Private & Confidential - For Private Circulation Only
This Disclosure Document is neither a prospectus nor a statement in lieu of a prospectus

DISCLOSURE DOCUMENT

ESS KAY FINCORP LIMITED

A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994; **CIN:** U65923RJ1994PLC009051
Registered Office: G 1-2, New Khasa Kothi, Jaipur - 302001(Rajasthan)
Telephone No.: 0141-4161300/400; **Fax No.:** +91-141-4012809
Contact Person: Mr. Atul Arora/ Mr. Vivek Singh
Email: atul@skfin.in; **Website:** www.skfin.in

DISCLOSURE DOCUMENT UNDER COMPANIES ACT 2013 AND RULES FRAMED THEREUNDER, SCHEDULE I OF SEBI (ISSUE AND LISTING OF DEBT SECURITIES) REGULATIONS, 2008 AMENDED FROM TIME TO TIME AND THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 AND RBI CIRCULAR FOR RAISING MONEY THROUGH PRIVATE PLACEMENT OF NON-CONVERTIBLE DEBENTURES (NCDS) BY NBFCs.

ISSUE: DISCLOSURE DOCUMENTS (DD) FOR THE PRIVATE PLACEMENT OF 500 SENIOR, SECURED, RATED, LISTED REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF THE FACE VALUE OF RS. 10,00,000/- (RUPEES TEN LAKH ONLY) EACH ("DEBENTURES"/ "NCDS") AGGREGATING UPTO RS. 50,00,00,000/- (RUPEES FIFTY CRORES ONLY) WITH A GREEN SHOE OPTION OF 100 SENIOR,SECURED,RATED,LISTED,REDEEMABLE,NON-CONVERTIBLE DEBENTURE OF THE FACE VAULE OF RS.10,00,000/-(RUPEES TEN LAKH ONLY)EACH("DEBENTURE"/"NCDS") AGGREGATING UPTO RS.10,00,00,000/-(RUPEES TEN CRORES ONLY).

GENERAL RISKS: For taking an investment decision, investors must rely on their own examination of the Issue and the Disclosure Document including the risks involved. The Issue has not been recommended or approved by Securities and Exchange Board of India nor does SEBI guarantee the accuracy or adequacy of this Disclosure Document. Specific attention of investors is invited to statement of "Risk Factors" contained under SECTION 3: of this Disclosure Document.

ISSUER'S ABSOLUTE RESPONSIBILTY: The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Disclosure Document contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue and as required under the Schedule I of SEBI (Issue and Listing of Debt Securities) Regulations, 2008, Section 42 of the Companies Act, 2013 and the rules framed thereunder, that the information contained in this Disclosure Document is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

CREDIT RATING: The Debentures proposed to be issued by the Issuer have been rated by "CRISIL Limited" ("Rating Agency"). The Rating Agency assigned a rating of **"CRISIL A" (Pronounced CRISIL Single A)** in respect of the Debentures. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The ratings obtained are subject to revision at any point of time in the future. The rating agency has the right to suspend, withdraw the rating at any time on the basis of new information, etc. Please refer to **ANNEXURES III** of this Disclosure Document for the letter from the Rating Agency assigning the credit rating abovementioned issued by the Rating Agency.

LISTING: The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited ("BSE").

Registrar & Share Transfer Agent
KFIN Technologies Private Limited
KFintech, Tower – B, Plot No 31 & 32,
Selenuim Building, Financial District,
Nanakramguda,
Gachibowli, Hyderabad – 500 032,
Tel: +91- 040 – 67162222
Email: compliance.corp@kfintech.com

Debenture Trustee
IDBI Trusteeship Services Limited
Asian Building, Ground Floor, 17.
R. Kamani Marg,
Ballard Estate,
Mumbai – 400001
Phone: 022 40807000
Email: deepak.avasthi@idbitrustee.com

