

CMSINFO/2308/005

August 14, 2023

To,  
**BSE Limited**  
Listing Department,  
1<sup>st</sup> Floor, PJ Towers, Dalal Street,  
Fort, Mumbai – 400 001

**National Stock Exchange of India Limited**  
Exchange Plaza, C-1, Block-G,  
Bandra Kurla Complex, Bandra (East),  
Mumbai – 400 051

**Scrip Code: 543441**

**Symbol: CMSINFO**

**Subject: Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir/Madam,

Pursuant to Regulation 30 of SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015, read with SEBI circular dated July 13, 2023, we enclose herewith the requisite details as per Annexure I attached herewith.

Kindly take the above on record.

Thanking you.

**For CMS Info Systems Limited**

**CS Praveen Soni**  
**Company Secretary & Compliance Officer**  
**(Membership No. FCS 6495)**

End: as above

**Annexure I**

**I. Corporate Guarantee given by the Company in favour of its 100% subsidiary**

**1) Corporate Guarantee given by CMS Info Systems Limited ('the Company') in favour of Kotak Mahindra Bank Ltd ('the Bank') on behalf of Securitrans India Private Limited, 100% Subsidiary of the Company**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
a)	Name(s) of parties with whom the agreement is entered	Guarantor: CMS Info Systems Limited (on behalf of its 100% subsidiary Securitrans India Private Limited) and Kotak Mahindra Bank Ltd.
b)	Purpose of entering into the agreement	For availing financial facility
c)	Size of agreement	Rs. 20 crores (Rupees Twenty crores only)
d)	Shareholding, if any, in the entity with whom the agreement is executed	No (Bank Guarantee given on behalf of 100% Subsidiary Company)
e)	Significant terms of the agreement (in brief) special rights like right to appoint Directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc	Corporate Guarantee dated 5 August 2021 in favor of Kotak Mahindra Bank Ltd for availing credit facilities viz. Cash Credit, Working Capital Demand Loan and Bank Guarantee by Securitrans India Private Limited <b><u>Amount of Credit Facilities:</u></b> 1) Rs. 20 crores (Twenty Crores only) – Cash Credit 1.1) Rs. 20 crores (Rupees Twenty-Crores only) – Working Capital Demand Loan – sub limit of cash credit 1.2 Rs. 10 crores (Rupees Ten Crores only) – Bank Guarantee limit of Cash Credit
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No Beneficiary is a 100% subsidiary of the Company.
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	It is with 100% subsidiary of the Company.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable

i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Corporate Guarantee from CMS Info Systems Limited. Lender: Kotak Mahindra Bank Ltd, Borrower: Securitrans India Pvt Ltd, Nature of Loan: Working Capital Loan Amount of Loan: Rs 20 Crores Outstanding Amount: Bank Guarantee of Rs 3 Crores Security: -First Pari passu Hypothecation charge to be shared with Yes Bank on existing and future current assets and moveable fixed Assets (excluding Vehicles)
j)	any other disclosures related to such agreements, viz., details of nominee on the Board of Directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Nil
k)	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Details of amendment: <b><u>Amendment I</u></b> - Bank vide its sanction letter dated 17 June 2014 had agreed to enhance additional facility and over-all limit of Rs. 40 crores (Rupees Forty crores only) <b><u>Amendment II</u></b> - Bank vide its sanction letter dated 13 December 2019 had agreed to reduce the facility from Rs. 40 crores (Rupees Forty crores only) to Rs. 20 crores (Rupees Twenty crores only)

2) **Corporate Guarantee given by CMS Info Systems Limited ('the Company') in favour of HDFC Bank Ltd ('the Bank') on behalf of Securitrans India Private Limited, 100% Subsidiary of the Company**

