Annexure 3

AGS Transact Technologies Limited

25-Aug-25 Date of Commencement of CIRP: List of Creditors as on:

08-Sep-25

List of secured financial creditors (Other than financial creditors belonging to any class of creditors)

	. Name of creditor	Details of claim received		Details of claim admitted						Amount of	Amount of any mutual		Amount of claim under	((Amount in
Sl. No.		Date of receipt	Amount claimed	Amount of claim admitted provisionally	Nature of claim	Amount covered by security interest	Amount covered by guarantee	Whether related party?	% of voting share in CoC	contingent claim	dues, that may be set-off		Amount of claim under verification	Remarks, if any Security Interest	
1	State Bank of India		2,18,10,67,320.76	2,18,10,67,320.76	Secured			No	29.21%	0	0	0		Refer Note 1	
2	Bandhan Bank Ltd		31,67,54,832.49	31,67,54,832.49	Secured			No	4.24%	0	0	0		Refer Note 2	
3	HDFC Bank		4,83,44,563.00	4,83,44,563.00	Secured			No	0.65%	0	0	0		Refer Note 3	
4	IDFC First Bank		1,17,94,36,280.75	1,15,71,36,280.75	Secured			No	15.50%	0	0	0	2,23,00,000.00	Refer Note 4	
5	Canara Bank		56,13,32,713.00	56,13,32,713.00	Secured			No	7.52%	0	0	0		Refer Note 5	
6	IndusInd Bank Limited		66,40,43,757.00	66,40,43,757.00	Secured			No	8.89%	0	0	0	-	Refer Note 6	
7	Axis Bank		99,51,156.00		Secured			No	0.00%	0	0	0	99,51,156.00	Refer Note 7	
8	Aditya Birla Capital		24,92,71,160.00	24,92,71,160.00	Secured			No	3.34%	0	0	0		Refer Note 8	
9	SBM Bank (India) Ltd		37,86,79,205.33	37,86,79,205.33	Secured			No	5.07%	0	0	0	-	Refer Note 9	
10	Vistra ITCL (India) Limited		1,82,64,46,309.71	1,82,64,46,309.71	Secured			No	24.46%	0	0	0	-	Refer Note 10	
11	Bank of India		8,30,67,227.00	8,30,67,227.00	Secured			No	1.11%	0	0	0	-	Refer Note 11	
	Total		7,49,83,94,525,04	7,46,61,43,369,04			_		100.00%	0	0		3,22,51,156,00		

Note: The claims are subject to change due to want of documents from the claimants and the suspended board of director

a. Primary Security i. For TL1 :-

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).

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 Agree

ii For TL2

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).

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.

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.

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

Annual cashflow (Including ICICI Bank, HDFC Bank and Axis Bank cashflows) cover (Contract value including GST/ Principal Outstanding) of not less than Ix, Make: Plant and machinery including ATM machines, Name of Manufacturer: AGSTTL and other manufacturer, Hypothecation of Plant & Machinery

b. Common Collateral Securities for both TL1 and TL2.

i. First Charge by way of registered mortgage on Factory Land & Buildings situated at Survey Number 172/3,173/3 & 173/4 Land area 4380 Sq Mtr, Building area 4370.57 Sq Mtr. Village Dabhol Nani Daman, Daman, Daman 396210, Admeasuring Total Area : Village Dabhol Nani Daman.

ii. First Charge by way of registered mortgage on Commercial Building bearing Survey Number: Plot no. 82, situated at AGS House EL-82 & 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 mts ii. Personal guarantee of Mr. Ravi Goyal

a. For Working Capital Primary: First pari-passu charge over current assets both present & future including receivables & inventories along with other working capital lenders except receivables exclusively charged to term lenders/ factored receivables.

. Title goods procure under LC

ii. All other securities as stipulated for CC facility

iii. Cash Margin @5% on LC Limit.

iv. No LC was issued . For BG:

. No BG was issued

Omnibus counter guarantee of the borrower All other securities as stipulated in CC facility Cash Margin 5% on BG Limit.

iii. Therefore, No Cash Margin was oiven.

v. Hypothecation charge created on 25,09,2023.

. Collateral: Nil

d. For Term Loan

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).