ESS KAY FINCORP LIMITED JAIPUR

TABLE OF CONTENTS

ESS KAY FINCORP LIMITED JAIPUR

SECTION 1: DEFINITIONS AND ABBREVIATIONS

Act or Companies Act	Means Companies Act, 2013, and for any matters or affairs prior to the notification of the relevant provisions of the Companies Act, 2013, the Companies Act, 1956 and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time and shall include the rules made thereunder
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicant	Means a person who has submitted a completed Application Form to the Company
Application Form	The form used by the recipient of this Disclosure Document, to apply for subscription to the Debentures.
Application Money	Means the subscription monies paid by the Applicants at the time of submitting the Application Form
Assets	Means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with Indian GAAP at such date
Assets Under Management	Means, the loan and investment receivables on the balance sheet of the Issuer, plus the loan receivables originated and serviced by the Issuer and securitized / assigned over time, plus the loan receivables originated and serviced by the Issuer on the balance sheet of another financial institution.
Board / Board of Directors	Means the Board of Directors of the Issuer.
Business Day	Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks are normally open for business and on which money market is functioning in Mumbai.
BSE	Means BSE Limited
Capital Adequacy Ratio	Means the capital adequacy ratio prescribed by the RBI for NBFC from time to time, currently being the aggregate of Tier I Capital and Tier II Capital divided by Risk Weighted Assets
CDSL	Means Central Depository Services Limited
CERSAI	CERSAI Means Central Registry of Securitization Asset Reconstruction and Security Interest of India
CIN	Corporate Identification Number
Client Loan	Means each loan made by the Company as a lender and "Client Loans" shall refer to the aggregate of such loans.
Constitutional Documents	Means the memorandum of association and the articles of association of the Company
Control	Shall have the meaning as ascribed to the term in the Companies Act, 2013.
Current Assets	Means financial assets on the balance sheet that shall realize cash within 12 months of the relevant date, or expenses that are paid upfront.
Current Liabilities	Means financial and operational liabilities that are payable within 12 months of the relevant date.
Debentures/ NCDs	500 Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs. 10,00,000/- (Rupees Ten Lakh Only) Each ("Debentures"/ "NCDs") aggregating up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) with green shoe option of 100 Senior, Secured, Rated, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs. 10,00,000/- (Rupees Ten Lakh Only) Each ("Debentures"/ "NCDs") aggregating up to Rs. 10,00,00,000/- (Rupees Ten Crores Only)
Deed of Hypothecation	The unattested deed of hypothecation entered into/to be entered into between the Issuer and the Debenture Trustee, pursuant to which hypothecation over Hypothecated Receivables shall be created by the Issuer in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holder(s)).
Debenture Holders/ Investors	Means the Applicants whose names and addresses are set out in the Application Form and who have agreed to subscribe to the Debentures, and for any subsequent Debenture Holders, each person that fulfills the following requirements: (a) Persons who are registered as Beneficial Owners; and (b) Persons who are registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Company and the Depository from time to time, and in the event of any inconsistency between sub-paragraph (a) and (b) above, sub paragraph (a) shall prevail.

ESS KAY FINCORP LIMITED JAIPUR

Debenture Trustee	**IDBI Trusteeship Services Limited** or such other Debenture Trustee appointed by the Company from time to time.
Debenture Trustee Agreement	Agreement executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trust Deed/ DTD	Shall mean the debenture trust deed executed/to be executed by and between the Debenture Trustee and the Company which will set out the terms upon which the Debentures are being issued, security is being created over the receivables of Issuer Company and shall include the representations and warranties and the covenants to be provided by the Issuer.
Debenture Trustees Regulations	Means the Securities Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended or restated from time to time).
Demat	Means dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository
Depository	Means the depository with whom the Company has made arrangements for dematerializing the Debentures, being CDSL or NSDL.
Director(s)	Director(s) of the Issuer.
DP ID	Depository Participant Identification Number.
Due Date(s)	Any date(s) on which the holders of the Debentures thereof are entitled to any Payments (on account of coupon or principal or any charges, penalties or otherwise), whether on maturity or earlier, on exercise of the option to redeem the Debentures prior to the scheduled Maturity Date (s) or acceleration.
EFT	Electronic Fund Transfer
Event of Default	Shall mean any event, act or condition as set out in Section 0 of this Disclosure Document.
Financial Year	Means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year or the financial year of the Company used for the purposes of accounting.
Financial Indebtedness	means in relation to an entity, any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent including but not limited to: a) moneys borrowed (including moneys borrowed from shareholders); b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialized equivalent; c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value if payable by a borrower under each such transaction shall be taken into account); h) shares which are expressed to be redeemable or (B) any shares or instruments convertible into shares which are the subject of a put option or any form of buyback guarantee granted by the issuer issuing such shares or convertible instruments; i) any obligation under any put option including any form of guarantee, letter of comfort, short fall undertaking, keep fit letter or indemnity in respect of any shares or instruments convertible into shares issued by another entity; j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above l) any transactions or amounts treated as debt under generally accepted accounting standards in India and/or under Applicable Law, m) and includes all Financial Indebtedness in respect of any of the items

