc
Ajay Menon/ILFS@ILFS, Kuljit Ahluwalia/ILFS@ILFS, Rahul Chandran/ILFS@ILFS,
Ravi Sreehari/ILFS@ILFS, Sanjay Bhargava/ILFS@ILFS, Vijay Kini/ILFS@ILFS
Subject
Re: Fw: Mr. Khattar's travel details

Dear Parag

As per instructions received we are required to bill and remit Euro 7 MN before Dec-09 and keep ready the supporting documents. This necessitated the billing during Oct-09 to Dec-09, which we have revised to Nov-09 and Dec-09.
Any deviation or change in plan, pls check and confirm with Mr. Mukund

Regards

Parag Phanse/ILFS
11/10/2009 03:02 PM

To
Rahul Chandran/ILFS@ILFS
cc
Ajay Menon/ILFS@ILFS, Kuljit Ahluwalia/ILFS@ILFS, Narayanan Doraiswamy/ILFS@ILFS, Ravi Sreehari/ILFS@ILFS, Sanjay Bhargava/ILFS@ILFS, Vijay Kini/ILFS@ILFS
Subject
Re: Fw: Mr. Khattar's travel details

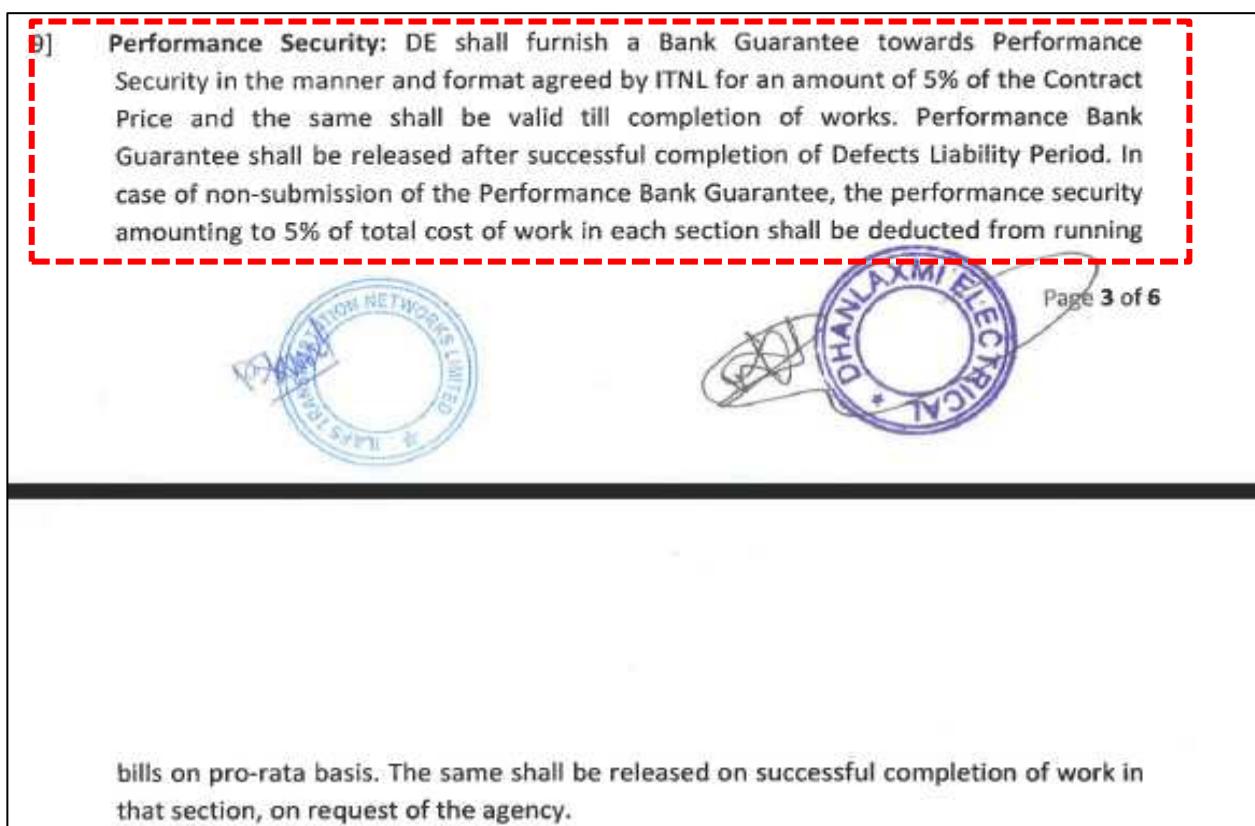
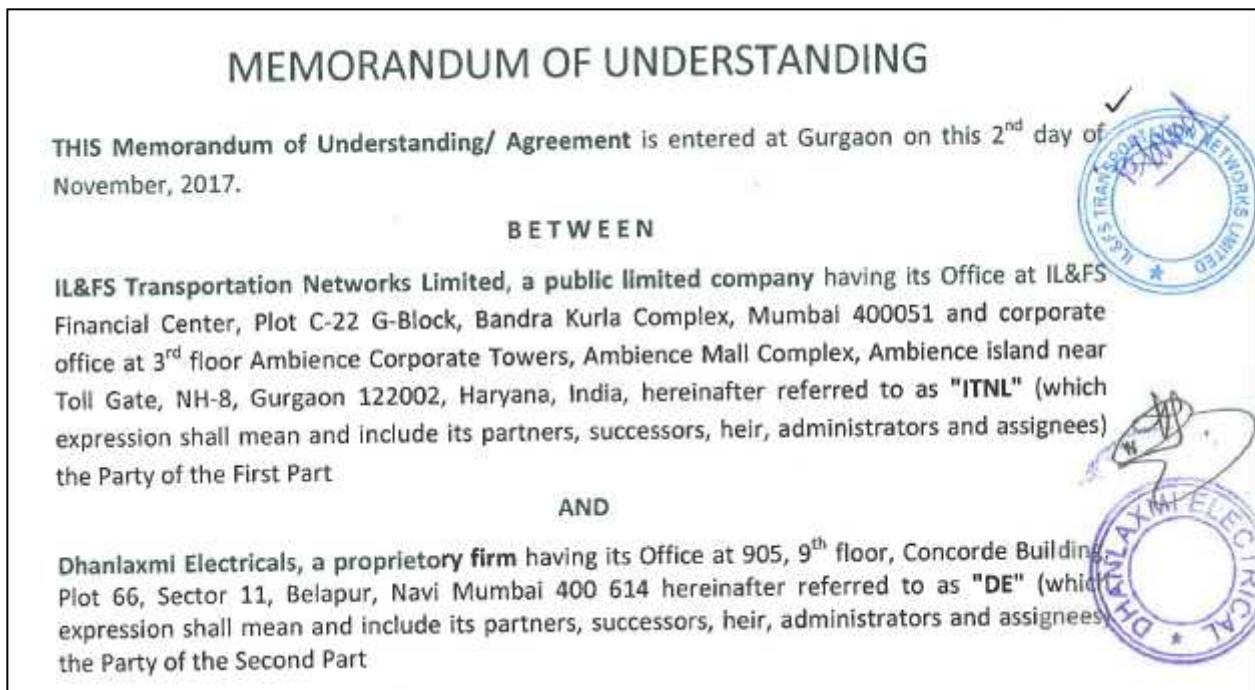
Dear Rahul,

Since the total contract amount for Pune solapur & ranchi Hazaribagh is 5 Mn Euros, it is difficult to remit 4 Mn. Euros in November. Because then substantial part of design & drawings are to be prepared and submitted before that. Is it possible that we can remit 2 Mn. euros in November and balance partly in December & January ?
Pl. confirm.

Parag

4.20 Potential issues in providing mobilization advance to sub-contractors:

4.20.1.1 Extract of MOU dated 02 November 2017 between ITNL and Dhanlaxmi Electricals



4.21 Impairment of investment of ITNL in IIPL

4.21.1.1 Extract of in ITNL Standalone Financial Statement for the Financial Year 2017-18:

(b) transactions/ balances with above mentioned related parties (Current Year)							₹ In Crore
Particulars	Holding Company	Subsidiaries	Fellow Subsidiaries	Associates	Joint Ventures	KMP and their relatives	Total
Equity share Capital							
ILFS	236.58	-	-	-	-	-	236.58
OTHERS	-	-	4.27	-	-	-	4.27
	236.58	-	4.27	-	-	-	240.85
Advances recoverable considered doubtful							
IAL	-	-	22.06	-	-	-	22.06
	-	-	22.06	-	-	-	22.06
Unbilled revenue							
BAEL	-	275.04	-	-	-	-	275.04
KNCEL	-	318.71	-	-	-	-	318.71
OTHERS	-	229.57	-	-	20.42	-	249.99
	-	823.33	-	-	20.42	-	843.74
Unearned revenue							
IRIDCL	-	22.66	-	-	-	-	22.66
MBEL	-	13.10	-	-	-	-	13.10
SSTL	-	76.82	-	-	-	-	76.82
OTHERS	-	0.00	-	-	-	-	0.00
	-	112.58	-	-	-	-	112.58
Investments							
IIPL	-	779.92	-	-	-	-	779.92
OTHERS	-	4,159.05	-	341.65	407.39	-	4,908.10
	-	4,938.98	-	341.65	407.39	-	5,688.02

B. Significant accounting policies

B.1 Statement of compliance

The separate financial statements have been prepared in accordance with Indian Accounting Standards ("Ind AS") notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended.

B.2 Basis of preparation and presentation

The financial statements have been prepared on a historical cost basis, except for the following asset and liabilities which have been measured at fair value:

- Derivative financial instruments,
- Certain financial assets and liabilities measured at fair value (refer accounting policy regarding financial instruments),

Historical cost is generally based on the fair value of the consideration given in exchange for goods and services. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether that price is directly observable or estimated using another valuation technique. In

If there is objective evidence of impairment as a result of one or more events that occurred after the initial recognition of the net investment in a subsidiary, associate or a joint venture (a 'loss event') and that loss event (or events) has an impact on the estimated future cash flows from the net investment that can be reliably estimated, then it is necessary to recognize impairment loss with respect to the Company's investment in a subsidiary, associate or a joint venture.

When necessary, the entire carrying amount of the investment (including goodwill) is tested for impairment in accordance with Ind AS 36 Impairment of Assets as a single asset by comparing its recoverable amount (higher of value in use and fair value less costs of disposal) with its carrying amount. Any impairment loss recognized is reduced from the carrying amount of the investment and recognized in the profit or loss. Any reversal of that impairment loss is recognized to the extent that the recoverable amount of the investment subsequently increases but the increase is restricted to the amounts that would arise had no impairment loss been recognized in previous years.

4.21.1.2 Extract of IIPL Financial Statements for the Financial Year 17-18:

SPECIAL PURPOSE FINANCIAL STATEMENTS ITNL INTERNATIONAL PTE. LTD., SINGAPORE Balance sheet as at March 31, 2018					Rs.
Particulars	Note No	As at March 31, 2018		As at March 31, 2017	
ASSETS					
Non-current Assets					
(a) Property, plant and equipment	4		2,626,343		7,442,531
(b) Capital work-in-progress					
EQUITY AND LIABILITIES					
Equity					
(a) Equity share capital	10	7,584,888,471		7,584,888,471	
(b) Other Equity	11	(1,991,855,377)		(1,898,110,135)	
Equity attributable to owners of the Company			5,593,031,094		5,686,776,336
Non-controlling interests					
Total Equity			5,593,031,094		5,686,776,336
LIABILITIES					
Non-current Liabilities					
(a) Financial Liabilities	12				
(i) Borrowings					
Total Non-current Liabilities					

Management Responses to GT Draft Interim Report 2.0 dated September 25, 2021

GT has conducted special audit of ITNL and its SPVs and have issued Draft Interim Report 2.0 dated September 25, 2021 which the current team at ITNL have perused and have found certain factual inaccuracies. Pursuant to several communications and discussions with GT, GT has agreed to make necessary changes to the report after undertaking required verifications and internal discussions.

Despite all efforts there is a gap in the information sought by GT and the information provided by ITNL team because such old data is not feasible to access by the current team of ITNL, considering that most of the erstwhile team of ITNL has exited ITNL. Accessing such data would require to go through all the emails and data of all past employees who have exited ITNL and then sort the data required to be provided to GT in order to fill the gaps in the data which is seeming unfeasible.

The responses are prepared by the current ITNL team to the best of their knowledge based on available data, records, emails and their understanding of the transactions based on such records. As most of the employees of ITNL have left the explanation provided may not give a complete and accurate reasoning for the transaction undertaken during that period.

Background:

ITNL was in the business of development of transportation infrastructure mainly roads and primarily through BOT mode. In addition to India, the Company had operations in overseas geographies i.e Singapore, Dubai, Spain, China and USA. However overseas operations were mainly focused on O&M services with solitary BOT project being in Dubai. Towards 2019, the Company also forayed in third party EPC contract .

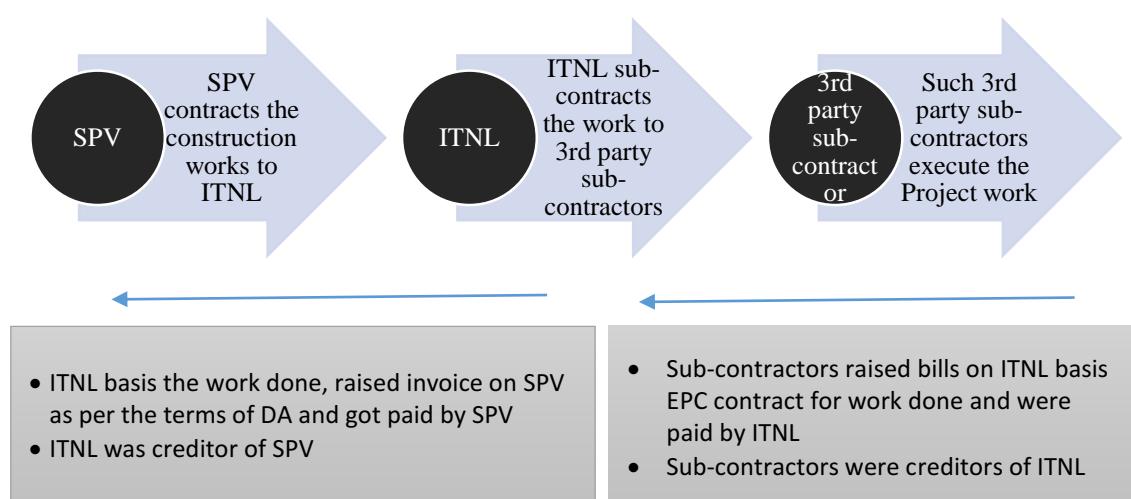
The following paras briefly explain the business model followed by ITNL for bidding and execution of awarded contracts, raising of funds for infusion into SPVs as well as day to day support and operations of the SPVs

Bidding and work execution

- (a) The business development team at ITNL used to identify various business opportunities, evaluate and submit the bids for the projects. Upon successful award of the project ITNL established a Special Purpose Vehicle (SPV) to domicile and project, execute the Concession Agreement (CA) and develop and operate the project in accordance with the terms of the CA through the SPV.
- (b) Once the project was awarded, a SPV was formed by ITNL (mainly 100% subsidiary unless the bid was submitted along with a partner) and CA was signed by that SPV with the Authority. The project was funded through a mix of Promoter contribution and External debt (proportion being fixed on case to case basis in accordance with the financial closure of the project). Promoter contribution was further divided into Equity and Sub debt to be contributed by ITNL / Partner, whereas External debt was raised

primarily from PSU banks and Public Sector institutions following a consortium arrangement. Once the entire debt was tied up, Financial Closure was achieved and financing documents executed and submitted to the Authority

- (c) All the business and operational expertise i.e business development, bidding design, construction, operations & maintenance, financial, legal was domiciled in ITNL the HoldCo, with SPV being the legal entity having the project and the CA. At every stage of execution and operations of the Project, ITNL used to provide relevant services to the SPVs including but not limited to pre-bid studies, bidding, SPV establishment, financial closure, EPC contracting, design and development, construction, accounting, secretarial matters, liaisoning with Authorities, servicing of lenders, treasury management, debt refinancing, operations and maintenance etc. The SPVs had no expertise and manpower of their own and depended on ITNL for all their activities
- (d) ITNL had an experienced professional team of senior managers having vast experience of execution, management and operations of road projects. It also had an in-house design team having advanced capabilities in terms of designing of projects and technology used and quality control. The benefits of all these expertise and capabilities was provided by the HoldCo to the SPVs through central services. Going by the expertise needed, complex nature and sheer volume of activities, it would not have been practical and feasible to replicate that across all the SPVs.
- (e) As per business model followed by ITNL, in almost all of its road project SPVs, ITNL acted as a single point turn key contractor for the project related works to the relevant SPV. ITNL in turn appointed various agencies to execute various parts of the project related works.
- (f) SPVs entered into a Development Agreement (DA) with ITNL which covered services relating to construction of the road. ITNL in turns appointed 3rd party sub-contractors to execute the construction work and entered into a contract (EPC contract) with them. Depending on the size of the project, more than one (multiple) contractors were appointed to execute specific packages of the road. Some portion of work was also executed by ITNL departmentally
- (g) The contracting structure for work undertaken in respect of a project (being implemented by a SPV) is as follows:



- (h) ITNL was thus responsible to ensure that construction work was carried out in accordance with the scope defined in the DA and timelines as well as quality was adhered to. ITNL maintained large teams at project site (size of team varied depending on project) who was responsible for day to day supervision and monitoring of work being carried out by sub-contractors, ensuring quality control, liaisoning with Independent Engineer and Authority officials (including for handover of land), compliance with all applicable laws relating to construction activities, verification of work done, certification of invoices of sub-contractors, raising of invoices on SPVs based on work done etc among other aspect
- (i) All the risks and responsibilities thus including identifying suitable sub-contractors was assumed by ITNL. Though, most of the works was sub-contracted, there were also part of scope of works and costs which were taken up by ITNL and not contracted outside.
- (j) The revenue model of ITNL thus involved
 - Margin in respect of construction services provided to the SPVs. It needs to be noted that generally DA was a fixed price contract whereas EPC contracts contained standard escalation provisions
 - Project Development / Project Management Fees charged to the SPVs for various services including but not limited to bidding, initial set up, financial closure, design and developments, site related activities, project monitoring and supervision etc . Services to be provided by ITNL and corresponding fees for the same were specified in an MOU executed between SPV and ITNL. As a practice and considering practical considerations, fees were specified for all the services covered in the MOU with no break up for each activity / service separately. By nature of such services as detailed in the MOUs, the same would be generally rendered during the initial stages of the projects
 - O&M services related fees – which included O&M set up fees (one time) and margin on regular O&M activities provided to SPVs. It needs to be noted that O&M services were generally sub-contracted and EMSL (a 100% subsidiary of ITNL) was service providers in most cases. While ITNL entered into a fix price O&M contracts with the SPVs for the entire period of concession (at the insistence of project lenders), it had yearly contracts subject to escalation and price movements with the O&M sub-contractors, thus entailing price risks for ITNL

Raising of Funds by ITNL and infusion into SPVs

- (a) ITNL as a sponsor/promoter of the projects was required to make long term investments in the projects (Promoter contribution in the form of Equity and Sub debt) during the construction period. The sub debt provided by ITNL is unsecured and has low priority in the waterfall mechanism. ITNL also provided short term loans to the SPVs to fund any cost overrun as well as to enable the SPVs to meet their cash flow requirements during operations period. This is in accordance with various sponsor undertakings provided by ITNL to lenders at the time of financial closure as well as to support the SPVs during

initial years of operations when revenue build up is happening. These loans are also unsecured, have further low priority in waterfall mechanism and not covered by the termination payment by the Authority.

