

**Note:** The claims admitted may change in case of receipt of any additional information/documents from the claimants and/or updation of Books of Accounts.

1	<p>i. For TL1 :-</p> <ol style="list-style-type: none"> <li>1. First Charge by way of hypothecation on Bank ATMs and other moveable fixed assets which are part of Identified ICICI Bank(1058 ATMs) Agreement (incl. ATM machines) VSAT, UPS, Site infra, fixtures etc).</li> <li>2. Exclusive charge by way of hypothecation on the Receivables and all bank accounts, cash flows, security deposit, termination payments etc. pertaining to the Identified ICICI Bank Agreement.</li> </ol> <p>ii. For TL2</p> <ol style="list-style-type: none"> <li>1. First Charge by way of hypothecation on Bank ATMs and other moveable fixed assets which are part of Identified HDFC Bank (600 ATMs) Agreement (incl. ATM machines) VSAT, UPS, Site infra, fixtures etc).</li> <li>2. Exclusive charge by way of hypothecation on the Receivables and all bank accounts, cash flows, security deposit, termination payments etc. pertaining to the Identified HDFC Bank Agreement both present and future.</li> </ol> <p>iii. Common Primary Securities for both TL1 and TL2</p> <ol style="list-style-type: none"> <li>1. First Charge by way of hypothecation on Bank ATMs and other moveable fixed assets which are part of Axis Bank(2245 ATMs) Agreements (incl. ATM machines) VSAT, UPS, Site infra, fixtures etc) both present and future.</li> <li>2. Exclusive charge by way of hypothecation on the Receivables and all bank accounts, cash flows, security deposit, termination payments etc. pertaining to the Axis Bank Agreement, both present and future.</li> </ol> <p>3. Annual cashflow (Including ICICI Bank, HDFC Bank and Axis Bank cashflows) cover (Contract value including GST/ Principal Outstanding) of not less than 1x , Make : Plant and machinery including ATM machines,Name of Manufacturer : AGSTTL and other manufacturer, Hypothecation of Plant &amp; Machinery</p> <p>b. Common Collateral Securities for both TL1 and TL2</p> <p>i. First Charge by way of registered mortgage on Factory Land &amp; Buildings situated at Survey Number 172/3,173/3 &amp; 173/4 Land area 4380 Sq Mtr, Building area 4370.57 Sq Mtr, Village Dabhol Nani Daman, Daman 396210, Admeasuring Total Area : Village Dabhol Nani Daman.</p> <p>ii. First Charge by way of registered mortgage on Commercial Building bearing Survey Number : Plot no.82, situated at AGS House EL-82 &amp; 83,2 basement+Ground+6 floors,plot area of 2250 sq mts MI DC Trans Thane Creek Industrial area Mahape village, Thane District, Admeasuring Total Area : Plot area 2250 sq mtr</p> <p>iii. Personal guarantee of Mr. Ravi Goyal</p>	
	<p>a. For Working Capital Primary: First pari-passu charge over current assets both present &amp; future including receivables &amp; inventories along with other working capital lenders except receivables exclusively charged to term lenders/ factored receivables.</p> <p>b. For LC:</p> <p>i. Title goods procure under LC</p> <p>ii. All other securities as stipulated for CC facility</p> <p>iii. Cash Margin @5% on LC Limit.</p> <p>iv. No LC was issued</p> <p>c. For BG:</p> <p>i. Omnibus counter guarantee of the borrower All other securities as stipulated in CC facility Cash Margin 5% on BG Limit.</p> <p>ii. No BG was issued</p> <p>iii. Therefore, No Cash Margin was given.</p> <p>iv. Hypothecation charge created on 25.09.2023.</p> <p>v. Collateral: Nil</p> <p>d. For Term Loan</p> <p>i. Primary: Exclusive charge on entire receivables of Union Bank of India vide purchase order ref: OPS: ATM:PO:027:22 dated 29-12-2022 (monthly average receivable of Rs. 1.83 Cr).</p> <p>(The contract with UBI is going to be for 5 years which includes 3 years. + extended tenor of 2 years. Contract value for 3 Years is Rs. 66 Cr and in the same rate estimated contract value for 5 years will be Rs. 110 crore)</p> <p>c. Collateral: Exclusive charge on moveable fixed assets (ATMs) with minimum collateral coverage of 55% (Specific assets will be identified and submitted by the company with WDV value of 14.85 Cr) (WDV of assets charged to Bandhan Bank as per company as on 31 Oct 2024 is Rs. 11 Cr)</p> <p>i. Hypothecation charge created on above ATMs on 21.09.2023 (List of A/TM/CRM attached)</p> <p>ii. Both the credit facilities (1&amp;2) are covered under the cross default and cross collateral clause as per the Working Capital Loan agreement as well as Term Loan agreement executed between the Financial Creditor &amp; the Corporate Debtor. The collateral security charged in regards to the credit facility No. 2 has been extended by virtue of the cross default to cover all the credit facilities provided by the financial creditor due to contractual agreement.</p>	