(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)

e. 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)

. Hypothecation charge created on above ATMs on 21.09,2023 (List of A TM/CRM attached)

ii. Both the credit facilities (1&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 & the Corporate Debtor. The collateral security charged in regards to the croedit 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.

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 all 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.

b. All the book debts, amounts outstanding, monies receivable (excent those 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

a. TL-1 (Deed of Hypothecation dated 09.02.2022)

The whole of borrower's tangible movable assets, both present and future, including, without limitation, including Automated Teller Machines "ATM" and ATM sites under the ATM Bank Project, all movable plant and machinery, machinery spares, computers, equipment, fixtures, implements, fittings, furniture, spare parts, tools-accessories and stores, vehicles, all receivables and other movables of the borrower, wherever installed, located, created or provided, and which are, now or hereafter, stored' brought into or are lying in the Borrower's offices, manufacturing facilities, godowns, premises or at any other place, including in the custody or control of the Borrower's agents or at any premises in the borrower's possession/ occupation, and whether now belonging to or that may, a any time during the continuance of this Deed, ("Movable Hypothecated Assets"), Mininum FACR of 0.25x shall be maintained by the Borrower on Movable Hypothecated Assets (including Automated Teller Machines "ATM" and ATM sites) and immovable fixed assets charged in favour of the Bank. b. TL-2(Deed of Hypothecation dated 12.06.2024)

"Assets" shall mean, as the context may permit or require, any or each of the Current Assets, the Moveable Properties, the Specific Assets and the Receivables.

. "Current Assets" shall means the whole of the Borrower's stocks of raw materials, goods-in-process, semi-finished goods, consumable stores and spares and such other movables, including book debts, receivables, bills, whether documentary or clean, both present and future, whether in the possession or under the control of the Borrower or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns wherever eise the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or

iii. "Moveable Properties" shall mean the whole of the Borrower's moveable properties (save and except current assotsl including its movable plant and machinery, machinery spares, tools and accessories, furniture & fixtures, non-trade receivables and other movables, both present and future, whether in the possession or under the control of the Borrower or not, whether installed or not and w now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about all the Borrower's factories, premises and godowns wherever situated or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery.

iv. "Receivables" shall mean all amounts owing to, and received and/or receivable by, the Borrower and of the Borrower's cash-in-hand, both present

. WC(Deed of Hypothecation dated 09.02.2022)

. first pari passu charge on current assets of the Borrower, present and future except those specifically charged to term lenders, Capsive Finance Pvt Limited and L&T Finance.

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, Capsive Finance Pvt Limited and L&T Finance.

d. OD & BG(Deed of Hypothecation dated 12.06.2024)

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

ii. First Pari passu charge on the receivables under SBI ATM 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 SBI ATM 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

5 a. Charged against certain Receivables

a. Primary security:

. For Working Capital Limits:

- 1. First pari passu charge on all present and future book debts, stock in trade, except charge on receivables exclusive to term lenders.
- ii. For Term Loan:
 - 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.
 - 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 Ix to be maintained throughout the currency of the loan.
 - 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.
 - 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.
 - 5. DSRA equivalent for 3 months interest to be maintained in the form of lien marked FDR.
- a. Primary
 - i. Bank Guarantee against 100% backed by Fixed deposit :923040074420867

a. The Facility is secured by:

- 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:
- 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.
- Details of Securities available to ABCL.
- 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, property between the following:
 1. 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, benefits, property whistoperorate Debtor (and the Properties I'); and
- 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 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 "Hyondhecated Properties II").
- 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.
- 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.
- 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.
- a. Exclusive charge by way of Hypothecation on Bank's ATM and other movable fixed assets which are part of the identified Agreement.
 - 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.

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):

(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');

- (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");
 (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:
- (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 (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
- 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):
- (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;
- (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 (Tdentified ATM Contracts 2);
- (e) 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 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; (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 the property of the interest service reserve account opened in accordance with the Facility Agreement 2 in which the interest service reserve amounts are deposited; (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 the Identified ATM Contracts 1 by and under the Unattested Deed of Hypothecation dated 25th November, 2022; and 1 amounts 1 and 1
- (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.
- 11 a. Assignment of receivables signed with buyer/supplier/Financier (Master Agreement dated 10.11.2022)