- (b) ITNL met its funding obligations from multiple sources including borrowings from external lenders (Banks, Financial Institutions, External Commercial Borrowings, NCDs, CPs) and group companies including IL&FS and IFIN
- (c) As per group directives, IFIN was appointed as sole syndication agency for raising funds for ITNL and its SPVs. Yearly mandates were issued by ITNL and SPVs to IFIN in this respect and fees charged by IFIN ranged from 1% to 1.5% of funds raised. All financial closures of SPVs were done by IFIN
- (d) ITNL Treasury team used to provide periodic cash flow requirement to IFIN giving details of day wise Cash requirement for various purposes including liability servicing to External and Internal lenders, Construction and O&M activities, Corporate expenses and so on. The cash flow statements were detailed and contained name of lenders to be serviced
- (e) Based on above cash flow statements, IFIN Debt Syndication Desk (DSD), headed by Joint MD IFIN (Mr Rajesh Kotian) used to plan the fund raising exercise. Critical decisions relating to identification of source of funds and type of instruments, quantum, tenure, security to be offered, etc were taken solely by IFIN DSD team and initial proposal prepared and sent to lenders by IFIN. All interactions and negotiations with lenders were carried out by members of IFIN DSD and commercial terms such as Rate of Interest, upfront fees were finalised and in-principle sanctions / terms sheets obtained from the lenders. In case lenders needed any clarifications or updates on the operations of the Company, meetings were organised with Senior Management of ITNL
- (f) The sanction letters along with comments of IFIN DSD team were then sent to ITNL treasury for their comments if any. The comments of ITNL (which were mainly restricted to security, documentation etc, as all other terms were already negotiated and finalised by IFIN DSD), to that extent acceptable were incorporated and final sanctions obtained. ITNL treasury team then used to coordinate for execution of the facility documents and disbursement of funds
- (g) In case IFIN DSD was not able to syndicate funds from external lenders, it used to arrange the funds through IL&FS group entities mainly IL&FS and IFIN. All coordination for the same including the entity to lend the money, rate of interest, tenure etc was carried out by IFIN DSD team in consultation with MD IFIN (Mr Bawa) and members of Group Management Board (Mr Arun Saha and Mr Hari Sankaran). ITNL has no role to play in this regards at all
- (h) Since 2017, regular (and atleast weekly) cash flow review meetings were held which were chaired by Mr Hari Sankaran / Mr Bawa and attended by others members of Group Management Board, Senior management of IFIN, DSD team members, MD and ED ITNL, CFO IL&FS , CFO ITNL and members of ITNL treasury team. In those meetings, IFIN DSD used to present its fund raising strategy including specific sources and quantum being targeted and its plans to meet the cash flow requirements. All critical decisions relating to fund raising including finding to be provided by IL&FS / IFIN /

other group entities and transaction structures for the same were finalised in that meeting by the members of Group Management Board and operating teams instructed to execute the same

- (i) It is pertinent to point out that ITNL was developer and sponsor of the projects and not an NBFC or a mere holding company. Hence the prudential norms relating to counter party exposure, asset liability mismatch, NPA classification in respect of funds lent to SPVs did not apply to its operations. By the very nature of its business and operating model, ITNL was obligated to support its SPVs by infusing funds from time to time. ITNL used a mix of borrowing and equity funds (two Rights issues were done by ITNL during 2016-2018 period) to enable it to meet its obligations towards the SPVs. While ITNL supported SPVs, it also had to ensure its own borrowings were in control and debt equity ratio was maintained. To achieve this ITNL from time to time used to assign the loans given to SPVs to external lenders as well as internal group entities and generate cash or reduce its own borrowings. Such a practice is widely followed in financial markets and carried out by many banks and institutions
- (j) The specific observations in the report and comments provided against them needs to be reviewed in light of the above business and operating model followed by ITNL since 2010

The responses provided by the current Management are based on the above understandings and based on available records/communications.

Page No	Observation No.	Observation	Response
35	4.1.1	<p>Potential anomalies noted in circular transactions between IL&FS Limited and ITNL / SPVs</p> <p>It appears to be unusual that IL&FS Limited had disbursed multiple loans to ITNL even though ITNL was facing severe liquidity issues, which were known to the then KMPs of the IL&FS group</p>	<p>IL&FS as a Holding company of ITNL had been providing funding support to ITNL on a regular basis based on its requirements. The decision for the same were taken at the Group level by IL&FS Group Management Board taking into account overall group requirement, exposure level etc.</p> <p>Similarly, ITNL as a parent company of the SPV was required to provide funding support to the SPVs to meet their cash flow requirements. This was also necessitated due to various Sponsor undertakings provided by ITNL to</p>

		<p>Senior lenders at the time of financial closure of the Project</p> <p>ITNL had varied sources of funds, external and internal to meet the requirements of the SPVs. Whenever, there was need of funds at the SPV level and ITNL was not able to arrange funds externally, IFIN, which was the sole syndicating agency appointed by ITNL to raise funds, used to arrange funds from the Group entities either from its own book or from IL&FS and group companies to infuse the same into SPVs. Identification of group lender and quantum of borrowing was done by IFIN / IL&FS senior management</p> <p>The SPVs were utilising the funds to meet their obligations to external and internal lenders including IL&FS</p> <p>The transactions pointed out by the auditors were carried out as part of regular cash flow / liquidity management activities of ITNL and SPVs</p>
37, 40, 41	4.1.2 & 4.1.3	<p>Potential instances indicate that short-term borrowings were utilised for making a sub-debt contribution in SPVs and equity contribution in SPVs</p> <p>It appears that ITNL potentially utilized short-term borrowings to make long-term investments resulting in a potential asset-liability mismatch in the standalone financial statements of ITNL.</p> <p>Additionally, it is pertinent to note that the above transaction does not contain those observations where funds were borrowed, routed through mutual funds, fixed deposits, etc., and then ultimately invested into group companies (via loans or</p> <p>ITNL was not an NBFC and was not governed by RBI regulations with respect to asset-liability mismatch and utilisation of short term funding</p> <p>ITNL as a promoter/sponsor of the project as per the provisions of the Concession Agreement and in terms of the financing agreements for the project, was obligated to infuse certain percentage of capital in the form of equity and sub debt into the project SPVs. Given the period of Concessions, investment into project SPVs by nature were for long term.</p>

		<p>investments) for which payments were not expected in the near future due to liquidity constraints</p> <p>ITNL as a HoldCo used to raise funds from various sources including Equity Capital, Preference Shares, NCDs, Long term loans from banks and financial institutions, Short Term Loans, Commercial Papers etc.</p> <p>As far as lending to HoldCos are concerned, Banks generally do not provide funds for maturities more than 5 years. In most cases, the loans provided were for the maturity ranging from 2-5 years. Only in case of NCDs however the maturities ranged from 3 years to 10 years and since 2016 ITNL tried to raise maximum funds through NCDs. ITNL also raised significant portion of its funds in 2016-2018 through external commercial borrowings where maturities ranged from 3 years to 5 years It is pertinent to note that since 2015 ITNL reduced its exposure to Commercial Papers (which were mainly short term in nature – 3 months) significantly. The Borrowings through CPs which stood at more than 2000 Cr as on March 2015 was reduced to less than Rs 500 Cr as on March 2018 Thus, ITNL raised funds based on market conditions, availability of credit facilities and taking advantage of interest rate movements through a mix of Bank loans, NCDs External Commercial Borrowings and other borrowings.</p> <p>The utilisation of all borrowings including investments in SPVs through Equity and Sub debt contribution was in accordance with the sanction terms / end use stipulations and such terms did not restrict nor had a clause limiting such utilisation in sub debt & investments</p> <p>Short term/Long term ratio was always monitored at ITNL level. ITNL had a good mix of long term to short term ratio which can be observed from its financial statements and was also stated in the</p>
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			rating reports published by rating agencies
	4.1.4	<p>Potential anomalies in loan facilities availed from IndusInd Bank</p> <p>It appears that ITNL had availed temporary loan facilities from IL&FS Limited to repay outstanding borrowings of Indusind Bank in order to obtain fresh borrowings from IndusInd Bank</p>	<p>The transactions with IndusInd bank were two separate transactions</p> <p>(1) IL&FS had provided a loan of Rs 300 crs to ITNL. ITNL utilised this amount and other available funds with ITNL to provide loans to following SPV's to enable them to repay their loans to IndusInd bank totalling to Rs 545 cr (including interest of 2.75cr)</p> <p>MPBCPL – 259 cr TRDCL – 100 cr IRIDCL - 74 cr RMGSL – 54 cr KFSL – 32 cr EHEL – 26 cr</p> <p>Total – 545 cr</p> <p>(2) As a separate transaction ITNL had assigned its loan of Rs 500 crs in CNTL to IndusInd bank and the funds were received directly by ITNL for the assignment done. ITNL utilised part of the amount (Rs 300 crs out of the Rs 500 cr) received from IndusInd bank to repay IL&FS</p> <p>(3) The above transactions were done in normal course of cash flow management of ITNL and SPVs and no anomaly was noticed in the same</p>
43	4.1.5	<p>Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL</p>	

		<p>It appears that PSRDCL had availed temporary loan facilities from IFIN which were ultimately utilised to repay outstanding borrowings of JRPICL which were availed from IFIN</p>	<p>In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs.</p> <p>In view of this, JRPICL which was having IFIN as a group debt in its books were required to be paid off. Consequently, IFIN granted a loan to PSRDCL which was utilised by it to repay ITNL loan. ITNL further granted a fresh loan to JRPICL to enable it to repay IFIN so that the group debt in JRPICL was paid off prior to raising of the NCD.</p> <p>Thus, the exposure of IFIN in JRPICL was shifted to PSRDCL</p> <p>The entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest</p> <p>The observation of GT stating that IFIN loan was utilised to repay outstanding loans of PSRDCL and JRPICL is hence incorrect.</p>
44	4.1.6	<p>Potential instances where loan facilities availed from IFIN were utilized to repay outstanding loans of IFIN – PSRDCL and JRPICL</p> <p>It appears that PSRDCL had availed temporary loan facilities from IFIN which were ultimately utilised to repay outstanding borrowings of JRPICL which were availed from IFIN</p>	<p>In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs.</p>

		<p>In view of this JRPICL which was having IFIN as a group debt in its books were required to be paid off. Consequently IFIN granted a loan to PSRDCL which was utilised by it to repay ITNL loan. ITNL further granted a fresh loan to JRPICL to enable it to repay IFIN and one of the group company (Nana Layja Power Co Ltd) so that the group debt in JRPICL was paid off prior to raising of the NCD.</p> <p>Thus the exposure of IFIN in JRPICL was shifted to PSRDCL</p> <p>Thus the entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest</p> <p>The observation of GT stating that IFIN loan was utilised to repay outstanding loans of PSRDCL and JRPICL is incorrect</p>
4.1.7	<p>Potential instances where loan facilities availed from ITNL were utilized to repay outstanding loans of ITNL – JRPICL and IRL</p> <p>It appears that ITNL had provided loan facilities to JRPICL, which were utilised by JRPICL to repay IRL and IRL ultimately extended the loan to ITNL</p>	<p>In 2017, it was contemplated to refinance the entire debt in JRPICL by raising NCDs and one of the requirements of the prospective NCD investors was that no other debt (other than ITNL) should exist in JRPICL. In other words any group debt availed by JRPICL had to be repaid before raising NCDs.</p> <p>In order to enable refinance of JRPICL debt, ITNL from its cash flow provided a loan of Rs 100 Cr to JRPICL on Feb 15, 2017 and JRPICL repaid the loan availed by it from IRL</p> <p>Since IRL had surplus cash flow (arising from loan repaid by JRPICL) it provided loan to ITNL, the parent</p>

			<p>company (GT has been asked to rectify the statement in their observation as they had stated that IRL has taken a loan from JRPICL whereas it had repaid its loan to JRPICL)</p> <p>Thus, the entire transaction was done to facilitate refinance of debt at JRPICL which helped it save around 2% rate of interest</p>
46	4.1.8	<p>Potential instances where loan facilities availed from IAL were utilized to repay outstanding loans of IAL</p> <p>It appears that IAL had provided loan facilities to JRPICL, which were ultimately utilized to repay outstanding borrowings of ITNL, which were availed from IAL.</p>	<p>ITNL in its capacity as promoter had provided funding support to JRPICL at various points in time to help it in its cashflow requirements.</p> <p>JRPICL later on (on June 29, 2016) availed short term loan from IAL and repaid the loans taken from ITNL earlier</p> <p>The cash flow at ITNL is fungible and money was raised from different sources into a common pool and the pool was then utilised to meet various obligations of ITNL including repayment of its own borrowings. ITNL thus used funds from its common pool to repay its o/s loan of IAL</p>
48, 49	4.1.9	<p>Potential anomalies in the equity contribution by Spanco Limited and fees paid to ITNL in MPBCDCL</p> <p>It appears that –</p> <ul style="list-style-type: none"> (a)ITNL had supported in equity infusion of Spanco in MPBCDCL by providing a loan of INR 39 crs to SIIL. (b)The said loan of INR 39 crs, along with accrued interest of INR 12.59 crs is still outstanding in the books of accounts of ITNL. 	<p>These transactions pertain to Year 2012-2013 and were carried out as per the decision of then MD (Mr Ramchand) and ED (Mr Mukund Sapre)</p> <p>The accrued interest amount on the loan is Rs 8.02 crs as per books of ITNL</p>

		<p>(c)The pending amount of refund of INR 16.24 crs is still outstanding to be received from Spanco Limited to ITNL.</p> <p>(d)Further, a winding-up order has been passed on Spanco Limited, which has ultimately resulted in a potential loss of INR 67.83 crs (INR 39 crs + INR 12.59 crs + INR 16.24</p>	The Company has made full provision for receivable from Spanco in its books as it is in winding up
50	4.1.10	<p>Potential instances where the loans were provided by Group companies of IL&FS to SPVs of ITNL through recording non-cash transactions in the books of accounts</p> <p>Ten SPVs had availed loans (non-cash) of INR 12,788 crs. Majority of these loans were utilised to make repayment of principal and interest payments. Also, it can be noted that due to the above non-cash transactions, the said ten SPVs had to incur an interest cost of INR 580 crs.</p> <p>Thus, it appears that SPVs had to incur interest costs on non-cash loan transactions</p>	<p>The observation made by GT on total amount of loans assigned and the loss on account of additional interest cost incurred by the SPV is factually incorrect.</p> <p>As part of managing its funds / borrowings and with an objective of generating cash and deleveraging its balance sheet, ITNL used to regularly assign the loans provided by it to its SPV's from time to time to enable SPVs meet their cash flow requirement, to other lender (which could be external or group company lender). and would receive funds from the said lender. The loans mentioned in the observations were provided by ITNL to the SPVs and were later assigned to various lenders including group lenders to generate cash at ITNL</p> <p>The assignment in effect meant that SPVs had borrowed funds from the new lenders and repaid the loans taken from ITNL. The assignment was done at the terms and conditions as specified by the assignee lender. This was a standard market practice and done very frequently in financial markets. There had been many instances where loans to SPVs were assigned by ITNL to even</p>

		<p>external lenders like Axis, IndusInd, Aditya Birla, L&T finance etc. In all such cases the rate of interest charged by assignee lenders depended on the commercial negotiations and had no bearing on rates charged by ITNL on its loans to SPVs. There were also cases where rates of assignee lenders were infact lower (IndusInd in case of CNTL, Axis in case of MBEL etc). Once the assignment was completed, in SPV books loans availed from ITNL were replaced with loans taken from the assignee lender</p> <p>In the observation in the report, auditors have taken a hypothetical rate of interest of 10% and compared the actual rate of interest paid by the SPVs on the assigned loans and determined a notional loss of Rs 580 Cr. This calculation is factually incorrect. ,</p> <p>The loans from ITNL which were at rates higher than 10% (between 12%-13%) were replaced by loans from other lenders / group companies (where interest rate ranged from 14% to 16%). While SPVs paid some incremental interest, it was in routine course of managing their borrowings and balance sheet. Hence comparing the actual rate paid by SPVs with 10% is not correct.</p> <p>The loans provided by ITNL were in its capacity as promoter of SPVs and under its obligation to support the SPVs. Hence, ROI of these loans was linked to cost of borrowing of ITNL</p> <p>The loans provided by Assignee lenders on the other hand were pure commercial transactions and rate of interest reflected the underlying nature of such loans and risks involved being mainly unsecured loans, short term in nature, not covered by termination liability of NHAI and almost in the nature of equity.</p>
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			In view of above, the observation needs review by Auditors
51	4.2	Overview of the project cost incurred by the SPVs	
		<p>The reasons for cost overruns of INR 158.61 crs could not be identified as the details of the same were not provided for our review.</p> <p>There were cost overruns of INR 8,070.09 crs in 20 SPVs out of 23 SPVs and cost savings of INR 87.36 crs in 3 SPVs out of 23 SPVs.</p>	<p>All details were shared with GT team and explanations were also provided. This has been confirmed by GT during our discussions.</p> <p>In our views, the calculation of proportionate project cost and deriving overrun based on the same is not correct for projects which are not completed as phasing of financial cost may vary vis-à-vis physical progress</p>
58		<p>Instances indicating potential issues in PDF / PMF charged by ITNL</p> <p>It was noted that there were cost overruns in 21 SPVs (out of 23 SPVs/projects) due to excess PDF / PMF amounting to INR 2,125.42 crs. Further, there were cost savings on PDF / PMF only in 1 SPV, i.e. JRPICL of INR 39.99 crs</p> <p>Data pertaining to PDF / PMF charged in case of 01 SPV i.e. KSFL was not made available for our review</p>	<p>The methodology adopted for arriving at cost overrun due to PDF/PMF on proportionate basis linked to project completion status is not correct in our views as the same were charged for services, majority of which were provided during initial stages of the project as evidenced by the MOUs. Thus, PDF / PMF cannot be made proportionate basis the project progress</p> <p>GT has confirmed that data for KSFL is also received by them</p>
61		Data constraints	<p>GT has requested for the computation & breakup of PDF/ PMF amount. The same was as per the MOU and no further break ups are available. All other deliverables have been provided to GT.</p> <p>The PDF / PMF fees were charged for a set of services rendered and there was break up of fees for each Individual service covered by the MOU</p>