3	<p>a. All the stock in trade both present and future consisting of raw materials, finished goods, goods in process of manufacturing and any other goods, movable assets or merchandise whatsoever now or at any time hereafter belonging to the Security Provider or at its disposal and now or at any time and from time to time hereafter stored or to be stored or brought into or upon or in course of transit to the factory or premises of the Security Provider or at any other place whatsoever and where so ever in possession of the Security Provider or occupation or at any other premises or place.</p> <p>b. All the book debts, amounts outstanding, monies receivable (except those receivables which are exclusively charged to Term Lenders), claims and bills which are now due and owing or which may at any time hereafter during the continuance of this security become due and owing to the Security Provider in the course of its business by any person, firm, company or body corporate or by a government department or office, or any municipal or local or public or semi government body or authority or anybody corporate or undertaking</p>	
4	<p><b>a. TL-1 ( Deed of Hypothecation dated 09.02.2022)</b></p> <p>i. Exclusive charge on receivables under HDFC Bank contract/any other acceptable Bank contract having residual maturity of minimum loan tenor + 1 quarter (HDFC Bank residual tenor is 7 years) such that INR 3 Crores of monthly receipts are routed through IDFC FIRST Bank counters*.</p> <p>ii. Charge on Security Deposit &amp; Termination amount recoverable from Bank whose receivables are charged to IDFC First Bank i.e. HDFC Bank contract and any other bank needed to reach the monthly cashflow throughout requirement of INR 3 Crores.</p> <p>iii. Six Undated Cheques cumulatively covering the overall Facility amount First Charge/Mortgage of Company Land &amp; Building in Vapi and Kamala Mills (~Valuation of INR 10 Cr) .</p> <p>iv. IDFC FIRST Bank will not share First Charge with any other Lender. Only existing second charge shall be allowed to be continued.</p> <p>v. Minimum FACR 0.25X (Including Movable Fixed Assets)</p> <p><b>b. WC( Deed of Hypothecation dated 09.02.2022)</b></p> <p>i. first pari passu charge on current assets of the Borrower, present and future except those specifically charged to term lenders, Capsave Finance Pvt Limited and L&amp;T Finance.</p> <p>ii. Ranking of Charges with respect to aforesaid Assets: First pari passu charge with other working capital lenders having charge on the Assets except those specifically charged to term lenders, Capsave Finance Pvt Limited and L&amp;T Finance.</p> <p><b>c. TL-2, OD &amp; BG( Deed of Hypothecation dated 12.06.2024 and 25.02.2025) &amp; CHG - 1 (01.03.2025)</b></p> <p>i. First Pari-passu charge on movable machinery, ATMs, machinery spares, tools and accessories acquired out of the proceeds of the Loan (FACR of 0.5x; additional assets needed to meet the FACR requirement may be included); and</p> <p>ii. First Pari passu charge on the receivables under SBIATM Project having residual maturity of minimum loan tenor + 1 quarter Pari passu for this to be shared only with the other banker(s) funding the SBIATM Project overall facility/charged under these receivables to be restricted to Rs.200 crore of which Rs.100 crore will be from IDFC FIRST Bank;</p> <p>iii. Exclusive charge on receivables under "SBI Sales Contract" for one time supply of 1,350 ATMs to SBI under the RFP Ref: SBI/ACV/2023-24/001 dated May 31st 2023 and Corrigendum-1 dated June 15th 2023 floated for capex phase-XV</p> <p>iv. Six Undated Cheques cumulatively covering the overall Facility amount</p>	
	<p>*The HDFC Contract is an IAD Contract (payment basis No. of Transactions per ATM is made to AGS by HDFC Bank). It was renewed last year for 8 years. If this contract value does not suffice the monthly requirement of INR. 3Cr, then any other contract with the residual tenor of minimum loan tenor + 1 Quarter may be included.</p>	
5	<p>a. Charged against certain Receivables</p>	

