

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 credited 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	<p>a. Assignment of receivables signed with buyer/supplier/Financier (Master Agreement dated 10.11.2022)</p>