64	4.2.1	<p>Equity contribution by ITNL in SPVs was approximately equal to the PDF / PMF received by ITNL from its SPVs</p> <p>ITNL had infused funds to promote its SPVs through equity contribution of INR 3,361.42 crs, and approximately around INR 3,394.16 crs was earned by ITNL from its SPVs by charging PDF/PMF</p> <p>The funds invested by ITNL in its SPVs was approximately equal to PDF/PMF received by ITNL from its SPVs.</p>	<p>ITNL as a sponsor/promoter invested in the project SPVs. The total investment required in the project was governed by the financial structuring of the project which was finalised and approved by the lenders of the project. The sponsor's contribution by ITNL in the project was in the form of equity investment and subordinated debt. Apart from equity investment ITNL had also provided Rs 2,580 crs by way of subordinated debt to the project SPVs. Further, the PDF/PMF charged were linked to various services provided by ITNL for the project and as can be seen from the table (pg 64) it varied from project to project and not in any ratio of the equity investment in the project. Thus, it would not be proper to link the investment by ITNL to fees received</p> <p>Further ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF / PMF on the other hand was charged once financial closure was done and project started construction. Hence, there were timing differences between the two</p> <p>ITNL had utilised borrowings from external lenders and Group companies of IL&FS Limited to partly fund its share of equity as a sponsor/promoter of the SPVs.</p>
69	4.2.2	PDF/PMF charged by ITNL to ACEL	

		<p>ITNL had charged the entire amount of budgeted PDF/PMF fees, whereas the ACEL project was completed only to the extent of 10%. PDF / PMF of INR 173 crs was the key contributor for cost overruns in the project.</p>	<p>ITNL as a project developer/sponsor provided number of services for the project during pre-development, development and operational stages. Majority of services were rendered prior to commencement of the project and were critical for start of construction activities. Thus, it is incorrect to link PDF/PMF charged to the progress of the project. Besides, the PDF/PMF charged was within the budgeted amount.</p> <p>Hence PDF / PMF cannot be made proportionate basis the project progress as the services provided for PDF/PMF were not dependent on Project progress</p> <p>ACEL is incomplete project (only 20% work done) and hence calculating cost overrun on proportionate basis so early on is also incorrect. During the initial phase a lot of one time costs are incurred and hence costs can never be linear when project completion is insignificant</p>
		<p>ITNL had utilised borrowings of INR 140 crs from banks to infuse funds in ACEL by way of equity contribution and loans.</p> <p>It is unusual that funds of INR 140 crs were infused by ITNL in ACEL in the form of equity contribution/ loans, and an equivalent amount was charged by ITNL in nature of PDF/PMF on the same date, i.e. 10 November 2017. (Refer Section 5.2.1 of the report)</p>	<p>As mentioned in 4.2.1 above, borrowings was one of the sources of funds for investing in the project for ITNL.</p> <p>As a project sponsor/promoter ITNL was required to invest funds in the project SPV which was a pre-condition for lending. 25-50% investment from promoter was required to be brought upfront before any funds were disbursed by lenders.</p> <p>ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.</p> <p>It needs to be noted that there were no other lenders in ACEL and entire funding was done by ITNL (as Financial</p>

			Closure could not be achieved). ITNL was also the sole developer for the project and hence had operational dues for work done. Hence whenever SPV had cash flow, the same was utilised to discharge its liability to its only Creditors (ITNL) be its towards Running Bills or PDF/PMF
71	4.2.3	<p>PDF / PMF charged by ITNL to FSEL</p> <p>ITNL had utilised borrowings of INR 689.16 crs from banks to infuse funds of INR 549.16 crs in FSEL as equity contribution and loans.</p> <p>There were cost overruns of INR 54.74 crs in FSEL due to excess PDF / PMF.</p> <p>It is unusual that ITNL infused INR 262.50 crs in FSEL in the form of equity contribution, and ITNL had charged INR 131.30 crs in nature of PDF/PMF to FSEL. (Refer to Section 4.1 of the report).</p>	<p>Please refer responses in 4.2.1 and 4.2.2</p> <p>ITNL had provided services to FSEL for which bills were raised on the SPV. ITNL was also a development contractor for the project and raised RA bills on the project SPV for the work undertaken. Pending financial closure of the project, in order to ensure that the project does not get delayed ITNL as a promoter had decided to provide funding to the project which was given by way of equity investment and short term loans. It was envisaged that the loans would get repaid once funds were made available by lenders or the same can be converted into sponsor's contribution. Funds received by SPV were utilised to make payment of o/s bills of ITNL</p>
78	4.2.4	<p>PDF / PMF charged by ITNL to its SPVs vis-à-vis physical progress of the project</p> <p>In the case of 2 SPVs, i.e. GRBDCL and ACEL, entire PDF/PMF fees were charged in the first year from the start of the project even though the project's physical progress in the said period was less than 7%.</p> <p>In the case of 5 SPVs, i.e. JIICL, BAEL, KSEL, SBHL, and FSEL, the major part of the PDF, i.e. more than approx. 75% was charged in the first year from the start of the project even though the project's physical progress in</p>	<p>Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period. Hence linking the PDF with physical progress was not correct and factual. Hence most of analysis done by GT for comparison of %age progress v/s PDF booked is futile.</p> <p>All MPRs for review period are already provided to GT</p>

		<p>the said period was approx. around 43%.</p> <p>In the case of 3 SPVs, i.e. KNCEL, BKEL, and JSEL major part of the PDF, i.e. more than 55%, was charged in the first year from the start of the project when the project's physical progress was approx. 25%.</p>	
79	4.2.5	<p>PDF/PMF charged by ITNL to SSTL</p> <p>ITNL had utilised the loan facilities from IL&FS Limited to provide loans to SSTL, which were further utilized to pay PDF/PMF and construction expense to ITNL immediately, i.e. one day after the loan date.</p> <p>It is unusual that there was no budgeted cost of PDF / PMF estimated while preparing PIM in June 2017 when the actual PDF / PMF of INR 286.14 crs was already charged by ITNL.</p> <p>It is unusual that the entire PDF / PMF of INR 286.14 crs was charged by ITNL to SSTL in the initial 2 years of the start of the project when the progress was only 34.42% (Refer Section 4.2.4)</p> <p>A major portion of the total PDF / PMF charged by ITNL to SSTL, i.e. 88% amounting to INR 251.86 crs was charged even before the authority's declaration of the project start date.</p> <p>PDF / PMF was a key contributor for project cost overruns in SSTL of INR 229.55 crs.</p> <p>The funds infused by ITNL in SSTL in short-term loans were potentially recovered by ITNL by charging PDF / PMF to SSTL.</p>	<p>Please refer responses in 4.2.1 and 4.2.2</p> <p>The construction cost considered in the PIM was the sum total of Development agreement cost of Rs 2,186.37 crs + PDF of Rs 286.14 crs. Hence it is evident that the PDF was budgeted in PIM. However, it was not mentioned separately in the PIM .</p> <p>Most of the services for PDF were for related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period.</p> <p>As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services is upfront. Hence linking the PDF with physical progress is not correct and factual. Hence most of analysis done by GT for comparison of %age progress v/s PDF booked is not appropriate.</p> <p>ITNL was committed to complete the project as per scheduled timeline. Considering that the project terrain and working condition offered challenges</p>

			<p>and the site was not available all year round preparatory work was commenced before declaration of appointed date.</p> <p>Please also refer response in 4.2.2.</p>
81	4.2.6	<p>PDF/PMF charged by ITNL to KNCEL</p> <p>A significant portion of the total PDF/PMF charged by ITNL to KNCEL, i.e. 87.75% amounting to INR 163.32 crs, was charged by ITNL to KNCEL within 1.5 years after starting the project when the physical progress at the project site was 51.87% (Refer Section 4.2.4).</p> <p>It is unusual that funds of INR 500.81 crs were infused by ITNL in KNCEL in the form of equity contribution, and ITNL had charged INR 234.52 crs in the nature of PDF/PMF to KNCEL. (Refer to Section 4.1 of the report).</p> <p>There were cost overruns of INR 139.75 crs in KNCEL due to excess PDF / PMF.</p>	<p>Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period. Hence linking the PDF payments with physical progress is not correct and factual. Hence the remark regarding cost overrun due to charging excess PDF as mentioned in the report is incorrect.</p> <p>Also refer to 4.2.2.</p>
83	4.2.7	<p>PDF/PMF recognised in KSEL</p> <p>One of the major factors for achieving 25% (35% in January 2015 less 10% in December 2014) additional project milestone in KSEL within only one month's time was potentially due to excessive charging of design fees by ITNL and not due to physical progress at the project site.</p> <p>The representatives of ITNL were potentially aware that the progress of the site was only due to excessive charging of design fees; hence justifications were proposed to be provided to lenders to avoid concerns.</p>	<p>As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services is upfront. Hence linking the PDF with physical progress is not correct and factual</p> <p>Further, as mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF / PMF on the other hand was charged once financial closure was done and project started construction. Hence, there are timing differences between the two</p>

		<p>There were cost overruns of INR 134 crs in KSEL due to excessive charging of PDF / PMF by ITNL. It is unusual to note that ITNL infused funds of INR 294.19 crs in KSEL in the form of equity contribution, and ITNL had charged INR 281.60 crs in the nature of PDF/PMF to KSEL. (Refer to Section 4.1 of the report).</p>	<p>ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.</p>
85	4.2.8	<p>PDF/PMF charged by ITNL to SPVs with no PDF / PMF budgets</p> <p>SPVs of ITNL had incurred PDF / PMF for which no amount was budgeted in the PIM presented to lenders.</p> <p>It appears unusual to note that project-related expenses were incurred in spite of budgets were not allocated for the said expenses indicating lapses in the internal control of the ITNL.</p>	<p>As checked in the PIMs for BAEL & SSTL, the construction cost considered in the PIM was inclusive of PDF/PMF. However, it was not mentioned separately in the PIM.</p> <p>The projects EHEL, NKEL & WGEL are very old projects & completed long back before 2009. The practice of budgeting PDF in PIM may not have been followed that time.</p>
87	4.2.9	<p>PDF/PMF charged by ITNL to HREL</p> <p>It is unusual that even though designing services were already forming part of Contract A, a separate contract (i.e. Contract B) of INR 25 crs was awarded by HREL to ITNL.</p> <p>It is unusual that ITNL infused funds of INR 131.00 crs in HREL in the form of equity contribution, and ITNL had charged INR 163.32 crs in nature of PDF/PMF to HREL. (Refer to Section 4.1 of the report).</p>	<p>Regarding the development agreement, the design was not included in the scope. There was a typo error in the clause of 'general obligations of the contractor'. However, no separate payment charged for the design as per Development agreement. Hence the same was not charged twice.</p> <p>Please refer response in 4.2.1.</p>
88	4.2.10	<p>PDF/PMF charged by ITNL to BKEL</p> <p>(1) The representatives of ITNL had adjusted the budgeted</p>	<p>The mails referred were internal discussions for finalising the PIM</p>

		<p>PDF / PMF with other cost components in PIM to the extent of INR 21 crs without any basis and to potentially avoid queries from the auditors.</p> <p>PDF / PMF cost overruns of INR 86.09 crs were key contributors for cost overruns in the BKEL project.</p> <p>It is unusual that funds of INR 178.59 crs were infused by ITNL in BKEL in the form of equity contribution, and ITNL had charged INR 126.90 crs in nature of PDF/PMF to BKEL. (Refer to Section 4.1 of the report).</p>	<p>Total cost overrun was Rs 66 crs out of which Rs 21 crs is attributable to net revenue shortfall, Rs 25 crs to IDC and balance towards PDF/PMF</p> <p>As mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure. PDF / PMF on the other hand was charged once financial closure was done and project started construction. Hence, there are timing differences between the two</p> <p>ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.</p>
89		<p>(1) During our review of emails, it was noted that there were multiple email correspondences with regard to charging PDF / PMF and executing agreements for the same. Based on our further documentation review, it was noted that PDF / PMF agreements pertaining to BKEL were potentially back-dated, i.e. agreement date was prior to the email correspondence wherein in the email it was mentioned that the MOU is pending to be executed.</p>	No comments
90		<p>(2) PDF/PMF agreement amounting to INR 36.30 crs executed between BKEL and</p>	As ITNL had already provided/was providing services to the project for which a formal agreement was to be

		<p>ITNL was potentially back-dated.</p> <p>PDF was potentially a critical component to achieve profitability of INR 137.50 crs as per the financial forecast for Q1 of FY 2012-13, which appeared to be possible if INR 21.30 crs was charged as PDF from BKEL in the said quarter.</p> <p>Even though the actual insurance amount was INR 6.03 crs, it was unusual to note that BKEL had agreed to pay a higher amount of INR 8.00 crs to ITNL for assisting in the insurance claim process.</p>	<p>entered into between ITNL and the SPV, the refereed mails were addressed to ensure completion of the documentation</p> <p>Total claim received was for Rs 18.53 crs against the actual claim filed by ITNL for Rs 29 crs. Rs 6.03 crs of claim mentioned by GT is part of the total amount of claim received. The fees were finalised with reference to the claim filed. The relevant communication with insurance company in this regard is attached</p> <p> 4.2.10 BKEL Insurance.pdf</p>
91		<p>Equity infused and loans lent by ITNL to BKEL amounting to INR 42 crs were potentially transferred back to ITNL in the form of PDF/PMF; and</p> <p>Equity of INR 3.48 crs infused by ITNL into BKEL was potentially transferred back to ITNL as payment against RA bills.</p>	<p>ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds.</p> <p>ITNL was also the sole developer for the project and hence had operational dues for work done. Hence whenever SPV had cash flow, the same was utilised to discharge its liability to its only Creditors (ITNL) be its towards Running Bills or PDF/PMF</p>
92	4.2.11	PDF/PMF recorded by ITNL with regard to CNTL and BKEL	

		<p>During our review, we identified an email dated 24 January 2014, which was sent by Ajay Menon (ITNL) to Prashant Agarwal (ITNL), where it was mentioned that there were concerns with regard to recognition of PDF/PMF for the BKEL project for quarter 1 & 2 of FY 2014-15. It was mentioned that the PDF/PMF revenue was recognised to maintain the profitability of ITNL and that the relevant certification will not be received from the Lender's Independent Engineer (LIE). Hence, it was proposed to avail of another set of services from LIE in order to obtain certification of the same.</p> <p>Thus, based on the above email communications, it appears that ITNL might have charged disproportionate PDF/PMF to its SPVs in order to recognise revenue and represent a better financial position in its standalone financial statements.</p>	<p>The mails referred are of 28th June 2010 and 24th January 2014 which are not related.</p> <p>The mails of 2014 were internal discussions related to recovery of fees in terms of release and timing of cash flow from the lenders.</p> <p>Thus, conclusion drawn from two different matters pertaining to two different period seems to be inappropriate.</p>
93	4.2.12	<p>PDF/PMF charged by ITNL and Spanco to MPBCDCL</p> <p>The PDF/PMF agreement with ITNL and Spanco Limited was executed even prior to PIM. PDF / PMF cost contributed to 83% of the total cost overruns of the MPBDCDL project.</p> <p>It is unusual to note that the budget allocated for PDF / PMF was only INR 20 crs at the time of preparation of PIM in March 2011, whereas the PDF/PMF of INR 223 crs was already agreed upon vide agreements dated 03 November 2010 and 03 January 2011.</p> <p>PDF / PMF was charged by ITNL and Spanco Limited to potentially book additional revenue in their respective books of accounts.</p>	<p>It was a standard industry practice to charge fees for the project by developer/promoter</p>

		<p>It is unusual to note that funds of INR 110.28 crs were infused by ITNL in MPBCDCL in the form of equity contribution, and INR 111.50 crs was charged by ITNL in the nature of PDF/PMF. (Refer Section 4.1 of the report).</p>	<p>ITNL infused funds in the form of equity/subdebt in the SPVs as and when there was a requirement. PDF/PMF charged by ITNL were for services provided during the initial stages of the project which were paid by the project SPV from available funds</p>
96	4.2.13	<p>PDF/PMF charged by ITNL for IRIDCL project</p> <p>INR 107.55 crs of PDF / PMF was charged by ITNL (September and December 2012) from IRIDCL even before the PIM date (May 2013)</p> <p>INR 107.55 crs of PDF / PMF was charged by ITNL in September and December 2012, whereas the total PDF cost estimated in the PIM (May 2013) was only INR 93.00 crs</p> <p>Total INR 161.00 crs of PDF / PMF was charged by ITNL when the actual physical progress was only 22% (as reflected in the Board Minutes)</p> <p>It appears unusual that ITNL charged the majority of PDF / PMF to IRIDCL in the initial years of the project, which was inconsistent with physical progress at the site.</p>	<p>Most of the services for PDF were related to prebid services, incorporation of SPVs and detailed design etc., which had to be substantially completed in first few months of construction period & development period.</p> <p>As explained in earlier points, PDF/PMF cannot be charged proportionate to project progress as nature of services was upfront. Hence linking the PDF with physical progress is not correct and factual</p> <p>.</p>
98	4.2.14	<p>PDF/PMF charged by ITNL for SBHL project</p> <p>It appears that ITNL had potentially charged INR 27 crs for various services; however, services with similar nomenclature were further subcontracted to IFIN and FISPL on a back-to-back basis for contracts amounting to INR 3.76 crs. Thus, it appears that ITNL had potentially earned a margin of INR 23.24 crs for various services</p>	<p>ITNL had broader scope than the scope awarded to IFIN & Feedback. Feedback had given prebid services to ITNL, while the PDF charged was for post bid designs As the SPV did not have any manpower of its own, team from ITNL undertook all activities on behalf of the SPV and provided information, coordination and support for financial closure related matters including</p>