6	<p>a. Primary security:</p> <p>i. For Working Capital Limits:</p> <p>1. First pari passu charge on all present and future book debts, stock in trade, except charge on receivables exclusive to term lenders.</p> <p>ii. For Term Loan:</p> <p>1. Exclusive charge by way of hypothecation on 1229 Axis Bank CRMs (excluding rural) between the Borrower and Axis Bank, with WDV cover of 0.5x.</p> <p>2. Exclusive charge on 1229 Axis Bank CRM Receivables under Service Provider Agreement between the Borrower and Axis Bank in respect of the deployed CRMs. Minimum gross cashflow cover of 1x to be maintained throughout the currency of the loan.</p> <p>3. Exclusive charge on Security Deposit and termination amount recoverable if any from Axis Bank under service Provider Agreement executed between Axis Bank and AGS.</p> <p>4. Irrevocable letter from the Bank confirming that they will remit all fee/charges, termination amounts arising and due to the Borrower under the agreement for the CRMs in designated account with IBL and the arrangement will not be changed without written consent from IBL.</p> <p>5. DSRA equivalent for 3 months interest to be maintained in the form of lien marked FDR.</p>
7	<p>a. Primary</p> <p>i. Bank Guarantee against 100% backed by Fixed deposit :923040074420867</p>
8	<p>a. The Facility is secured by:</p> <p>i. A first ranking exclusive hypothecation by the Corporate Debtor in favour of the Catalyst Trusteeship Limited ("Catalyst") (Security Trustee holding security interest on behalf of ABCL) over Hypothecated Property I viz. the Identified Assets as further elaborated below:</p> <p>1. a first ranking exclusive hypothecation by the Corporate Debtor in favour of Catalyst over Hypothecated Property II viz. the Trust and Retention Account ("TRA") and the Debt Service Reserve Account ("DSRA"), as elaborated below.</p> <p>b. Details of Securities available to ABCL:</p> <p>i. Pursuant to execution of financing agreement and in order to secure and create a charge on the Hypothecated Properties, the Corporate Debtor, inter- alia executed a Deed of Hypothecation dated 28.08.2023 ("Deed of Hypothecation") in favour of Catalyst, in its capacity as the Security Trustee. As per Clause 3 of the Deed of Hypothecation, the Corporate Debtor created a charge on the following:</p> <p>1. all present and future rights, titles, interests, benefits, claims and demands whatsoever of the Corporate Debtor (the Security Provider) in respect of the Identified Assets and the receivables i.e. all present and future receivables, revenues and proceeds accruing to it or any other cash inflows pursuant to the Identified Agreements, together with all benefits, rights and incidentals attached thereto or acquired and all the estate, benefit, property whatsoever of the Corporate Debtor future (collectively, the "Hypothecated Properties I"); and</p> <p>2. all the rights, interests, claims, benefits and demands of the Corporate Debtor (the Security Provider) in respect of the accounts in which amounts are required to be deposited and the DSRA, and all other assets and securities which represent the amounts in the Transaction Accounts and all the monies and other properties deposited in, credited to or required to be deposited or lying to the credit of the Transaction Accounts or liable to be credited to the Transaction Accounts, including but not limited to the Receivables and the DSRA (collectively, the "Hypothecated Properties II").</p> <p>c. The Corporate Debtor had entered into two separate agreements wherein it was to provide various services to its banking client viz. (a) with Kotak Mahindra Bank Limited dated 22.07.2021 and (b) with IDFC FIRST Bank Limited dated 03.11.2020 (collectively referred as "Identified Agreements"). Under the Facility Agreement, all receivables, revenues, proceeds, cash inflows accruing to the Corporate Debtor as well as all rights, title, interests, claims or demands of the Corporate Debtor under the Identified Agreements, both present and future are defined as Identified Assets.</p> <p>d. As per the terms of the Facility Agreement, the Corporate Debtor was to ensure that the Identified Assets pursuant to the Identified Agreements were deposited in the TRA, and it was inter alia over such monies that ABCL has security.</p> <p>e. Vide letters dated 24.08.2023 issued to Kotak Mahindra Bank Limited and IDFC FIRST Bank Limited, the Corporate Debtor intimated them that it had approached ABFL for availing certain credit facilities, for the purpose of which a first charge is being created over the cashflows under the Identified Agreements in favour of ABCL towards security and that such cashflows were to be deposited in a designated escrow account.</p>