Sr. No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered	Guarantor: CMS Info Systems Limited (on behalf of its 100% subsidiary Securitrans India Private Limited) and HDFC Bank Ltd
b)	Purpose of entering into the agreement	For availing financial facility
c)	Size of agreement	Rs. 20 crores (Rupees Twenty crores only)
d)	Shareholding, if any, in the entity with whom the agreement is executed	No Corporate Guarantee given on behalf of its 100% Subsidiary.
e)	Significant terms of the agreement (in brief) special rights like right to appoint Directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	<ul style="list-style-type: none"> <li>- Bank has granted overnight vaulting facilities of Rs. 20 crores.</li> <li>- In the event of the failure, Guarantor shall bear and carry interest at the rate of 12% p.a. or such other rate as may be decided by the Bank.</li> </ul>
f)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No Beneficiary is a 100% subsidiary of the Company.
g)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	It is with 100% subsidiary of the Company.
h)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Nil
i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	As mentioned in point (e) above
j)	any other disclosures related to such agreements, viz., details of nominee on the Board of Directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Nil
k)	in case of termination or amendment	Not Applicable

	<p>of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ol style="list-style-type: none"><li>i. name of parties to the agreement;</li><li>ii. nature of the agreement;</li><li>iii. date of execution of the agreement;</li><li>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</li></ol>	
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**3) Corporate Guarantee given by CMS Info Systems Limited ('the Company') in favour of Yes Bank Ltd ('the Bank') on behalf of Securitrans India Private Limited, 100% Subsidiary of the Company**

Sr. No.	Particulars	Details
a)	name(s) of parties with whom the agreement is entered	Guarantor: CMS Info Systems Limited (on behalf of its 100% subsidiary Securitrans India Private Limited) and Yes Bank Ltd
b)	Purpose of entering into the agreement	For availing financial facility
c)	Size of agreement	Rs 40 crores (Rs Forty Crores only)
d)	Shareholding, if any, in the entity with whom the agreement is executed	No Guarantee given on behalf of 100% Subsidiary Company
e)	Significant terms of the agreement (in brief) special rights like right to appoint Directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	Corporate Guarantee dated 17 <sup>th</sup> June 2015 in favor of Yes Bank Ltd for availing credit facilities viz. Bank Guarantee, Letter of Credit, Cash Credit, Working Capital Demand Loan by Securitrans India Private Limited <b><u>Amount of Credit Facilities:</u></b> 1) Rs. 40 crores (Forty Crores only) – Bank Guarantee 1.1) Rs. 40 crores (Rupees Twenty-Crores only) – Letter of Credit and Buyers Credit – sub limit of Bank Guarantee 1.2) Rs. 5 crores (Rupees Five Crores only) –Cash Credit and Working Capital Demand Loan sub-limit of Bank Guarantee
f)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No Beneficiary is a 100% subsidiary of the Company.
g)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	It is with 100% subsidiary of the Company.
h)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Nil

i)	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis	Lender: Yes Bank Ltd, Borrower: Securitrans India Pvt Ltd, Nature of Loan: Working Capital Loan Amount of Loan: Rs 40 Crores Outstanding Amount: Bank Guarantee Amt Rs 9.26 Crores Security: -First Pari passu charge over entire current assets and moveable assets of the Company both present and future to be shared with existing lenders and excluding vehicles that are exclusively charged to other bankers -Corporate Guarantee from CMS Info Systems Limited.
j)	any other disclosures related to such agreements, viz., details of nominee on the Board of Directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Nil
k)	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Details of amendment: <b><u>Amendment I</u></b> - Bank vide its sanction letter dated 26 June 2012 had agreed to enhance additional facility and over all limit stands at Rs. 30 crores (Rupees Thirty crores only)  <b><u>Amendment II</u></b> - Bank vide its sanction letter dated 19 September 2014 had agreed to enhance additional facility and over all limit stands at Rs. 40 crores (Rupees Forty crores only)

## II. Details of Pending Material Litigation(s) / Disputes as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Case 1:

Sr. No.	Particulars	Status update
1	brief details of litigation viz. name(s) of the opposing party, court/ tribunal/agency where litigation is filed, brief details of dispute/litigation	<p><b>Parties involved:</b> Kotak Mahindra Bank Limited v/s CMS Info Systems Limited</p> <p><b>Forum:</b> Sole Arbitrator Justice M.S. Sanklecha (RETD.)</p> <p><b>Brief:</b> The dispute between CMS Info System Limited (“CMS”) and Kotak Mahindra Bank Limited (“KMBL”). KMBL has made allegations against CMS regarding the fraud and that it was committed due to the breach of the process as set out in the Agreement dated January 29, 2020 entered into between CMS and KMBL and sought damages of Rs. 9,45,75,937/- from CMS. CMS has denied all allegations. KMBL has withheld payments worth approximately Rs. 5.27 crores due to CMS under the Agreement. CMS has called upon KMBL to make the payment on various occasions as per the terms of the Agreement. However, since no payments were made CMS was compelled to invoke arbitration. Simultaneously, KMBL invoked arbitration against CMS. An arbitral tribunal was constituted via a joint letter. The matter is currently pending.</p>
2	expected financial implications, if any, due to compensation, penalty etc	Rs. 9,45,75,937/- (Rupees Nine Crores Forty-Five Lakhs Seventy-Five Thousand Nine Hundred and Thirty-Seven Only)
3	quantum of claims, if any;	Same as above
4	the details of any change in the status and / or any development in relation to such proceedings	Next date of hearing is 22 August 2023 and 23 August 2023
5	in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings	Not Applicable
6	in the event of settlement of the proceedings, details of such settlement including - terms of the settlement,	Nil

	compensation/penalty paid (if any) and impact of such settlement on the financial position of the listed entity	
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Case 2:

Sr. No.	Particulars	Status update
1	brief details of litigation viz. name(s) of the opposing party, court/ tribunal/agency where litigation is filed, brief details of dispute/litigation	<p><b>Parties involved:</b> Bhartiya Kamgar Union Sangh (“BKKM”) v. Rajiv Kaul &amp; Ors.</p> <p><b>Forum:</b> NCLT (National Company Law Tribunal), Mumbai</p> <p><b>Brief:</b> The Union filed a company application dated April 30, 2016, against Company, CMS Securitas, Rajiv Kaul, our Promoter and others, (“Application”) before the Bombay High Court (“High Court”). Vide the Application, the Union sought enforcement of certain provisions pertaining to the automatic absorption of employees, post the demerger of the ATM and cash management services business of Securitas to CMS, pursuant to a scheme of arrangement approved by the High Court and the Delhi High Court, vide their respective orders dated October 25, 2010, and January 17, 2011 (“Scheme”). The Union moved the Application before the High Court to seek interim relief, but the High Court vide an order dated May 4, 2016, adjudged that the relief sought by the Union was in the nature of final relief and consequently CMS was given an opportunity to file its reply. Subsequently, pursuant to the provisions of the Companies (Transfer of Pending Proceedings) Rules, 2016, the High Court passed an order dated January 4, 2017, transferring the matter to the National Company Law Tribunal. The matter is currently pending.</p>
2	the details of any change in the status and / or any development in relation to such proceedings	For final arguments next hearing date is 08 September 2023
3	in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings	Nil
4	in the event of settlement of	Nil

	the proceedings, details of such settlement including - terms of the settlement, compensation/penalty paid (if any) and impact of such settlement on the financial position of the listed entity	
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Case 3:

Sr. No.	Particulars	Status update
1	brief details of litigation viz. name(s) of the opposing party, court/ tribunal/agency where litigation is filed, brief details of dispute/litigation	<b>Forum:</b> District Court, Ludhiana <b>Brief:</b> On 9th June 2023, an amount of Rs. 8,60,00,300/- was robbed from the vault at the office of our company. The incident was immediately reported to Police and a complaint was filed. An amount of INR 7,14,00,700/- has been recovered by the Police.
2	expected financial implications, if any, due to compensation, penalty etc	Rs. 8,60,00,300/- (Rupees Eight Crores Sixty Lakhs and Three Hundred Only)
3	quantum of claims, if any;	Same as above
4	the details of any change in the status and / or any development in relation to such proceedings	Filed the superdari application for release of recovered cash. Next date of hearing is 18 August 2023
5	in the case of litigation against key management personnel or its promoter or ultimate person in control, regularly provide details of any change in the status and / or any development in relation to such proceedings	Nil
6	in the event of settlement of the proceedings, details of such settlement including - terms of the settlement, compensation/penalty paid (if any) and impact of such settlement on the financial position of the listed entity	Nil