		<p>undertaken to be performed for the SBHL project, whereas the same scope of work was potentially subcontracted to third parties on a back-to-back basis at lower values.</p>	<p>documentation to the syndication agency i.e. IFIN</p> <p>Hence the observation that the same services are charged by ITNL & third parties is not correct.</p>
100	4.2.15	<p>Claim Management Fees paid by PSRDCL to ITNL were potentially funded by ITNL</p> <p>ITNL had potentially charged excess claim management fees amounting to INR 30.24 crs from PSRDCL vis-à-vis the contract value;</p> <p>PSRDCL utilized the borrowed funds of ITNL to pay 68% of the total claim management fees, which amounts to INR 24 crs, back to ITNL.</p>	<p>Fees were charged based on amended agreement of March 23, 2017 (provided to GT). As per the amended agreement claim management fees of Rs 5 crs p.a. was payable if the claim amount is upto Rs 500 crs and Rs 10 crs per annum if the same is higher. The total award amount for PSRDCL was Rs 547 crs. Fees charged were in line with the terms of the agreement and as per the claim management policy approved by Audit Committee. Thus, observation of GT is incorrect.</p> <p>Claim management fees did not form part of project cost approved to be funded by lenders and the same was paid out of funds available with the SPV</p>
102	4.2.16	<p>Potential anomalies in the project cost estimate to potentially adjust PDF/PMF payments of ITNL - MPBCDCL</p> <p>Excess cost of INR 293 was submitted to the lenders as per the PIM compared to the bid submitted to NHAI.</p> <p>PDF / PMF cost incurred on the project amounted to INR 223 crs; however, the same did not form a part of the bid submitted to NHAI.</p>	<p>The constructions related cost as per PIM seems to be inclusive of PDF/PMF since as per the agreements for construction awarded for the project, total construction cost works out to Rs 885 crs. Development cost as per PIM was Rs 1,165 crs.</p>
104	4.2.17	<p>Potential pre-booking of income by ITNL in the form of PDF / PMF</p> <p>PDF / PMF expenses capitalized by the SPVs and PDF / PMF income booked by ITNL on 30 June 2014 were potentially done</p>	<p>As ITNL had already provided/was providing services to the project for which a formal agreement was to be entered into between ITNL and the SPV.</p>

		<p>without any documentation being in place initially.</p> <p>MOUs were prepared on a back-date basis to enable ITNL to recognize income in Quarter 1 of FY 2014-15 as the said MOUs were dated March 2014; however, the email indicates that MOUs were not executed at least until July 2014.</p> <p>Since the MOUs were not executed at least until July 2014 and since the capitalization and income entries were already passed in June 2014, it appears that no actual services were rendered by ITNL to the SPVs and that the MOUs were potentially utilized to inflate the assets and income of SPVs and ITNL respectively and also submit the same as supporting documentation to statutory auditors.</p>	<p>The documentation was completed later on for which emails were exchanged.</p>
106	4.2.18	<p>Impact of PDF / PMF on the standalone profitability of ITNL</p> <p>ITNL had recognised total revenue of INR 3,443.84 crs by charging PDF / PMF to its SPVs during FY 2009-10 to FY 2017-18.</p> <p>In case ITNL had not recognised the aforesaid revenue, it would have potentially suffered a loss of INR 146.96 crs (INR 3,296.88 crs – INR 3,443.84 crs).</p>	<p>ITNL was in the business of development of transportation infrastructure. The team at ITNL identified business opportunities, evaluated, bided for the project and upon successful award of the project developed and operated the project during the concession period. The structure of BOT project – through concession agreement required each of the project to be domiciled in a Special Purpose Vehicle (SPV).</p> <p>All the expertise, technical – design, construction and operations & maintenance related, financial , legal were domiciled in ITNL at HoldCo level and services during all stages of projects , prebid, bid, development, construction and operations were provided by ITNL to the SPVs.</p> <p>ITNL had an experienced professional team of senior managers having vast</p>

		<p>experience of management and operational in the surface transportation sector. It also had an in-house design team, advanced capabilities in terms of designing of projects and technology used, quality control. The benefits of all these expertise and capabilities was provided by the HoldCo to the SPVs. It would not have been practical and feasible to replicate that across all the SPVs. PDF/PMF were charged for all those services provided by ITNL to SPVs.</p> <p>Hence PDF/ PMF cannot be ignored and had to be charged to the SPV</p> <p>Charging PDF / PMF to SPVs by the promoters, who end up doing all the work, used to be a standard industry practice in BOT projects . The % of PDF / PMF may had varied from project to project and was decided by the then Senior Management (MD and ED)</p>
111	4.3	<p>Instances indicating potential issues in construction cost incurred by ITNL and its SPVs</p> <p>Based on the MIS report provided to us by the representatives of ITNL, it was noted that the total contract value awarded to subcontractors on the projects under review was INR 24,258.16 crs</p>
113		<p>Potential irregularities noted in dealings with GHV India Private Limited</p> <p>Mail dattd August 19, 2016 of Mukund Sapre It was suggested by Mukund Sapre to "Create Some Items" in new contracts to justify the payment made to the contractor.</p>
114	4.3.1	<p>Potential anomalies in advances extended to GIPL in the KNCEL project</p> <p>ITNL had potentially recorded invoices/expenses of GIPL even</p>

		<p>though actual work had not been carried out at the project site to show project progress.</p> <p>GIPL had charged compensation for supporting ITNL in designing the above scheme.</p> <p>ITNL had awarded contracts worth INR 1,667.04 crs (INR 1,598.48 crs + INR 68.56 crs) to GIPL even after knowing that there were quality issues in the previous projects executed by GIPL.</p>	<p>GIPL was one of the contractor, who had completed the works in time for previous projects, hence based on the past performance, the contractor was awarded additional projects.</p>
116, 117		Potential irregularities noted in dealings with IL&FS Engineering and Construction Company Limited	
		Mobilisation advance of INR 28 crs received from ITNL by IECCL was to be utilised to pay interest on the loan taken from ITNL to the extent of INR 6.69 crs (net of Interest)	This pertains to IECCL
		IECCL sub-contracted the same scope of work for INR 272.50 crs to SIEPL, which IECCL had taken for INR 293.89 crs from ITNL for ACEL Project, thereby earning a margin of INR 19 crs (i.e. 7.28%)	This pertains to IECCL
		CMRL Project was to be undertaken by IECCL with ITNL only lending its name since IECCL was not qualified to bid on its own. Further, since ITNL / IECCL did not have any experience in undertaking underground metro works, the credentials of a Ukrainian Company named Kyievmetrobud PJSC ('KMB') was utilized.	<p>IECCL and ITNL were not qualifying technically though IECCL was having experience in executing various metro projects.</p> <p>JV with KMB was entered into to fulfil the qualification required as per bid criteria.</p> <p>It was a normal practice to form a Joint Venture for meeting qualification criteria</p>
		It appears unusual that: ITNL/IECCL undertook the construction of the underground metro without having any prior	The payment was made to Delta Exports in terms of an agreement (attached below) signed with them (in which KMB is a party) with approval of

		<p>experience. 2% of the total project cost was to be paid to KMB for allowing them to use their technical qualification with no specific service provided. Invoices were raised, and payments were made to Delta Exports Pte Limited instead of KMB</p>	<p>Head-Implementation and ED. However, there was no mention of payment of facilitation fee to Delta Expo in the Management Committee Approval Memo.</p> <p>No payment had been made to KMB other than towards manpower deployment for which a separate agreement was entered into with KMB (copy attached)</p> <div style="text-align: center;">   </div> <p>Page no. 116, 117 Page no. 116, 117 CMRL JV to Delta AgCMRL JV to KMB Agr</p> <p>In sum total, payment to Delta and KMB were within 2%</p>
		<p>ITNL had entered into an EPC contract with IECCL in relation to the PSRDCL project in order to potentially assist IECCL in booking profits</p>	<p>Since the project was delayed due to NHAI's event of default, IECCL was planning to take its resources back due to losses incurred. Hence, ITNL ED suggested to get the works executed by ITNL with IECCL resources so as to complete the project in time and IECCL would get some profit without incurring losses.</p> <p>This was done on the basis of decision taken by the Senior Management</p>
118	4.3.2	<p>Potential anomalies in contracts awarded to IECCL for KNCEL project</p> <p>Potential excess payments were made by ITNL to IECCL in the form of margin to assist IECCL to record revenue in its books of accounts even when the KNCEL project was being directly managed by ITNL.</p>	<p>Paying a margin to IECCL for KNCEL project was a decision of MD and ED</p> <p>Due to handing over of land in bits & pieces, progress of IECCL was not satisfactory. Hence, ITNL had taken over the control of the project with usage of resources i.e. manpower, machinery & material etc. Hence the management of the resources was done by IECCL and also the taxation on the work done was borne by IECCL. Hence, to compensate IECCL due to</p>

		<p>the taxation & other overheads, a notional margin of 6% was provided to IEECL. As per the standard data book of MoRTH, generally for a road project, 10% margin & 8-10% overheads are permitted.</p> <p>ITNL had potentially recorded excess bills from IECCL of INR 250 crs for items that did not form a part of the EPC agreement.</p> <p>Based on the review of the available documents (Management Committee Approval Memo No. 32A), the reasons for such cost of Rs. 250 Cr. for items that were not part of the EPC contract could be attributable to various items replaced from BOQ items considering the changes in the design. Further, following reasons were already stated in the management committee approval memo.</p> <p>Contract was awarded based on samples surveys at pre-bid stage while execution was carried out based on actual ground conditions ascertained during detailed geotechnical investigations. The project involved 5 Tunnels and there was no mechanism to exactly predict the geology which resulted in variation in quantities. Similar was the case for Bridge foundations. As an example given, was of the change in concrete grade or change in soft/hard rock quantities in tunnel excavation. These became non BOQ items (not part of the EPC Contract), but in best engineering sense it was replacement of BOQ item.</p> <p>During detailed design stage it was noted that 5 number of major bridges required deep pile foundation instead of open foundation which was not anticipated during pre-bid; hill to be excavated for construction of road in Greenfield alignment consisted of loose soil mass as against expectation of soft/hard rock; and the rock mass encountered during tunneling was of poorer class than estimated. The variation in Geology necessitated the huge protection work in cut & fill</p>
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		<p>Potential excess payments of INR 40.18 crs might have been made as salaries to the staff of IECCL, which did not form part of the EPC agreement.</p>	<p>section. As a result there was huge variation in quantities of many items/introduction of new items and consequently the cost to construction of the project had increased. Due to the major changes in the design and BOQ of contractors, the specialised works (such as high bridges, high protection) was being executed either through IECCL as it was also under the control of ITNL or directly from ITNL.</p> <p>No separate billing was made by IECCL towards salaries to staff</p>
121	4.3.3	<p>Potential financial assistance provided to RIL</p> <p>ITNL had provided potential financial assistance to RIL by recording excess bills/expenses of INR 110 Crs. till October 2012. Further, the representatives of ITNL were aware of the financial assistance provided to RIL by recording excess bills.</p>	<p>There were email exchanges between V.B.Katti and Narayan Doraiswamy and copied to Ajay Menon, K.R.Khan, Harish Mathur, Swapnil Bhalekar, George Cherian, Satish Suvarna, Chandrakant Jagasia on 30.11.2012 regarding distribution of grant from Govt. of India. However, we could not find any such discussions with representatives of RIL (as observed by GT).</p> <p>To maintain the progress of the project, payments were made by the project team to the contractor based on the certified work done + the work in progress. However, after taking charge by Mr Khan as Regional Head, he had asked for the reconciliation and referred user file might be the one received from the site and therefore the difference amount had been adjusted subsequently.</p>
		<p>Excess bills of INR 92.64 crs (INR 541.09 crs – INR 448.45 crs) were raised by RIL, which were recorded by ITNL as on 31 December 2012 even though the corresponding work was not being</p>	<p>As per email dated 07.01.2013 from K.R.Khan to M.B.Bajulge (CCU Head, ITNL), a mail from the project site was forwarded to M.B.Bajulge reporting that an amount of Rs. 4.32 Cr. was overpaid to RIL in NAMEL as per the</p>

		carried out at the project site to potentially support RIL in achieving higher turnover for December 2012 quarter.	status as on 31.12.2012. This was later on found to be discrepancy in certified and uncertified works and later on adjusted in subsequent payments.
122	4.3.4	<p>ITNL had potentially made excess payments of INR 47 crs to RIL for the work, which was not forming part of the EPC agreement for the JSEL project, and in actual the said work was not performed at the project site.</p> <p>The equity infusion of INR 5 crs made by RIL in JSEL was funded by ITNL, and the same was transferred back by JSEL to RIL. It is unusual that RIL had made equity infusion in JSEL on or around the same day when ITNL had made payments to RIL against construction bills from December 2013 to December 2014.</p> <p>Excess payments of INR 138.60 crs to RIL contributed to 34% of the total cost overruns of INR 407.76 crs due to excess construction costs.</p> <p>There were potential quality issues in work performed by RIL.</p>	<p>As per mail from Regional Head, the amount was paid to RIL/ YFC was an advance against the BG, which was recovered later. Also there were some works which were undertaken directly by ITNL through local vendors and the amount was paid to the vendors.</p> <p>RIL was in financial crunch and was not able to infuse the equity and the same was badly hampering the project. Hence, to keep the project work moving, ITNL had provided such additional help and all the advances provided had been recovered. The payments made to RIL were based on the milestones provided in the construction contract, which may not be directly proportional with the physical progress. Considering the hilly terrain, the cost for slope protection works & cutting/ filling is huge and hence though the physical progress was less, the financial expenditure incurred was more. Moreover, there was cost overrun due to revisions in project scope of work based on the designs approved by IE. JSEL had already filed the claim for such additional costs incurred to NHAI. There were few quality issues and the same were pointed out by ITNL representative. However, the same were rectified later and the company received the final completion certificate</p>
125	4.3.5	<p>Potential instances of dummy contracts in Warora Chandrapur Ballarpur Toll project</p> <p>The equity contribution of VIL in WCBTRL was funded through shell companies to whom excess payments of INR 127.32 crs were made by recording dummy contracts in the books of WCBTRL.</p>	<p>The issue was in relation to the equity infused by VIL and ITNL had no role to play in the equity contribution of VIL</p> <p>ITNL was a minority partner in the project and had no management control / involvement</p>

		The actual project cost of WCBTRL was inflated due to excess payments of INR 127.32 crs.	
127	4.3.6	<p>Potential excess payments to Soma Enterprise Limited by ITNL in SSTL project</p> <p>The payment of INR 100 crs to SEL as a premium for transferring the rights of the SSTL project was made in March 2013, even before the date of the start of the project on 01 May 2015.</p> <p>The SSTL project had achieved a completion status of only 18% from 01 May 2015 to 31 March 2018, i.e. in a time span of approx. 3 years.</p>	<p>The basis for payment of Rs 100 Cr premium was a business call taken between the buyer (ITNL) & seller (SOMA) and based on the negotiation between Management of ITNL & Soma, the amount must had been arrived. The COD approval for the same is already shared.</p> <p>The project was delayed due to the unrest in J&K state. Moreover, the project site the available to work only for 8-9 months in a year. Please also note that for a tunnel project, the initial activities like preparation of portal & commencement of the tunnel excavation is critical and time consuming and the work peaks once the initial ground works are done.</p>
129	4.3.7	<p>Potential anomalies in the bidding process for the ACEL project</p> <p>It was noted that M/s. Gopichand Panjwani and M/s. Ashish Contractor and Engineer shared the same contact number. Based on public domain searches, it was noted that the said contact number was identified as ‘Ashish Panjwani’. The email ID is mentioned on the letterhead of M/s. Ashish Contractor and Engineer was ‘panjwani.ashish@gmail.com’. It appears that both M/s. Gopichand Panjwani and M/s. Ashish Contractor and Engineer appear to be owned and managed by Ashish Panjwani. Thus, it seems that out of 3 bidders, 2 bidders were</p>	<p>Gopichand Panjwani:</p> <p>The 3 quotation received were from different vendors. And there looked no interconnection between them as per the quotations.</p> <p>As per set procedure quotations were invited from local vendors with experience of working with the concerned department. Further details like PAN card, Bank details etc.(which are more unique identity trackers) were collected from the short listed vendor only.</p> <p>The responsibility of verification of unsuccessful bidders was not covered nor required by the company. The successful bidder would be the one who had quoted the least price. Further the work was awarded to the successful</p>

		<p>potentially connected, indicating lapses in the bidding process.</p> <p>It was noted that the bids submitted by M/s Shilansh Corporation and M/s Real Tech Engineers were signed by TS Laddha and SS Laddha, respectively. It was also noted that both M/s Shilansh Corporation and M/s Real Tech Engineers belong to the city of Amravati. Thus, it appears that out of 3 bidders, 2 bidders might be potentially connected.</p> <p>It was noted that Amit Wasnik, proprietor of M/s Amit Wasnik, has also been a director of VIPL since the inception of the company. Based on public domain searches, it was noted that contact numbers mentioned in the quotations received from M/s Deepak Degole and VIPL were identified as 'Samrat Madame. Thus, it appears that all 3 bidders who had participated in the bidding process were potentially connected. Thus, based on the above-mentioned details, it appears that-</p> <ul style="list-style-type: none"> -o There were potential lapses in the bidding process carried out by ITNL for the ACEL project to award contracts of INR 9.10 crs (INR 7.60 crs + INR 0.68 crs + INR 0.82 crs) to the vendors as there was a potential conflict of interest between 2 or more vendors who were participating in each bid 	<p>bidder if he submitted his documents like PAN etc. Only such submitted documents by only the successful bidder were considered for taxation.</p> <p>Shilanyas:</p> <p>These works were not a part of the main highway construction. These were additional works like obstructions which needed to be done/cleared to generate work fronts for the main works under the supervision of local bodies and departments.</p> <p>Hence vendors having such local experience and good repo with the local departments were scouted.</p> <p>Amit Wasnik :</p> <p>As mentioned above, the investigation of bidders was not in the scope of the company. Unless any point becomes very obvious and attracts enquiry/scrutiny.</p> <p>Only the L-1 bidder invited the attention of the company. The 2 agencies being in the same locality as per the address on their letter head was a flag. But was not as prominent as this being a small town. As mentioned above, further documents were called for from only the agency which had quoted the least price.</p>
132	4.3.8	<p>Potential anomalies in contracts awarded to YFC Projects Private Limited and NKC Projects Private Limited for JSEL project</p> <p>It can be noted from the above table that the NKC had a net worth of only INR 40.86 crs in FY 2012-13 and was awarded a contract</p>	<p>Net worth criteria was not the requirement for the selection of the construction contractor, since ITNL provided the mobilization advance to</p>