9	<p>a. Exclusive charge by way of Hypothecation on Bank's ATM and other movable fixed assets which are part of the identified Agreement.</p> <p>b. Exclusive charge on receivable and all bank accounts, cash flow, security deposit, termination payments, etc. pertaining to the identified agreement both present and future, subject to annual cash flow cover.</p>
10	<p>The claim amount for Facility 1 is inter alia secured by the following security created in favour of the Financial Creditor (in its capacity as the security agent):</p> <p>(a) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 30th June, 2020 over the right, title and interest of the Corporate Debtor over certain identified automated teller machines ('ATMs');</p> <p>(b) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 30th June, 2020 over the right, title and interest of the Corporate Debtor over all cash flows and receivables pursuant to the contract entered into between the Corporate Debtor and ICICI Bank Limited relating to operations of certain ATMs (Identified ATM Contracts 1');</p> <p>(c) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 30th June, 2020 over the right, title and interest of the Corporate Debtor over all amounts lying to the credit of the designated account of the Corporate Debtor in which all the receivables and cashflows under the Identified ATM Contracts 1 are deposited;</p> <p>(d) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 30th June, 2020 over the right, title and interest of the Corporate Debtor over all amounts lying to the credit of the interest service reserve account opened in accordance with the Facility Agreement 1 in which the interest service reserve amounts are deposited; and</p> <p>(e) an assignment of the Borrower's rights with respect to the Identified ATM Contracts 1 by and under the Deed of Assignment dated 30th June, 2020</p> <p>The claim amount for Facility 2 is inter alia secured by the following security created in favour of the Financial Creditor (in its capacity as the security trustee):</p> <p>(a) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 25th November, 2022 over the right, title and interest of the Corporate Debtor over certain identified ATMs;</p> <p>(b) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 25th November, 2022 over the right, title and interest of the Corporate Debtor over all cash flows and receivables pursuant to the contract entered into between the Corporate Debtor and ICICI Bank Limited and Punjab National Bank (along with the relevant purchase orders) relating to operations of certain ATMs (Identified ATM Contracts 2);</p> <p>(c) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 25th November, 2022 over the right, title and interest of the Corporate Debtor over all amounts lying to the credit of the designated account of the Corporate Debtor in which all the receivables and cashflows under the Identified ATM Contracts 2 are deposited;</p> <p>(d) a first ranking and exclusive charge by way of hypothecation by and under the Unattested Deed of Hypothecation dated 25th November, 2022 over the right, title and interest of the Corporate Debtor over all amounts lying to the credit of the interest service reserve account opened in accordance with the Facility Agreement 2 in which the interest service reserve amounts are deposited;</p> <p>(e) an assignment of the Borrower's rights with respect to the Identified ATM Contracts 1 by and under the Unattested Deed of Hypothecation dated 25th November, 2022; and</p> <p>(f) a first ranking and exclusive charge by way of hypothecation by way of hypothecation by and under the Unattested Deed of Hypothecation dated 25th November, 2022 over the right, title and interest of India Transact Services Limited over all its fixed assets, current assets, non-current assets and floating assets.</p>
11	a. Assignment of receivables signed with buyer/supplier/Financier (Master Agreement dated 10.11.2022)
12	A subservient (residual) charge on the present and future Current Assets excluding factored invoices
13	The entire loan/credit facility availed by the Corporate Debtor from the Bank is inter alia secured by first Pari Passu charge over all present and future current assets of the Company except the receivables specifically charged to term loan lenders and for operating lease. (The borrower created the above security by way of hypothecation in favour of the Bank and the charge of the Bank has also registered with concerned authorities.
14	Secured by leased ATM assets as mentioned in Annexure 14 of the claim