		<p>worth INR 119.89 crs, i.e. almost 3 times the net worth. Similarly, YFC, whose net worth was INR 34.89 crs in FY 2012-13, was awarded a contract of 133.51 crs, i.e. almost 4 times the net worth. ITNL had terminated the contract with YFC in July 2013 on the grounds of quality issues and poor performance at the MPBCDL project, yet in the next month, August 2013, another contract worth INR 133.51 crs was awarded to YFC for the execution of the JSEL Project.</p> <p>YFC and NKC were awarded contracts of INR 253.40 crs by ITNL without conducting a bidding process.</p> <p>Further, NKC was also barred by NHAI in November 2017 from undertaking new projects due to involvement in the faulty bidding process of PPP and EPC projects.</p>	<p>the subcontractors against the bank guarantee and thereafter the monthly bills were paid to the subcontractors against the work done. Moreover, it is to clarify that even NHAI has net worth criteria for HAM/ BOT operators (not for contractors) to have net worth of more than 25% of awarded cost and both these contractors satisfied the same. Copy of MORTH communication is attached</p>  <p>4.3.8 MORTH Net Worth Office Memo</p> <p>YFC was already working on the project as subcontractor of RIL. Hence on termination of RIL, the contractor already working on the project was preferred and his quality of work was found satisfactory. Also considering the higher value of the work, instead of relying on one contractor (YFC), management decided to award the work to 2 contractors.</p> <p>As per observation made by GT NKC was barred by NHAI in November 2017. The same cannot form the basis for the work which was awarded to them in year 2013 and hence is irrelevant. Moreover, it may be noted that NHAI has withdrawn the said notice (Ref HT article dated Nov 4, 2017 –copy attached)).</p>  <p>4.3.8 HT Article.pdf</p>
135	4.3.9	<p>Potential anomalies in contracts awarded to Roadways Solution India Private Limited in KSEL project</p> <p>Based on the comparison of the cost estimates based on the bill of quantities submitted by the selected subcontractors for different packages for KSEL, it</p>	<p>ITNL awarded work to RSIPL only in KSEL project.</p> <p>Cost per Km varies based on the factors i.e. no. of structures/ bypasses/ new</p>

		<p>was noted that the cost per kilometre of sub-contractors was as follows –</p> <ul style="list-style-type: none"> oRoadways Solution India Private Limited ('RSIPL') - INR 11.54 crs per km o GHV India Private Limited ('GHV') – INR 8.16 crs per km; and o Monte Carlo Limited ('MCL') - INR 9.69 crs per km. <p>It can be noted from the above table that the net worth of RSIPL for FY 2013-14 was only 20.48 crs. It appears that ITNL had awarded a contract of INR 350.79 crs to RSIPL during the same period, i.e. almost 14 times the net worth.</p> <p>Further, IL&FS Group companies (IECCL & ITNL) had awarded contracts worth INR 788.79 crs (INR 350.79 crs +INR 216 crs) which were approx. Seven times the total balance sheet size of RSIPL as of 31 March 2016, i.e. INR 113.06 crs.</p> <p>It appears that internal discussions were held to justify/back up the numbers desired to be achieved.</p>	<p>alignments/ ghat section etc. One needs to check the BOQ cost for each package individually.</p> <p>When the work was awarded to RSIPL in PSRDCL, that company was already an approved contractor of well-established Infra company – Reliance Infra Ltd. and was already working in their Pune -Satara six lane project. Moreover, it is to note that the works awarded by IECCL at PSRDCL had been completed successfully and COD was achieved for the project about 5 months ahead of schedule. At KSEL also the works had been completed successfully in the available work fronts. The SPV had issued termination notice to NHAI on account of Authority default for not providing balance work fronts.</p> <p>It was usual practice among the costing team to discuss the items and quantities of various item for budgeting prupose. The said mail was one of such mails regarding some work in progress BOQs and moreover, no such item of pre-construction activity was found in any of the BOQs of subcontractors Contract agreement or development agreement.</p>
137	4.3.10	<p>Potential anomalies in contracts awarded to Gajra Infra Private Limited and M/s. S.S. Enterprises in KSEL project</p> <p>ITNL had awarded the contract to GIPL, which was recently incorporated in the same year.</p> <ul style="list-style-type: none"> o ITNL was the key customer of GIPL as 89% (as out of the total revenue of INR 9.98 crs, INR 8.86 crs was from KSEL and FSEL projects) of the total 	<p>M/s GIPL had turned out to be promising during the negotiations and discussions of project work understanding.</p> <p>The resultant was the successful completion of the 'State of Art' Toll Plaza building and bus shelters awarded to the agency in all work fronts provided</p>

		<p>revenue of GIPL was contributed by ITNL.</p> <p>Based on our public domain searches, it was noted that SSE was engaged in the business of products and services, namely cement block, RCC poles, cement door frame, and cement window and not plantation and maintenance for which contracts were awarded by ITNL.</p> <p>It appears that ITNL had appointed SSE to execute the work, which may not have been in accordance with their core business activities.</p> <p>Based on the above details, it potentially appears that ITNL had awarded work orders to subcontractors who do not appear to have adequate experience to execute the works for the KSEL project.</p>	<p>by NHAI. The design and workmanship was appreciated at all forums specially by top officials of IE and NHAI. The timely completion of Toll plaza well ahead of provision completion lead to the award of COD by the Authority and collection of Toll/revenue by the company.</p> <p>SS Enterprises</p> <p>Here too the Vendor potential for completing the job was promising. And also fulfilled the company policy of vendor development.</p> <p>The result here too was successful completion of works and award of COD by the Authority which was one of the important feature of a project under BOT.</p>
139	4.3.11	<p>Potential anomalies in the bidding process for construction of check-posts in MPBCDCL</p> <p>During our review of MCAM dated 12 February 2011, details of only four contractors to whom the contracts were awarded, as depicted in the table above, were mentioned. Further, while data relating to the quotations were requested for all the contractors; however, quotations of the above four contractors were only shared by the client.</p> <p>It appears unusual that though the quotes were submitted by four contractors, for the majority of the check-posts, there were no overlapping of bids for the construction of the check-post.</p> <p>Further, during public domain searches, potential adverse news was noted in relation to the contractors 'YFC' citing that the said contractor was</p>	<p>The available approval note had details about only 4 contractors and hence the same was shared. Thereafter, the ITNL team had shared the additional quotes found in the data, however it seems the same had not been considered by GT team. The quotations received along with the letter/email from APCO and GKC are enclosed</p> <p> 4.3.11 APCO letter and GKC mail.pdf</p>

		<p>debarred/blacklisted by NHAI for potential irregularities in contract-related works in the past.</p> <p>Thus, it appears that there were no overlapping of bids even though the bids were submitted by four different vendors. Further, even though YFC Projects Private Limited was debarred/blacklisted by NHAI, contracts amounting to INR 131.57 crs were awarded by ITNL to construct the check-post.</p>	
142		<p>Potential margin earned by ITNL in sub-contracting Construction/ Development work across the SPVs</p> <p>ITNL was charging a margin from the SPVs in the construction/development contract even though the contracts were awarded on a back-to-back basis;</p> <p>In addition to the said margin, ITNL was also charging PDF / PMF separately.</p>	<p>It was as per the business model of the company that the margin was charged over the construction cost and the various services provided by the company to SPV were charged as PDF/ PMF. Similar business plan was adopted by most of the companies in such type of businesses in the country. ITNL had charged PDF/ PMF against the various services provided by ITNL to SPV for successful completion of the project, while the margin was charged in Development agreement as the profit of ITNL</p>
145	4.3.12	<p>Potential issues with regard to margins earned by ITNL on development cost in SBHL project</p> <p>During our review of MCAM, it was noted that as per the bids received by ITNL from EPC contractors, the development cost estimated was INR 588.57 crs, which was lesser than the cost estimate of INR 600 crs initially submitted by SBHL to NHAI.</p> <p>Further, it was observed that from the date of IFIN Mandate to the date of preparation of PIM, the EPC Contractor had not revised its estimated development cost;</p>	<p>The cost considered by GT from some internal report of ITNL of 600 Crs as base cost of the project is factually incorrect. The cost considered in the bid model was Rs 682.30 Cr. The bid cost was based on the initial working done during the prebid stage by the bidding team in ~15 days time before the bid and the same was based on the DPR provided by the authority.</p> <p>Post ITNL winning the bid, a detailed exercise was undertaken and the cost</p>

		<p>however, ITNL estimates of development cost were revised by INR 165 crs.</p> <p>Further, on comparing the cost estimates as stated in MCAMs vis-à-vis PIM, we observed that the margin earned by ITNL was INR 124.17 crs which was approximately the same as the amount of equity contributed by ITNL in SBHL, amounting to INR 124.05 crs.</p>	<p>went into revision based on the actual designs received and based on the anomalies found in the DPR provided by authority. EPC cost as stated of Rs. 588.87 Cr. was the civil construction cost excluding ITNL scope, escalation, designs, contingency etc. Hence the same cannot be compared with Development cost.</p> <p>The increase in cost was ~83 crs compared to what was estimated at the time of bid on account of the above and not Rs 165 crs as mentioned by GT</p>
		<p>ITNL had increased the estimated development cost in the PIM for the SBHL project by INR 165 crs to potentially increasing its margin even though the estimated development cost of the EPC contracts was not changed.</p> <p>The said increased development cost stated in the PIM of the SBHL project led to a proportionate increase in the funds borrowed from the lenders.</p> <p>Further, based on the comparison of the MCAM dated 29 October 2012 vis-à-vis PIM, it appears that the construction margin was increased to INR 124.17 crs to potentially meet the requirement of funds by ITNL to infuse equity amounting to INR 124.05 crs in SBHL.</p>	<p>Further, as mentioned in earlier points, ITNL contribution to the project in the form of equity and debt was decided at the time of bid and firmed up during financial closure.</p>
148	4.3.13	<p>Potential issues with regard to amendment in development agreement executed by PSRDCL with ITNL</p> <p>During our review, we observed that PSRDCL had filed claims of INR 759.52 crs against NHAI, and as per the arbitration order dated 30 November 2017, claims of INR 433.49 crs were awarded in favour of PSRDCL.</p> <p>Based on the review of the Arbitral Tribunal order dated 30</p>	<p>The claims filed by SPV on NHAI were based on the standard documents i.e. NHAI escalation formula, resources rates were as per standard data book etc., However the actual losses weree more than that. Moreover there were few items, which were not considered in the award as follows:</p>

		<p>November 2017 and claim documentation provided by the representatives of ITNL, it was observed that a claim of INR 325.79 crs out of a total claim of INR 759.52 crs was pertaining to the construction-related cost, whereas INR 651.73 crs was the amended the development cost.</p>	<ul style="list-style-type: none"> • Additional escalation which was not covered under NHAI escalation formula • Finance charges of maintaining inventory of material • Additional cost due to royalty rates increased • Change of scope
		<p>Amendments were made in the development agreement even though 80% of the PSRDCL project was completed. It was unusual that no claim was filed by PSRDCL to NHAI for amendment made in the development agreement amounting to INR 325.94 crs, which suggests that the said amendments were potentially pertaining to the margin to be earned by ITNL in the PSRDCL project. Further, we were not provided with the amendment contracts entered with EPC Contractors.</p>	<p>The project was delayed by long period due to default of authority i.e. providing hindrance free land for the project and environmental clearance. In spite of that ITNL had executed the project and incurred additional cost to complete the provisional completion of the project. After achieving the provisional completion also the land was not acquired by NHAI for the Tembhurni town and hence the proposal for Tembhurni bypass was approved by NHAI. After final completion of the project, ITNL had filed arbitration claim to NHAI to compensate the actual cost incurred by the company, which was partially accepted by the arbitration tribunal. However, the claims filed by ITNL were based on the standard procedures of government i.e. NHAI escalation formula, rates of resources as per standard data book etc. and the same did not compensate the actual expenditure/ losses incurred by ITNL. The actual margin charged by ITNL was only Rs 144.55 crs which was within the limits.</p> <p>Since the agreement with EPC contractor was based on the Bill of Quantities, where in the risk of increase in quantities liedwith ITNL and the rates of the contractors remained constant in spite of any changes in the quantities, the EPC agreements were not amended.</p>
151	4.3.14	Construction expense invoices raised by ITNL on IRIDCL potentially before the commencement of the project construction	

		ITNL had raised an RA bill of INR 19.03 crs on IRIDCL before the finalization of PIM and commencement of the project.	IRIDCL project was already under operations, when the 4 lane works commenced. Hence the works were commenced before finalization of PIM and was funded through the equity infusion of ITNL.
152	4.3.15	<p>Potential anomalies in the booking of expenses for pre-construction activities without adequate supporting documentation</p> <p>It appears that an amount of INR 198 crs was paid to the sub-contractors as Pre-construction Activities, potentially without adequate supporting documentation.</p>	There were various pre-construction activities involved in the project, which were to be executed by the contractors. The same were paid to ITNL and back to back to the subcontractors
153	4.3.16	<p>Potential excess payments made to ITNL and its sub-contractors in the KSEL project</p> <p>It appears unusual that expenditure in excess of the contract price was incurred by KSEL and ITNL</p>	There was substantial increase in the rock cutting for the ghat section in KSEL project. The same was explained in the Management committee approval (MCAM)
155	4.3.17	<p>Potential excess claim of ‘Change of Scope’ cost from NHAI</p> <p>Out of the total ‘Change of Scope’ executed MPBCDCL amounting to INR 1,800 crs (approx.,), it was unusual to note that claims amounting to only 1/3rd of the total claims, i.e. INR 594.74 crs were eligible for approval by NHAI, which was yet to be received from NHAI. Further, details and supporting documents on unapproved ‘Change of Scope’ costs that MPBCDCL recovered were not shared with us by the representatives of ITNL.</p> <p>Further, out of the total claim amounting to INR 1,800 crs filed with NHAI as part of ‘Change of Scope’ works executed, INR 173 crs (approx.,) were attributable to</p>	<p>The observation is incorrect.</p> <p>It is not a Change of Scope but claim for cost overrun due to delay</p> <p>As observed in practice across industries, the claims of the contractors are always short certified by the authorities. Moreover, there is always difference between the perspective of client & contractor regarding cost overrun claims as per CA v/s actual. Hence it was general practice to claim to maximum extent even if the realisation might be lower than that. Hence independent opinion was taken from the experts and probability of approval of each claim was considered accordingly.</p>

		<p>the direct costs incurred by ITNL / MPBCDCL. Further, INR 65.70 crs, which was more than 35% of the aforesaid INR 173 crs claimed for direct costs incurred, was categorized as ‘Amount incurred but appears to be non-recoverable.</p>	<p>This reflected the opinion of independent expert and actual evaluation might be higher or lower than that</p>
158	4.3.18	<p>Potential excess construction cost incurred by CNTL</p> <p>ITNL had carried out additional works of INR 370.80 crs on CNTL without receiving any formal change of scope order from NHAI.</p> <p>The claim of INR 370.80 crs was potentially rejected by NHAI, and it was probable that ITNL would only receive 61.50% of the same, i.e. INR 228.06 crs.</p> <p>The additional works of INR 370.80 crs were potentially one of the reasons for cost overruns of INR 383.84 crs on CNTL.</p>	<p>The COS works as per the report, were mainly the works which were required to be executed considering the safety & good industry practices. Particularly this being a large value tunnel project and with the intention to complete the project and start annuities the required work was carried out without waiting for the approval of the COS from the Authority. The project would not have completed if the same would not have executed and the SPV could have incurred further losses on the project. Hence independent opinion taken from the experts and probability of approval of each claim was considered accordingly</p>
160	4.3.19	<p>Potential non-recoverability of mobilization advance from subcontractors in JSEL</p> <p>On review of books of accounts of ITNL and JSEL, we noted that an amount of INR 42.57 crs was paid to Ramky as Mobilization Advance in FY 2013-14. Further, an amount of INR 17.47 crs was recovered in FY 2016-17.</p> <p>Further, it was pertinent to note that as per a letter dated 19 August 2013 sent by Ramky to ITNL for the JSEL project, it was decided that the project be handed over by Ramky to ITNL on “AS IS WHERE CONDITION”, effectively terminating Ramky as a sub-contractor from the JSEL project.</p>	<p>The entire negotiations with Ramky were done by the Senior management (MD and ED)</p> <p>The contract was terminated in 2013 and there were no records / communications to explain why the mobilisation advance was not recovered from Ramky</p>

		<p>However, the balance mobilization advance of INR 25.10 crs was not recovered from Ramky and is still outstanding in the books of ITNL as of 31 March 2019.</p> <p>Thus, based on the above-mentioned points, it appears that even though the contract with Ramky was terminated in the year 2013, the outstanding mobilization advance amounting to INR 25.10 crs was not recovered from them.</p>	
161	4.3.20	<p>Potential Anomalies regarding Mobilisation Advance paid to IECCL for ACEL Project</p> <p>It appears unusual that ITNL had provided mobilisation advance to IECCL for the ACEL project without receiving corporate guarantee against such mobilisation advance.</p>	<p>The guarantee from IECCL is not available on record</p> <p>It was the decision of ED who was also MD of IECCL to release mobilisation advance without seeking the corporate guarantee</p>
162	4.3.21	<p>Potential anomalies identified in claims filed to NHAI</p> <p>Potentially excess claims amounting to INR 1,040.89 crs were filed in the case of PSRDCL, MBEL, and JSEL as noted from the internal assessment of claims conducted by the employees of ITNL;</p> <p>Certain claims with regard to the JSEL project were potentially wrongfully filed against NHAI, which was highlighted by the internal auditors by stating that there were no reasonable grounds for the claims filed by JSEL as ITNL and JSEL were potentially responsible for the slow progress of the project and cost overruns; The basis of filing claims in the case of the JSEL project was</p>	<p>As per standard industry practice, the claims of the contractors are always short certified by the authorities. Moreover, there is always difference between the perspective of client & contractor regarding the scope of the work as per CA v/s actual. Hence it was general practice to claim to maximum extent even if the realisation might be lower than that.</p> <p>Hence independent opinion was taken from the experts and probability of approval of each claim was considered accordingly.</p> <p>PSRDCL, the claims were accounted in 2017 as auditors were of the view that required progress in settlement of claims was not made till March 2016.</p>

		<p>potentially misrepresented to NHAI, for instance, mentioning the milestones achieved to show the efficiency in the work performed even though the Monthly Progress Reports suggested otherwise;</p> <p>Claims were not accounted for in the books of accounts of PSRDCL due to concerns raised by auditors.</p>	
166	4.4	<p>Potential margin earned by ITNL in sub-contracting Operations and Maintenance work to Elsamex</p> <p>Supporting documentation to understand the basis of selection of ITNL as O&M and Toll Management contractor, bidding documents, and MCAMs for the same is not provided</p> <p>We were not provided with any supporting documentation, which indicates that the additional services were rendered by ITNL over and above what was provided by Elsamex</p> <p>ITNL had potentially earned a margin of INR 112.40 crs from multiple SPVs as their O&M and Toll Management contractor by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services</p>	<p>ITNL provided turnkey services to the SPVs including services during pre-development, development and operations stages of projects. ITNL took full responsibility of the projects and entered into development agreement and O&M agreement for a fixed price with escalation for the entire concession period which got finalised before start of project and forms basis of PIM.</p> <p>All the risks and responsibilities including finding of suitable subcontractor was assumed by ITNL. Though, most of the works was sub-contracted ITNL continued to remain responsible for the delivery and quality of services and deployed its resources for supervision and monitoring. There were also part of scope of works and costs which weree taken up by ITNL and not contracted outside. The margin earned by ITNL represented the additional costs incurred by ITNL, risks taken by it and margin towards risks undertaken</p> <p>EMSL which is a 100% subsidiary of ITNL provided O&M services for road projects. As per the business plan of the Group O&M was sub-contracted to EMSL for all ITNL projects. However, quotes were invited to discover the price</p>

		<p>GRBDCL, SSTL, FSEL, ACEL and KNCEL have not been completed and projects have been terminated/handed over/sold.</p> <p>KSFL is not a road project but a sports infrastructure project requiring different expertise and skill sets for its O&M. O&M for the same was thus awarded directly to a contractor</p> <p>MPBCDCL project also involved different nature of services and was contracted directly.</p> <p>JIICL was awarded post October 2018 and it was decided in consultation with the New Board to award the contracts directly.</p> <p>NKEL O&M contract was awarded directly to the JV partner as per the agreed arrangement.</p> <p>All available supporting documents and access to accounting records have been provided</p> <p>The expenses for ITNL also included in addition to EMSL billing payment of utility bills (electricity bills), insurance premium and special repairs including toll system related expenses.</p> <p>The income shown in the table on Pg 165 also included the O&M start-up fee charged by ITNL for preparation of O&M manual, preparation of reporting formats and local liaison for start of toll operations etc. This scope lied with ITNL, not with EMSL.</p> <p>Moreover contracts were entered between SPV and ITNL on long term basis at fixed price with annual escalation. During the initial operations the variable cost incurred was lesser which increased with numbers of years operations.</p>
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			Thus, the O&M income and expenses and margin shown are not represented correctly and do not reflect the true margin earned by ITNL. In view of the same, observation made is not justified.
167, 168	4.4.1	<p>Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in BKEL project</p> <p>ITNL had potentially earned a margin of INR 45.42 crs from BKEL as its O&M contractor by charging over and above the amount invoiced by EIPL (ITNL's subcontractor) for the said services.</p> <p>It is unusual to note that the said amount of margin potentially earned by ITNL was 15% higher than the total amount of O&M invoices raised by EIPL on ITNL, i.e. INR 39.44 crs.</p>	<p>As explained above, the expenses were not fully captured. Over and above the bills raised by EMSL i.e utility bills, insurance premium payments and other repair cost etc. were incurred by ITNL.</p> <p>Moreover, income for the year 2014-15 included O&M start up fee of Rs 16 Cr. towards services provided for starting operations which were not contracted to EMSL</p> <p>Thus, margin worked out is incorrect</p>
169	4.4.2	<p>Potential margin earned by ITNL in sub-contracting Operations and Maintenance work in SBHL</p> <p>It appears as an O&M contractor, ITNL had potentially earned a margin of INR 3.12 crs from SBHL by charging over and above the amount invoiced by EMSL (ITNL's subcontractor) for the said services</p>	<p>As explained earlier O&M Agreement entered by ITNL with SBHL at pre agreed price before award of the contract to EMSL later on when project became operational</p> <p>ITNL subcontracted to EMSL for O&M and Tolling services with separate work orders. There were additional expenses incurred by ITNL over and above the EMSL such as utility bills and insurance cost and other expenses towards toll plaza and system expenses.</p> <p>If all the expenses over and above bills of EMSL are included the margin earned by ITNL was less than the 10%.</p>
170	4.4.3	<p>Potential excess cost incurred by SBHL in awarding Operations and Maintenance work to ITNL</p>	

		<p>It seems unusual that in the SBHL project, the O&M cost charged by ITNL amounting to INR 14.73 crs was higher by INR 8.53 crs vis-à-vis the O&M cost charged by NFPL amounting to INR 6.20 crs</p>	<p>The WO issued to NPS was not for the entire scope of O&M services. The WO was issued only for manpower supply . Other than these there were actual reimbursements and other cost to be incurred by SBHL</p> <p>Hence the same was not comparable with the O&M fee of ITNL for the entire scope of Operation and Maintenance in line with the Concession Agreement</p>
171	4.4.4	<p>Potential anomalies in the operations and maintenance contracts awarded to EMSL with regard to work executed in WGEL</p> <p>EMSL was allowed to continue with O&M works on the WGEL project even though multiple instances of poor quality of work were highlighted in the Independent Engineers Report; The Board of Directors of WGEL were potentially not informed about the poor quality of O&M works executed by EMSL</p>	<p>In general as a routine practice IE highlights the deficiencies of Operation and Maintenance during their inspections and O&M operator on behalf of SPV submits the compliance reports once the compliances done.</p> <p>The period mentioned was during 2018-19. During this period there was delay in release of funds by lenders due to the development concerning the IL&FS Group and as a result there were delays in discharging the O&M obligations by operator.</p> <p>The penalties imposed by IE were disputed by WGEL and not paid till date. The Company had sent a notice to NHAI for settling this issue through dispute resolution process.</p>
	4.5	<p>Other anomalies in the Operations and Maintenance contracts</p>	
173	4.5.1	<p>Management committee approval for awarding Operations and Maintenance contracts for CNTL was dated before receiving the quotes</p>	

		<p>There were internal control lapses at the time of subcontracting the O&M contract by ITNL to EMSL for the CNTL project as the management committee approval for selection of EMSL was in place before the bids were received from the above-mentioned three agencies, including EMSL</p>	<p>As per the records provided, the agencies were requested to submit their bids on 30th October, 2017. However, as per requests received, the company granted an extension till 06th November, 2017 for submission.</p> <p>During the process all three agencies had submitted their offers within extended stipulated timeline, the management committee approval/approval memorandum was prepared and floated after receiving of offers, that keeping date & control number blank so as to enable company secretarial department to insert date & control number sequentially based on the approvals of management committee members.</p> <p>The control number and date for MCAM were provided by the Secretarial department in which there was an error.</p> <p>As can be seen from the approvals received through email from the concerned Management Committee members the approvals received were after the date of quotes received from the agencies</p> <p>Hence, there were no lapses in bidding process</p>
175	4.5.2	<p>Potential increase of time and contract amount of O&M contract with EMSL</p> <p>It appears that the selection of EMSL as the O&M sub-contractor for the WGEL project was potentially pre-determined to assist EMSL in increasing turnover and profitability</p> <p>It appears that WGEL incurred a potential loss of INR 50.58 crs by</p>	<p>The contract was awarded to EMSL on BOQ basis for the overlay work of C2-Section. As there was delay in completion of the works extension was granted. The work was awarded on BOQ basis and the increase in cost was due to the increased quantities. There was no change in quoted unit rates of various items by EMSL.</p>

		subcontracting the toll collection activity to EMSL											
176		<p>Potential anomalies noted in obtaining quotations from EMSL for O&M of KSEL Project</p> <p>EMSL was potentially favoured while obtaining quotations from the vendors</p>	<p>The said delay & consideration of EMSL proposal was due to clarifications sought by EMSL in order to submit their final proposal. Hence, the same was considered.</p> <p>The bids were opened in the presence of BDU, Finance team of ITNL and SPV and O&M department. The contract was awarded on lowest cost basis after approval of the Management Committee.</p>  Adobe Acrobat Document										
177	4.6	Potential issues with regard to excess interest cost on borrowings											
178		<p>Construction cost incurred in excess of the budget</p>	<p>In most of the cases, due to right of way not made available by the Authority, there was time overrun and ultimately cost overrun, for which claims had been filed with the Authority.</p> <p>The time overrun was also accepted by the Authority and hence they also approved the Extension of Time (EOT).</p> <table border="1"> <thead> <tr> <th>SPV</th> <th>EOT</th> </tr> </thead> <tbody> <tr> <td>CNTL</td> <td>231 days approved</td> </tr> <tr> <td>KSEL</td> <td>366 days (approved by NHAI) + 685 days recommended by PIU, NHAI</td> </tr> <tr> <td>BAEL</td> <td>15+15 months recommended by RO, NHAI</td> </tr> <tr> <td>PSRDCL</td> <td>736 days approved by NHAI</td> </tr> </tbody> </table>	SPV	EOT	CNTL	231 days approved	KSEL	366 days (approved by NHAI) + 685 days recommended by PIU, NHAI	BAEL	15+15 months recommended by RO, NHAI	PSRDCL	736 days approved by NHAI
SPV	EOT												
CNTL	231 days approved												
KSEL	366 days (approved by NHAI) + 685 days recommended by PIU, NHAI												
BAEL	15+15 months recommended by RO, NHAI												
PSRDCL	736 days approved by NHAI												

			MBEL	739 days approved by NHAI
			JSEL	463 days recommended by IE
			KNCEL	883 days recommended by RO, NHAI
			MPBCD CL	49 months
178		PDF / PMF charged by ITNL from the SPVs in excess of the budgets	<p>In respect of PSRDCL & BAEL, though separate PDF & PMF cost was not disclosed in PIM, those were the part of the overall development cost considered in PIM.</p> <p>Based on requirement of project, the services were provided by ITNL from time to time. These were approved by ED / MD. Though no written specific approval from ED / MD on the records, there were emails communication where this matter was noted by them</p>	
178		Loans taken from related parties at higher interest rates than senior lenders	<ol style="list-style-type: none"> 1. Senior loans were secured 2. Loans availed from related parties were un-secured and availed at short notice. 3. The loans taken from related party were not covered by termination payment liability of NHAI and hence were in the nature of quasi equity 4. They were available on Tap as and when needed by the SPVs 5. These loans were not rated and hence carry much higher risk. 6. These lenders were not part of consortium and hence have no say in the operations of the SPVs 7. The ROI levied were within the approved RPT policy and frame-work for Company as well as for the Group Co 8. As per agreement with Senior Lenders, Sponsor was responsible for arranging funds in case of cost overrun. There was no requirement of pre-approval from senior lenders 	
178		Delayed and reduced equity Contribution from the Sponsor	<ol style="list-style-type: none"> 1. The equity and loans were the means of finance to the project. 	

		<p>2. There was predetermined debt/equity ratio for any project as per financial closure</p> <p>3. Loans from senior lenders were drawn-down based on this debt/equity ratio</p> <p>4. Equity and loan were availed by SPV based on the progress of construction</p> <p>5. In case of HREL, there was delay in equity funding by JV partner viz. PLL.</p> <p>6. Though there was delay by JV partner, the project was completed before SPCD and claimed bonus from NHAI</p> <p>7. In case of BAEL, the equity funding was done based on the progress of the construction. Apart from Equity funding, ITNL had funded Rs 664 cr of sub-debt before drawn down from senior lenders</p>
178	Delay in receipt of grant	<p>Grant had been disbursed by NHAI based on the construction progress and disbursement of senior debt. There was certain delay in receipt of grant in MBEL due to procedural aspect at NHAI</p>
179	Loss of Revenue (Toll Lower revenue compared to PIM)	<p>During the course of finalisation of model and PIM for the project, traffic study report from independent consultant was obtained. Lenders also carried their own independent analysis of traffic on project road before sanctioning the loans.</p> <p>The PIM numbers projections were done atleast 3-4 years before the project gets operational and toll revenue starts. During this large time gaps significant developments / changes had taken place resulting in actual revenue being lower than projection. Further, the estimates werer based on various factors which changed during the period project was being built and became operational.</p> <p>The reasons for lower traffic compared to PIM were as under:</p> <p>1. Loss of toll was observed on various roads due to detours and alternate routes.</p>

		<p>Due to availability of Toll-free Alternate roads and due to initial resistance to payment of toll diversion were observed on some of the roads.</p> <p>2. Economic slowdown in recent past also attributed for less traffic on the project roads.</p> <p>3. In some of the projects, slowdown in mining activities also impacted the Traffic Growth.</p> <p>4. The recent growth trend in trucks also impacted the overall vehicles on various roads, the 2-Axle and 3-Axle trucks were replaced by MAV's the decrease in number of 2-Axle and 3-Axle was higher whereas the increase in number of MAVs was not in same number due to higher load carrying capacity.</p> <p>5. The actual WPI growth was less as compared to projections and even negative in two years. i.e 2015 and 2016 leading to lower growth in toll rates as compared to assumed/estimated WPI growth of 5 to 7%.</p> <p>6. Actual % age of exemptions also increased as compared to original estimates due to local users demand as well resistance from local residents</p> <p>7. Due to ongoing improvements of Road Network by Central Government and State Government traffic pattern changed which impacted the traffic growth on the various roads.</p> <p>8. The growth projections generally arrived based on Transport Demand Elasticity arrived based on the correlation between Vehicle Registration growth and Economic Growth of Project Influence Areas</p>
179		<p>In case of annuity project the loss of annuity happened in CNTL & JSEL</p> <p>1. In case of JSEL there was loss of initial four annuities, for which claim was filed with NHAI</p> <p>2. NHAI approved and paid the loss of such annuity along with interest</p> <p>3. Assessment of auditors in case of CNTL is incorrect</p> <p>Considering extension of time, the loss of annuity was Rs 101 cr Vs Rs 952 cr as mentioned.</p>

179		Unidentified components	The analysis provided is incomplete. The auditors have not analysed the impact of variation in rate of interest, timing of borrowings compared to PIM which were the two major reasons for additional IDC
		<p>YoY CWIP data not provided: TRDCL/EHEL/MPBCDCL/JRPI CL</p> <p>FSEL - YOY CWIP data as per PIM not made available</p>	<p>1. These projects were completed prior to review period 2. This was never highlighted in pending list data 3. Can be compiled and provided</p> <p>There was no final PIM for FSEL as financial closure could not be achieved</p>
216	4.7.1	<p>Potential misrepresentation of the financial position of ITNL and its SPVs to stakeholders</p> <p>Comparing financial performance as per SCA and IGAAP indicates that the net profit reported as per SCA was higher by INR 1,956.62 crs than the net profit reported as per IGAAP. The financial performance of SPVs as per SCA was submitted to the lenders as the same would reflect a better financial position than IGAAP</p> <p>The financial performance as per SCA was considered for preparation of consolidated financial statements of ITNL, which indicated higher profitability of ITNL (at consolidated level) by INR 1,956.62 crs and potentially represented a better financial position to various stakeholders at large</p>	<p>The observation of auditors is incorrect. The use of words ‘misrepresentation’ is inappropriate. . The following needs to be noted:</p> <p>ITNL and SPVs prepared their statutory standalone financial statements on IGAAP basis till 2016 and thereafter under IndAS.</p> <p>ITNL prepared its Consol financials by adopting the Exposure draft on Guidance Note on Accounting for Service Concession Arrangements by Concessionaire (SCA) issued by ICAI from 2010 onwards.</p> <p>It may be noted that while the guidance note was recommendatory in nature it also gave an option to the companies to adopt the same. ITNL after obtaining requisite approvals from Audit Committee and Board adopted the guidance note and made full and proper disclosures regarding adoption of the guidance note and preparation of its financial statements on that basis in its financial statements year after year since 2010.</p> <p>It is also understood that various other companies (IRB, L&T to name a few)</p>

		<p>with similar business had adopted the guidance note. It is also pertinent to note that the said guidance note on the SCA became a mandatory standard under IndAS.</p> <p>So, as far as SPVs were concerned while the statutory financials for ROC filing and tax reporting were prepared under IGAAP, for the purpose of consolidation the SPVs prepared Fit For Consolidation (FFC) accounts under SCA. Hence, considering the fact that the Consol position of ITNL was prepared under SCA, for all practical purposes the financial statements prepared under the SCA were the relevant statements to be shared with any stakeholders including banks.</p> <p>As regards the specific emails quoted in the observation, since the bank was seeking information of ITNL on consolidated level, the information pertaining to SPVs were sought to be provided based on the FFC financial as those numbers were considered for consolidated results.</p> <p>It should be noted that all the emails quoted in the observation were internal discussions and deliberations for preparation of the data and views expressed by different people involved. The auditors have not looked at the complete email trail and hence not noticed that no data was eventually prepared and submitted to the bank at all. Neither any loan was availed by ITNL from the concerned lender. Hence the observation is incorrect.</p> <p>Further, since ITNL had made full and detailed disclosures regarding basis of preparation of the financial statements, adoption of the guidance note and specific accounting policies employed for preparation of the Financial Statements, we are not able to understand how Auditors have arrived at</p>
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			the conclusion that there was misrepresentation to stakeholders. Hence the observation is incorrect and without any basis
218	4.7.2	<p>Potential anomalies in project cost projections represented to stakeholders – PIM vis-à-vis DEA</p> <p>Based on a comparison of the total project cost of the SPVs of ITNL mentioned on the website of DEA with the project cost mentioned in PIM, it was noted that in the case of 13 SPVs, the total project cost mentioned in PIM was higher by INR 5,203 crs than the total project cost appearing on the website of DEA (as per concession agreement)..</p> <p>Further, it was noted that in the case of 11 SPVs, the duration between the date of concession agreement and date of PIM was less than six months, and the project cost as provided in PIM just prior to the project cost mentioned in the concession agreement was higher.</p> <p>During our review, we had identified multiple email communications, which indicated that the lenders had raised concerns over the difference in project cost between PIM and NHAI / regulatory authority.</p>	<p>The reasons for variance in project cost as per DEA website compared to the cost mentioned in the PIM could be on account of the following reasons:</p> <ul style="list-style-type: none"> • The TPC of the Authority is based on Feasibility Report (FR) which is prepared before issuance of RFP • There is usually a large time gap between FR, issuance of RFP, invitation of bids and award of contract. This gaps could be anywhere between 2-3 years. Due to this large time gap, there are variation in costs on accounts of escalation, change in price of key material, labour costs , change of scope, quantity variation based on geo-technical survey, ground condition etc. • Moreover, FRs prepared for Authorities were found to be having many anomalies, hence authority used to avoid providing the cost backup along with the bid documents and also used to provide a disclaimer along with the RFP. • Majority of the BOT projects have seen costs higher than the Authority cost. • Though lenders had raised queries regarding higher costs, based on detailed analysis, cost vetting reports and due diligence undertaken by them higher cost was accepted and funding was approved. • The higher project cost have been approved by the lenders and NHAI was also aware of the

			<p>same. For example, in case of BAEL project NHAI had conveyed its approval for the total debt amount based on higher TPC</p> <ul style="list-style-type: none"> • In the concession agreement, cost as per authority is mentioned and hence it is lower than PIM • Emails quoted in the observation represent internal discussions regarding concerns expressed/likely to be raised by lenders. All such concerns were addressed during their due diligence process and debt was sanctioned post the same
223	4.7.3	<p>Potential anomalies in project cost projections represented to stakeholders – Bid vis-à-vis Department of Economic Affairs</p> <p>It appears unusual that consistently in all the projects, the cost of projects as per bid documents was substantially higher than the project cost as per the DEA website. However, it raises concerns since the final projected cost was substantially higher than what was submitted to NHAI.</p> <p>Thus, this potentially indicates that the cost of the project at the initial stage was higher than the cost submitted to NHAI.</p>	<p>Please see comments above in 4.7.2</p> <p>.</p>
226-228	4.7.4	<p>Potential anomalies in the toll revenue recognised in the books of accounts and toll revenue projected to the lenders</p> <p>The toll revenue projected in PIM was higher by INR 2,088.70 crs than the actual toll collected during the period of operation of the roads</p>	<p>Toll revenues included in the PIM given to lenders were estimated generally based on the reports prepared by independent traffic consultant and were reviewed by the syndication agency and lenders. The basis for the same was</p>

	<p>Also, based on the comparison of the revenue provided in PIM, traffic survey report, and actual revenue recognised in the books of accounts of SPVs, we noted that in the case of 3 SPVs, the actual revenue collected was lower than the revenues provided in PIM and traffic survey reports</p>	<p>traffic counts undertaken on the project road stretch and various assumptions such as economic growth, region specific developments planned, general outlook of the economy, etc. The actual traffic on the road varied based on various factors which are listed below:</p> <ul style="list-style-type: none"> • Loss of toll traffic through some detours. Due to availability of Toll free alternate roads and due to initial resistance to payment of toll diversions were observed on some of the roads. • Economic slowdown in recent past attributed for less traffic on the project roads • In some of the projects slowdown in mining activities impacted the traffic growth • Recent growth trend in trucks impacted the overall number of vehicles on various roads- 2-Axle and 3-Axle trucks were replaced by MAV's and the decrease in number of 2-Axle and 3-Axle are higher compared to increase in number of MAVs due to higher load carrying capacity. • Actual WPI growth was less as compared to projections and even negative in two years - 2015 and 2016 leading to lower tolls • Higher % age of exemptions compared to estimates due to local users demand. • Due to ongoing improvements of Road Network by Central Government and State Government traffic pattern changed impacting traffic growth on various Roads. • Actual COD date different than the Scheduled COD assumed at the time of preparation of PIMs on account of delays in project completion • Lower toll rates in case provisional COD is granted • Specific reasons for variation observed in six projects is given in attached file.
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		 Variance in Toll evenue.docx
	<p>The projected revenue presented in the PIM was higher by 442.52 crs than the revenue projected in the traffic survey report</p>	<p>Thus, the comparison presented in the report without looking into the factual aspects of each of the projects is not correct and represents wrong picture.</p> <p>The variance of Rs 442.52 crs worked out by GT includes Rs 83.32 crs for KSEL project which was mainly on account of lower revenue in 2016-17. The project was granted provisional COD in January 2017 on account of delays and in fact the project did not receive final COD and is under termination.</p> <p>Further, in terms of tolling length only 70% equivalent length was under tolling and there were high level of exemptions due to non-completion of balance length and other related works which impacted actual toll revenue</p>
	<p>The revenue provided in the traffic study report was higher by 1,168.67 crs than the actual revenue recognised in the books of accounts of SPVs</p>	<p>In case of BAEL construction work was delayed due to land availability issues and as on today also project is not completed fully. The 2nd toll plaza operations started from 28th Oct 2017 onwards. However, in PIM and Traffic survey reports it was assumed that COD would be achieved in Oct 2016. This resulted in lower revenue</p> <p>Similarly, as explained in case of MPBCDCL also there was a variation in COD and completion of checkposts which impacted revenue. Please also refer to 4.7.10 regarding lower collection of revenue.</p> <p>Thus, the observation made is not correct.</p> <p>Traffic survey was carried out by independent consultants based on their</p>

			independent assessment of traffic on project. As explained above there were number of reasons which caused variation in actual revenue and was the case across projects and industries. .
9	4.7.5	Potential anomalies in representation made to Axis Bank Limited Thus based on the above stated details it appears that even though the representatives of ITNL were aware that there were cost overruns in the projects the lenders were informed otherwise	The response was sent to the bank post checking with the ED who had advised that since some of the projects have not yet reached closure and the completed projects were in line with the current market trend the response was accordingly provided. Additional mails to this effect has been shared with GT and are enclosed  Annexure - 4.7.5.pdf
231	4.76	Potential issues pertaining to equity infusion by JV Partner SEL in SSTL project The equity infusion of INR 5.86 crs contributed by the JV Partner SEL was ultimately funded by ITNL, and SEL did not have sufficient funds to invest in SSTL The terms of the shareholder's agreement were potentially violated as ITNL indirectly held a larger proportion of shareholding in SSTL than the agreed ratio of 49%. ITNL had an outstanding receivable of INR 6.81 crs (INR 5.86 crs + INR 0.95 crs) from SEL as on 31 March 2018	1. Border Road Organization (BRO) awarded a Tunnel project in the State of J&K to SOMA on 12th March 2013 2. In order to execute the said Project, Soma approached ITNL to manage the Project. 3. It was decided that ITNL shall take over all rights and obligations under the Bidding Documents, Concession Agreement, and any related Project Agreements. It was also decided to gradually acquire 100% stake in the project SPV viz. SSTL 4. The consideration that ITNL paid to Soma for above benefits was decided at Rs 100 crs 5. COD approval of March 2013 for above is on records 6. Accordingly, ITNL & Soma entered into an agreement

		<p>7. To meet certain pre-operative expenses, SSTL was in need of funds. Since no financial closure achieved, the means of finance for the same was only equity funding</p> <p>8. ITNL could contribute its proportionate equity</p> <p>9. SOMA, was not in a position to fund its part of equity and hence it was decided to advance loan to SOMA in order to contribute its part, which was to be adjusted against acquisition of stake from SOMA</p> <p>ITNL and SOMA entered into an MOU post March 2018, where the SOMA stake of 49% in the SPV was acquired by ITNL at the amount already advanced to SOMA . ITNL now holds 100% in the SPV</p>
233	4.7.7	<p>Potential instances of amendment in development agreements between ITNL and its SPVs to reflect profitability in standalone financials of ITNL</p> <p>It appears that revenue of INR 329 crs was accounted in the books of ITNL during the period 08 February 2017 to 31 March 2017 by way of revisions in contracts between ITNL and SPVs which led to profit after tax of INR 195.71 crs for the FY 2016-17</p> <p>We were not provided with relevant development agreements by the representatives of ITNL to ascertain the basis and justifications for recognising additional revenue of INR 329 crs in the books of ITNL</p> <p>As a part of regular review of budgets and forecasts, Finance department used to provide quarterly forecast of the profit and loss to Senior Management (MD and ED) at the beginning of the quarter for their review. The forecast was very preliminary based on data and information available at that time and subject to many changes including impact of transactions carried out in the quarter, IndAS adjustments, actual progress on construction activities, variations in borrowing costs etc</p> <p>Basis the forecast, the Senior Management used to hold forecast/review meetings in which various actions to be taken/works to be completed (including targets on construction progress to be achieved, the margins to be realised, savings in interest costs etc) by different departments were identified and responsibilities fixed on individuals to</p>

		<p>complete the same. The action plan along with its likely impact on company financials and profitability was then converted into a Profit Achievement Plan (PAP) which was then tracked to ensure requisite actions were taken.</p> <p>Responsibility of PAP was on the Senior Managements (MD and ED) as all actions were advised by them.</p> <p>The emails quoted are in respect of the same</p> <p>All the actions / specific instances reported in the observation were duly supported by adequate documentation and approvals</p> <p>The above exercise was routine budgeting and forecasting processes which is followed in all companies where targets are set and reviewed regularly to ensure their achievements.</p>
234- 235	4.7.8	<p>Potential instances of payments from SPVs to ITNL to maintain financial ratios</p> <p>It appears that potential payments were made by SPVs (MBEL and HREL) to ITNL against invoices to reduce cash balances in SPVs, which might have resulted in a better financial picture in terms of reduced cash to debt ratios</p> <p>1. SPVs had draw-downs funds from senior lenders to meet the project cost. The funds remained in the SPVs till invoices were raised by ITNL (as ITNL was the turnkey development contractor for SPVs) for the construction cost and paid by the SPVs. Typically ITNL raised invoices for the work done in a month by first week of the next month and was paid thereafter. This resulted in the unutilised cash lying at the SPV at the end of the month</p> <p>2. In order to reduce the idle funds lying in the SPV books at the end of the month, instructions were given to raise partial invoices before the month end so that funds can be released before the end of the month and idle funds could be avoided.</p>

			<p>3. The interpretation of the auditors that this was done to show better financial ratios at ITNL is not the factual position and is just presenting facts in an incorrect manner.</p>
236	4.7.9	<p>Potential anomalies in the toll revenue estimated at the bidding stage and toll revenue projected to the lenders</p> <p>In case of four projects, the lenders of the SPV projects were potentially misrepresented by submitting toll revenue estimates which were 28.87% higher than the amounts submitted to NHAI, thus leading to potential inflation in profits which was projected to be earned by the SPVs and indicating a sound debt servicing capacity.</p>	<p>During the Bid stage -bid Traffic Projections were worked out either by In House studies or through appointment of consultants. The traffic count study under taken by internal team and/or consultant formed basis of Traffic Projections and growth rate to be assumed were discussed and finalized during the review by the Management before finalisation of bid.</p> <p>After the project was awarded, steps were initiated for achieving financial closure for the project through Syndication Team of IFIN. For finalisation of Financial Model which included revenue from tolls Independent Consultant acceptable to the lenders was appointed and its report formed basis for the projections. During the course of finalisation of model and PIM for the project, the assumption were reviewed and vetted by the Syndication team along with Business Development team of ITNL. Variance analysis were carried out to examine different scenarios and the base case to be presented to the lenders was finalised considering consultant's report available data and acceptable growth parameters.</p> <p>There were difference in Traffic/Revenue project between the bid and the financial closure on account of timing difference of the surveys, growth assumptions etc. Compared to the exercise under taken during pre-bid stage, a much more detailed and vigorous exercise was undertaken to</p>

			arrive at Traffic Projections post award of bid which would meet requirement of lenders.
237	4.7.10	<p>Potentially inflated projection of toll revenue estimates in PIM data to potentially depict a strong financial position to lenders in MPBCDCL</p> <p>Toll revenues projected in the PIM were potentially inflated over and above the revenue estimates projected in traffic survey reports by INR 301.80 crs (approx., 23% over and above revenue estimates in traffic survey reports); which indicates that MPBCDCL potentially misrepresented lenders by depicting a sound debt servicing capacity</p> <p>While the total toll revenue projected in the PIM furnished to the lenders for the period FY 2013-14 till FY 2017-18 was INR 1,617.63 crs, however, the actual toll revenue collected for the said period was 48% of such projections, i.e. INR 781.47 crs only.</p> <p>Apart from the unusual rise in actual toll revenues amounting to INR 552.64 crs for FY 2016-17, the actual revenues for the other financial years were consistently lower as compared to the Traffic Survey report estimates and PIM estimates, thereby indicating that the revenue estimates were potentially inflated in PIM and Traffic Survey report.</p>	<p>In PIM and Traffic study reports same COD date was assumed for all the 24 checkposts. However, COD date was different for different checkposts and as on today also only 19 checkposts are in operation and other 5 checkposts are not completed due to land availability issues.</p> <p>In PIM, additional revenue of loading and unloading from overloaded vehicles was considered. However, company was not able to collect the same due to non-cooperation of Government department. This was highlighted by the company</p>  Adobe Acrobat Document and last letters submitted to authority are attached herewith  Adobe Acrobat Document  Adobe Acrobat Document  Adobe Acrobat Document
238-240	4.7.11	<p>Potential Adjustments made in books of accounts to achieve desired PAT</p> <p>It appears that discussion regarding margin revision, design fees, O&M start-up fees,</p>	As a part of regular review of budgets and forecasts, Finance department used to provide quarterly forecast of the P&L

		<p>etc. to be charged from SPVs were conducted in advance to ensure that the financial forecast of ITNL for Q3 of FY 2016-17 is converted from a loss of INR 116 crs to Profit After Tax</p> <p>to Senior Management (MD and ED) for their review. The forecast was very preliminary based on data and information available at that time and subject to many changes including impact of transactions carried out in the quarter, IndAS adjustments, actual progress on construction activities, variations in borrowing costs etc</p> <p>The Senior Management then used to hold forecast/review meetings in which various actions/works to be completed (including targets on construction progress to be achieved, the margins to be realised, savings in interest costs etc) by different departments were identified and responsibilities fixed on individuals to complete the same. The action plan along with its likely impact on company financials and profitability was converted into Profit Achievement Plan (PAP) which was then tracked to ensure requisite actions were taken. Responsibility of PAP was on the Senior Managements as all actions were advised by them.</p> <p>The emails quoted were in respect of one such meetings held at an offsite location in Goa in which certain actions were advised by the Senior Management and were being tracked.</p> <p>All the actions / specific instances reported in the observation were duly supported by adequate documentation and approvals</p> <p>The above exercise was part and parcel of normal budgeting and forecasting reviews carried out by any organisation to ensure that business targets set were tracked and corrective actions to achieve them were taken in time.. It will be incorrect to say that these were to convert loss into profit. It is also pertinent to note that the loss of Rs116 crs was an estimated number and</p>
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			calculated much before the end of the quarter and hence did not incorporate the developments till the end of the quarter as well as quarter end IndAS adjustments.
241	4.7.12	<p>Potential anomalies in Letter of Comfort and Financial Guarantee by ITNL to BAEL</p> <p>To get additional financial assistance from the external lenders, the management used to present “Letter of Support/Awareness and Financial Guarantee” on behalf of the SPVs despite being aware of the negative cash flows of the SPVs over continuous financial years</p>	<p>ITNL as a Sponsor of the project undertook to provide financial assistance to the project for cost overrun and operational support. This was one of the pre-condition stipulated by lenders for funding of the project.</p> <p>Letter of Support/Awareness were issued to enable SPVs to raise funding. However, they were not in the nature of guarantees and ITNL did not have any legal and binding obligation to make payment on behalf of the SPV</p> <p>In no case ITNL provided financial guarantee on behalf of the SPV (except for submitting new bids). Hence to that extent the observation is incorrect</p>
242	4.7.13	<p>Potential anomalies in Letter of Comfort and Financial Guarantee issued by ITNL</p> <p>ITNL had issued a letter of comfort/letter of awareness or guarantees amounting to INR 2,654.51 crs as of 31 March 2018 in respect of the loans availed by its subsidiaries.</p> <p>ITNL has not disclosed such letters of comfort/letter of awareness/guarantees as financial guarantees</p> <p>Also, the management was aware that entities such as IRIDCL and MPBCDCL had going concern issues as highlighted in their Emphasis of Matter paragraph by</p>	<p>No letters of Comfort were issued by ITNL to any of the SPV</p> <p>The purpose of providing LOA was to provide an acknowledgement to the counter parties that the SPV had borrowed from them and that ITNL was holding majority shares in these SPVs and would not dilute stake in such SPVs. Further, ITNL as the principle shareholder would on best endeavour basis ensure that the SPV would repay all their dues.</p> <p>In case of all these LOC/LOA it was clearly mentioned in the last para of LOC/LOA that the same should not be</p>

	<p>the auditors, and it was disclosed in the financial statement of TRDCL that the financials were prepared on the going concern basis only based on the letter of comfort as received from ITNL.</p> <p>Thus, the above transaction would have impacted liabilities in the financial statement for the year ending 31st March 2018</p>	<p>treated as guarantee and ITNL was not taking any liability in this respect. Hence there was no obligation on ITNL to pay in case the SPV defaults. Hence, none of these LOC/LOA would meet the definition of financial guarantee / financial liability and would not require accounting and disclosure as per the Ind AS 107, Ind AS 109 or Ind AS 32”.</p> <p>Note 36(b) in financial statements was with respect to financial support that ITNL had agreed to provide to the SPVs listed therein to enable them to continue their operations and meet their financial obligations as and when they fall due. The said letters were issued by ITNL in their capacity as a parent company, to the board of directors of SPV, to support the SPVs by way of investment in SPV, as and when required, should such a need arise in future.</p> <p>The support letter was not a guarantee issued to the SPV or a third party on behalf of SPV and was not a legally binding document. It was an assurance that ITNL being a parent company shall provide financial support to the SPVs to meet their financial obligations for the smooth conduct of business. Further, the letter of financial support did not state any amount since it was purely dependent on the operational requirements of the SPV. Hence, no amount could be quantified and disclosed in note 36(b).</p> <p>However, considering the nature of the letter being a financial support, it was considered prudent by the ITNL management to provide an additional disclosure of the same in financial statements based on best practices. There was no auditing standard which debars additional best practices disclosures as done in the present case by ITNL management.</p>
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			<p>It also should be noted that in most cases the lenders to SPVs (whom these LOAs were issued) have filed claims against the SPVs concerned and not ITNL. Even in cases where claims have been filed against ITNL, they have been admitted by the CMC as the Contingent Claims</p>
243	4.8	<p><u>Transactions with red-flagged entities</u></p> <p>Sarang Kale Group</p>	
245	4.8.1	<p>Potential anomalies in payments made to Kaleidoscope Infra Ventures Private Limited</p> <p>Supporting documentation for loan and deposits of INR 12 crs provided by ITNL to KVIPL for our review to ascertain the rationale of providing the said loans</p>	<p>These transactions were done basis the decisions taken by MD and ED and Committee of Directors (COD)</p> <p>All the required supporting along with the COD resolutions for granting these loans have now been provided to GT and are attached</p> <div style="text-align: center;">  Annexure - 4.8.1.pdf </div>
247- 248	4.8.2	<p>Potential anomalies in payments made to Maval Developers Private Limited</p> <p>It appears that loans/deposits were provided to group companies of Sarang Kale for which interest was not charged by ITNL</p>	<p>These transactions were done basis the decisions taken by MD and ED and Committee of Directors (COD)</p> <p>The approved COD copy for granting this interest free deposit has been provided to GT and is attached</p> <div style="text-align: center;">  Annexure - 4.8.2.pdf </div> <p>The said deposit which was provided in Oct 2015 had been returned back in Feb 2016</p>
249	4.8.3	<p>Potential anomalies in contracts awarded to M/s. Jitendra Singh for KSEL project</p>	

		<p>It appears that M/s Jitendra Singh might have been potentially given preference by Karunakaran Ramchand (ITNL).</p>	<p>No comments on the observation of preference given to a particular contractor</p> <p>The said vendor was engaged for the utility shifting works. The utility shifting works were the additional works awarded by NHAI to the concessionaire to get the same executed through local vendors and the same had to be certified with the government utility authorities. Hence generally the local contractors, who can execute the works in consultation with the utility authorities without hindering the progress of main works for the concessionaire were preferred.</p>
		Ahuja/Flemingo Group	
253	4.8.4	<p>Potential financial assistance provided by ITNL to group companies of Ahuja / Flemingo Group</p> <p>ITNL and JRPICL had provided financial assistance to Oscar Infra of INR 9.62 crs and INR 7.86 crs during the FY 2009-10 and FY 2010-11, respectively.</p> <p>Oscar Infra was originally to be funded through MBEL; however, since drawdown was not available in MBEL, it was decided to fund through JRPICL.</p> <p>As per the MOU, payment was to be made after JRPICL is satisfied with the services provided; however, Oscar Infra was paid the full amount in advance.</p> <p>ITNL had provided financial assistance to Oscar Infra during FY 2009-10, and no documentation in relation to the provision of service was available other than the MoU.</p>	<p>These transactions were done basis the decisions taken by MD and ED and / or Committee of Directors (COD)</p> <p>.</p> <p>All moneys were received back and accounted for.</p>
255	4.8.5	Potential financial assistance provided by ITNL to group	

		companies of Ahuja / Flemingo Group It appears that there were potential financial dealings between Karunakaran Ramchand and Ahuja / Flemingo Group	No comments
257	4.8.6	<p>Loans provided by Avance Technologies Limited & Empower India Limited to SBHL, MPBCDCL and IRIDCL</p> <p>Loans provided by Empower India Limited and Avance Technologies Limited to ITNL SPVs were sourced from IFIN.</p> <p>Certain loan documents required to be prepared by Empower India Limited and Avance Technologies Limited, being the provider of loans, were prepared by ITNL employees instead.</p> <p>Advisory fees of INR 4.33 crs was charged by Ennar Capital LLP and Ennar Capital Advisors Private Limited even though the ITNL employees prepared the documentation.</p> <p>A loan arrangement between IFIN, Avance Capital Limited, and ITNL SPV was requested by the Management of ITNL, which helped Avance earn a margin of INR 0.50 crs.</p>	<p>As stated earlier, IFIN was appointed as sole syndicating agency for raising loans for ITNL. The decision to raise funds for ITNL through third parties / contractors who would be funded by IFIN and then in turn will fund ITNL was of group management board and was structured and implemented by IFIN debt syndication team. ITNL had limited / no say in these transactions</p> <p>As regards documentation, Since ITNL and IFIN had a standard set of loan documentation, draft of some of these were shared for ease of documentation.</p> <p>The advisory fee that was charged by Ennar Capital Advisors Pvt Limited was for advisory service provided relating to raising of loans for ITNL and sharing of some of the standard loan document was only incidental</p> <p>IFIN had provided loans to these entities which in turn had advanced the loans to ITNL SPV's. The margin earned by these entities was the differential of the interest rate on the loans that was advanced to the ITNL SPV's .</p>
259	4.9	<p>Potential irregularities in the takeover of loan from IFIN</p> <p>The loan liability of IFIN towards KPPL of INR 36 crs was taken</p>	<p>The loan from IFIN were taken over by ITNL based on discussion / decision</p>

		<p>over by ITNL to reduce the exposure in the books of IFIN. ITNL had potentially availed fresh borrowings from external sources to take over the aforesaid loan.</p> <p>ITNL had an outstanding receivable of INR 77.15 crs (Principal 36 crs + Accrued Interest of INR 41.15 crs) from KPPL as of 30 September 2018. We couldn't verify the transactions independently from the books of accounts as the said period was outside the purview of our Review Period</p>	<p>taken at the Group level by IFIN / ITNL management</p> <p>Relevant mails to this effect have been shared with GT and are attached</p> <p> Annexure - 4.9.pdf</p> <p>GT was provided access to all accounting records including for period outside their review period</p>
262	4.10	<p>Potential anomalies in stake swap of JSEL and NAMEL between ITNL and Ramky Infrastructure Limited</p> <p>It is unusual to note that the net consideration to be received by ITNL of INR 43.20 crs on stake swap agreement was discussed and agreed approx. two months before the date of the stake swap transaction.</p> <p>ITNL had received a potential lower amount on the sale of NAMEL as the same was sold after 1.5 months for a higher valuation.</p> <p>There were potential anomalies in arriving at the discounting rate considered for the valuation of NAMEL.</p> <p>It is unusual to note that the entity that prepared valuation reports of JSEL does not exist in the MCA records</p>	<ol style="list-style-type: none"> 1. The observation is not correct 2. The email of KG of 11th June spoke about the agreement signed in 2013 whereby Rs 40 crs was to be paid for the swap of shares and the fact that Ramky had not honoured the agreement at that point of time. The email further stated that based on the meeting with Ramky management on June 8, 2018 Ramky had agreed to make the payment of Rs 40 crs now honouring the 2013 agreement. The email also provided the payment mechanism by Ramky. 3. The actual swap transaction was done at Rs 43.20 crs and not at Rs 40 crs as decided in 2013 based on updated valuation of JSEL and NAMEL obtained at that time. 4. The calculation provided by auditors are incorrect. <ul style="list-style-type: none"> (a) Debt-Equity ratio as per PIM was 60:40 (b) Total Debt of NAMEL as per March 2018 was Rs 1410 cr . Based on this D/E ratio works out to 68:32, which was close to

			<p>the ratio considered by valuer (70:30)</p> <p>(c) In any case valuation was an independent assessment by an independent valuer and company had no role to play in the same</p> <p>5. As per the exchange announcement made by Ramky on 31st August 2018 (copy enclosed) 100% stake in NAMEL was sold by Ramky to Cube for Rs 140 crs.(equity value) This translates to value of Rs 70 crs for 50% stake as against Rs 60 crs received by ITNL. Rs 10 crs difference can be very well attributed as control premium received by Ramky as it transferred 100% stake to Cube</p> <p>6. CIN of Master Capital Services Limited is U67120PB1994PLC014481. So observation of auditor is incorrect</p>
264	4.11	<p>Potential non-compliance of loan agreement with lenders in JSEL</p> <p>It appears the JSEL had potentially violated the terms and conditions of the CLA dated 21 October 2010 by not taking prior approval of lenders before amending the original development agreement and increasing the cost by INR 152.73 crs.</p> <p>Based on an email dated 08 July 2020, we had requested the representatives of ITNL to provide us with the relevant approvals taken from the lenders in relation to revision in development cost of INR 152.73 crs for the JSEL project. However, the same was not provided by the representatives of ITNL for our review.</p>	<p>The Company has shared with GT the presentation made to the lenders at the time of consortium meeting held with the lenders on Nov 03, 2011 & Dec 16, 2013. The Dec 16, 2013 presentation showed the revised increased number w.r.t. the development agreement. So while explicit approval for the increase may have not been taken the consortium lenders were kept informed of the increase during the meeting which was evident from the numbers presented</p> <p>The copy of the minutes of these consortium meeting has also been shared with GT and is attached.</p> <p> Annexure - Point 4.11.pdf</p> <p>While no reference of the increase was made in the minutes there were other</p>

			<p>cost and project related figures in the minutes that matched suggesting the sanctity of the presentation</p> <p>In any cases, entire debt of JSEL was refinanced with the issue of NCDs and repayment of project lenders. At the time of refinance, the project cost was disclosed properly to new lenders / NCD holders and hence the observation of auditors becomes infructuous</p>
265	4.12	<p>Potential non-disclosure of related party transactions in the financial statements of CNTL</p> <p>It appears that the CNTL had potentially under-reported related party transactions by INR 24.39 crs with IGFSL for the period FY 2014-15 to FY 2017-18</p>	<p>The disclosure given in the financial statements were correct and the same has been explained to GT</p>
267	4.13	<p>Potential issues in the operations at the site</p> <p>Representatives of ITNL were aware of the issues at the ACEL project site</p> <p>Concerns were raised by the representatives of ITNL that one of the entities, i.e. either ITNL or EMSL, was withdrawing funds that were meant for O&M purposes</p> <p>Additionally, ITNL had made fewer payments made to EMSL against O&M bills, which were potentially one reason for labour strikes at the JRPICL project site</p>	<p>As per business model of ITNL, ITNL was acting as a turnkey service provider for the projects and was appointed as O&M Operator. ITNL in turn had contracted the same to EMSL.</p> <p>Funds received by ITNL towards O&M services from SPVs were paid to EMSL for meeting the cost of operations in terms of the contract awarded to EMSL.</p> <p>The funds received by both the entities are fungible and are used for operations.</p> <p>The CFO of ITNL had raised query whether funds meant for O&M activities were utilised for other purposes at either ITNL or EMSL level which was impacting operations at the project sites</p>
269	4.14	<p>Potential instance of cement purchase order given to vendor not forming part of the approved list of vendors</p> <p>It appears that representatives of ITNL (KR Khan) were aware that</p>	<p>As per article 12.3.c of the Concession Agreement, Approval from IE is not</p>

		<p>an order for procuring cement was placed with entities not forming part of the approved list of the vendors for the PSRDCL project.</p>	<p>mandatory and any proposal (including mix Designs and Drawing) shall be deemed approved if IE has no comments/observations to make within 15 days of submission. All due processes for QA & QC compliances had been adopted while allowing IECCL to use Vasavadatta cement.</p> <p>The IE in his letter no 363 dt 03.01.2012 expressed its opinion that few other cement brands had already been approved. (There was no observation regarding the quality aspects of Vasavadatta cement) (This is probably referred in mail dt 14.2.2012). The SPV had replied to this vide letter no 818 dt 24.12.2011 and expressed our right to use any material and shall be used in the works if they are tested and found to meet the requirement of the Cl 5.1 of the Manual of Specifications and Standards for four laning of National highways through PPP. On the logistic front, there were few strikes by transporters whereby material supply by other approved suppliers was likely to be affected. And moreover Vasavadatta cement being nearer to the project location than others had to be kept as an option in such scenario. Therefore, ITNL allowed use of Vasavadatta cement to IECCL after due diligence.</p> <p>Apart from this there was no such approved supplier list forming part of contract agreement between ITNL & IECCL or in EPC agreement between PSRDCL & ITNL or in Concession Agreement between NHAI & PSRDCL. The arrangement was that any material brought to the site for use should comply with QA&QC requirements as per Tech specs.</p>
270	4.15	<p>Potential stress/liquidity issues which appear to be known to the then KMPs of IL&FS Group</p>	

		<p>It appears that ITNL was facing liquidity issues in FY 2015-16, which IFIN was funding. Further, there were concerns with regard to the potential violation of group exposure limits as laid down by the regulatory authorities</p>	No comments
271	4.16	<p>Potential instances of excess fees charged by IFIN in KSEL and CNTL</p> <p>It appears that KMPs of ITNL were aware that IFIN was levying excess amounts in the invoices raised to SPVs</p> <p>We were not provided with relevant supporting documentation and other critical data to ascertain the genuineness of payments made against various services availed by ITNL from IFIN</p>	<p>IFIN was appointed as syndication agency for ITNL and its SPVs. All payments were made to IFIN in accordance with the mandate letters executed by ITNL and SPVs</p> <p>CFO had pointed out few instances where billing made by IFIN was in excess of the mandate, however this one email cannot make a basis to make summary observation that IFIN was levying excess amounts or the payments made to IFIN were not genuine.</p>
272	4.17	<p>Anomalies pertaining to potential excess interest cost on borrowings in PSRDCL</p> <p>It appears that excess interest cost amounting to INR 11.42 crs was borne by PSRDCL because it being a pass-through entity for circular transactions</p>	<p>ITNL had provided short term loans to PSRDCL over a period of time which was paid back as ITNL needed funds for its own requirements. PSRDCL was not having enough liquidity and hence it borrowed from group companies which provided loans at rates linked to their cost of funds and margin requirements as per their policy</p>
273	4.18	<p>Change in Accounting Policy of SPVs to potentially recognize toll revenue as income in the Profit and Loss Statement</p> <p>It appears that the Accounting Policy of the SPVs was potentially amended to assist the SPVs and ITNL show inflated assets and revenue in their books of accounts.</p>	<p>The observation is incorrect and does not take all facts into account</p> <p>1. There was no change in accounting policy in FY 2017-18</p>

			<p>2. Same accounting policy was followed in FY 2016-17, at first time adoption of IND-AS</p> <p>3. In FY 2016-17 also, toll was recognised as revenue in PL</p> <p>4. This was also in line with opinion issued by Expert Advisory Committee of ICAI (Page 64)</p>
275	4.19	<p>Potential issues in the booking of expenses through back-dated documents</p> <p>Potentially back-dated documentation as discussions with regard to the same, for instance, work orders to be issued by ITNL to Grusmaer with regard to KSEL and BAEL projects, were undertaken after raising invoices and execution of the relevant transactions. Further, such documentation was being arranged to avoid any adverse impact on the profitability of ITNL</p> <p>Back-dated documentation, for instance, Work Orders awarded by ITNL to Elsamex for PSRDCL and HREL project, Letter of invitation, approval notes for awarding work, etc</p> <p>Adjustment in the terminology in the billing schedule of Elsamex from 'Mobilisation Advance' to 'Submission of preliminary design' to ensure that profits can be recorded in the books of accounts of Elsamex</p>	We are not able to find out any instances of backdated documents. It may be possible that WO were issued by the BD team earlier but forwarded to Accounts when invoices were received.
276	4.20	<p>Potential issues in providing mobilization advance to sub-contractors</p> <p>It appears unusual to note that ITNL paid a mobilization advance of INR 35.92 crs to Dhanlaxmi Electricals in the absence of the mobilization clause in the MOU. Further,</p>	The utility works shifting had major component of material cost and unless the same was paid, the contractor would not be able to execute the further works and this may delay the main construction works. Hence the material

		Dhanlaxmi Electricals failed to submit the Bank Guarantee of INR 6.10 crs to ITNL	advance had been provided to the contractors against the supply of the material as per the provisions in the contract. There was no mobilization advance paid to the vendor and the same had been erroneously mentioned in the SAP entry.
277	4.21	<p>Impairment of investment of ITNL in ITNL International Pte Ltd, Singapore</p> <p>As per the financial statements of IIPL for FY 2017-18, it was noted that the carrying value of the net assets was INR 559.30 crs. Further, based on the review of the standalone financial statements of ITNL, it was noted that the carrying value of the investments of IIPL was INR 779.92 crs. Thus, it appears that ITNL was required to impair the investment in IIPL.</p> <p>However, on our review, it was noted that the said impairment was not carried out in the books of ITNL, and the appropriate ECL was not recognised, which could potentially be leading to inflation in profit to the extent of INR 220.59 crores.</p>	<p>Ind AS 36 para 12 mentions about comparing the carrying amount of the investment in the separate financial statements with the carrying amounts in the consolidated financial statements of the investee's net assets, including associated goodwill</p> <p>The above para itself refers to the investee's consolidated financial statements for any indication of impairment. Thus, the standard envisages that for impairment testing of the investment in investee, it is required to consider the underlying investments of the investee Company in step down operational entities</p> <p>IIPL had two major investments, Elsamex S.A. (Elsamex) and Chongqing Yuhe Expressway Co. Ltd. (CYECL). The Company had valued these 2 entities through external management experts i.e. NMR and GT and factored in the upside on valuation of these two major investments for impairment testing of IIPL after considering which there no impairment for IIPL was.</p> <p>The aggregate upside of Rs.401 crore in the value of IIPL was higher than the difference of Rs.220 crore between the carrying value of IIPL of Rs.779 crore in books of ITNL and the net worth of IIPL of Rs.559 crore. Based on the same it was concluded that there was no impairment.</p>

278, 279	4.22	<p>Potential anomalies in providing interest-free loans to SPVs</p> <p>During the FY 2017-18, ITNL had provided interest-free loans of INR 111.19 crs to a few of its SPVs</p> <p>Based on our review of the financial records of the above mentioned SPVs, it was noted that the said entities were facing liquidity and financial constraints</p>	<p>ITNL was not in lending/finance business, it was in infrastructure business where the projects were executed in SPVs where the entire equity / financing obligation was of the sponsor itself and hence the impact on the Company had to be assessed on a holistic basis and not in narrow sense.</p> <p>The sponsorship agreement with the lenders of SPVs, required the Sponsors to contribute the cash shortfall. Not funding the SPV in terms of sponsorship agreement would have been a breach of contract and the adverse implications would in fact have been prejudicial to the interest of the Company.</p> <p>ITNL's credit rating was dependent on timely honouring of obligations by SPVs i.e. if SPV did not honour its obligations, ITNL's credit rating could have been impacted.</p> <p>Charging interest to aforesaid SPVs would have created an additional burden on the cash flows of the SPVs which could have resulted in the Company having to infuse additional funds</p> <p>Based on the cash flow projections prepared by the management over the term of concession agreement, management was expecting to recover the loans so granted to the aforesaid SPVs.</p> <p>Considering the impact of all the above factors which could have adversely affected the Company; accordingly, the erstwhile management was of the view that providing interest free loan to the SPV was not prejudicial to the interest of the Company</p>
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