	referred to in paragraphs (a) to (l) above which the relevant person has irrevocably committed to incur (whether by way of issue of an irrevocable drawdown notice (or equivalent), guarantee of any such Financial Indebtedness which has been similarly committed to be incurred or otherwise), notwithstanding that no actual liability or debt exists at the time of such consideration
Final Settlement Date(s)	Shall mean the date(s) on which the Payments have been irrevocably discharged in full and the Debentures have been redeemed by the Company in full in accordance with the terms of the Transaction Documents.
GAAP	Generally Accepted Accounting Principles prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer.
Governmental Authority	Shall mean any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under any Law
Gross Loan Portfolio	Means the outstanding principal balance of all of the Company's outstanding Client Loans including current, delinquent and restructured Client Loans, and includes principal balance of all Client Loans securitized, assigned, originated on behalf of other institutions or otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever, but not Client Loans that have been charged off. It includes on balance sheet and off-balance sheet portfolio but does not include interest receivables and accrued interest.
Indian GAAP	Means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable
Indian Accounting Standard (IND AS)	Means Accounting standard adopted by companies in India and issued under the supervision of Accounting Standards Board (ASB)
Interest/Coupon	Means the interest payable on the Debentures on the Interest Payment Dates, at the Interest Rate or the Revised Interest Rate as the case may be.
Interest Rate/Coupon Rate	9.25% p.a. payable annually
Interest Payment Date(s)/Coupon Payment Date(s)	Means Payment dates on which Interest payable on the Debentures, more specifically mentioned in Annexure I of this Disclosure Document.
Interest Expense	Means all interest payable by the Company on all borrowings of the Company and all financial assistance availed by the Company from any bank, financial institution or any other person
Issue	500 Senior, Secured, Rated, Listed Redeemable, Non-Convertible Debentures of the face value of Rs. 10,00,000/- (Rupees Ten Lakh Only) Each ("Debentures"/ "NCDs"), aggregating upto Rs. 50,00,00,000/- (Rupees Fifty Crores Only) for cash at par, in dematerialized form on a private placement basis
Issuer/Company	**Ess Kay Fincorp Limited**
Law	Means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India
Liability	Means, for any date of determination, the liabilities of the Company on such date as the same would be determined in accordance with the Indian GAAP at such date.
Local Currency	Means Indian Rupees (denoted "INR" /"Rs."), the lawful currency of India
Majority Debenture Holders	Means such number of Debenture Holders collectively holding equal to or more than 51% (Fifty One percent) of the value of the Outstanding Principal Amounts of the Debentures
Material Adverse Effect	Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause, in the opinion of the Debenture Holders, a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise or prospects of the Company, which in the opinion of the Debenture Trustee is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity, legality or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder); or (d) the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document
Net Owned Funds	Has the meaning ascribed to it under Section 45IA of the RBI Act, 1934
NBFC Master Circular	Means the Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company prescribed by the RBI from time to time, as may be applicable

ESS KAY FINCORP LIMITED JAIPUR

N.A.	Not Applicable.
Non-Performing Assets/NPA	Means the aggregate of all loans, bonds and other credit facilities provided by the Issuer where one or more repayment instalments are overdue as per the threshold limits prescribed by RBI from time to time. Under IND AS accounting norms, this shall mean the total of Stage 3 assets, as defined from time to time
NSDL	Means National Securities Depository Limited
Off Balance Sheet Portfolio	Shall mean principal balance of loans securitized, assigned, originated on behalf of other institutions in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever
Obligations	Means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) obligations of the Company to the Debenture Holders or the Debenture Trustee in respect of the Debentures and as specified under the Transaction Documents including without limitation, payment of Outstanding Principal Amounts, accrued Interest, default interest (if any), additional interest, fees, commissions and all costs, charges, expenses and other monies payable by the Company in respect of the Debentures.
Outstanding Principal Amounts	Means, at any date, the Local Currency principal amount outstanding under the Debentures.
Outstanding Amounts	Means the Outstanding Principal Amounts, together with all interest, default interest, additional interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Trust Deed or any Transaction Document
Payment(s)	Shall mean any payment towards the Outstanding Amounts made/to be made or owed by the Company in relation to the Debentures.
Payment Default	Shall mean default by the Company in making any Payment on any Due Date(s).
Person	Shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof
Payment Obligations	Means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under this Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents
Purpose	the Issuer shall utilize the proceeds from the Issue for on lending purpose.
Rating Agency	CRISIL Limited, being a credit rating agency registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time or any other SEBI registered credit rating agency appointed by the Issuer from time to time
RBI	Means the Reserve Bank of India
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date(s), which shall be the date falling 7 (Seven) Calendar days prior to any Due Date(s).
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being **KFIN Technologies Private Limited** or such other registrar appointed by the company from time to time.
Register of Beneficial Owners	Means the register of beneficial owners of the Debentures maintained in the records of the Depository, as the case may be.
Register of Debenture Holders	Means the register maintained by the Company at its registered office and containing the names of the Debenture Holders
Risk Weighted Assets	Shall be calculated as per the method prescribed in the NBFC Master Circular
ROC	Means the jurisdictional Registrar of Companies
SEBI	Means the Securities and Exchange Board of India
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time.
SEBI LODR Regulations	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time
Disclosure Document	This document which sets out the information regarding the Debentures being issued on a private placement basis and has been issued pursuant to regulation 21A of the SEBI Debt Listing Regulations.
Tax	Means any present or future tax, levy, duty, charge, fees, deductions, withholdings, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay

JAIPUR

	in paying the same), now or hereafter imposed by Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the company under this Issue
TDS	Tax Deducted at Source.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in this Disclosure Document
WDM	Wholesale Debt Market.

ESS KAY FINCORP LIMITED
JAIPUR

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Disclosure Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Disclosure Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Disclosure Document to be filed or submitted to the SEBI for its review and/or approval. However pursuant to the provisions of Section 42 of the Companies Act 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Company undertakes to file the copy this Disclosure Document with the Registrar of Companies.

This Disclosure Document has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations governing private placements of Debentures by NBFCs. This Disclosure Document has been prepared solely to provide all material information about the Issuer to Eligible Investors (as defined below) to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Disclosure Document does not purport to contain all the information that any Eligible Investor may require. Further, this Disclosure Document has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Disclosure Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Disclosure Document should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Disclosure Document (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Disclosure Document or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Disclosure Document are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Disclosure Document or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Disclosure Document would be doing so at its own risk.

This Disclosure Document and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations / guidelines applicable to them for investing in this Issue. The contents of this Disclosure Document are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Disclosure Document being issued have been sent. Any application by a person to whom the Disclosure Document has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Disclosure Document shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Disclosure Document and may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Disclosure Document) without retaining any copies hereof. If any recipient of this Disclosure

JAIPUR

Document decides not to participate in the Issue, that recipient must promptly return this Disclosure Document and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Disclosure Document to reflect subsequent events after the date of Disclosure Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Disclosure Document nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Disclosure Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Disclosure Document in any jurisdiction where such action is required. Persons into whose possession this Disclosure Document comes are required to inform them of, and to observe, any such restrictions. The Disclosure Document is made available to potential Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

If required, a copy of this Disclosure Document has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Disclosure Document to the BSE should not in any way be deemed or construed to mean that this Disclosure Document has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Disclosure Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Disclosure Document has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Disclosure Document should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Disclosure Document.

2.4 DISCLAIMER CLAUSE OF RBI

The Issuer has obtained a certificate of registration issued by the RBI to carry on the activities of an NBFC under section 45 IA of the RBI Act, 1934. However, a copy of this Disclosure Document has not been filed with or submitted to the Reserve Bank of India (**"RBI"**). It is distinctly understood that this Disclosure Document should not in any way be deemed or construed to be approved or vetted by RBI. RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Issuer or for the correctness of any of the statements or representations made or opinions expressed by the Issuer and for discharge of liability by the Issuer. By issuing the aforesaid certificate of registration to the Issuer, RBI neither accepts any responsibility nor guarantee for the payment of any amount due to any Investor in respect of the Debentures.

2.5 DISCLAIMER CLAUSE OF THE SOLE ARRANGER

The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in this Disclosure Document. The only role of the Sole Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Disclosure Document as prepared by the Issuer. Without limiting the foregoing, the Sole Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Disclosure Document. Neither is the Sole Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Disclosure Document, nor it is responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of this Disclosure Document. The Sole Arranger shall be entitled to rely on the truth, correctness and completeness of this Disclosure Document. It is to be distinctly understood that the aforesaid use of this Disclosure by the Sole Arranger should not in any way be deemed or construed to mean that the Disclosure Document has been prepared, cleared, approved, scrutinized or vetted by the Sole Arranger. Nor should the

ESS KAY FINCORP LIMITED JAIPUR

contents of this Disclosure Document in any manner be deemed to have been warranted, certified or endorsed by the Sole Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Disclosure Document.

The Sole Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of this Disclosure Document does not constitute a representation or warranty, express or implied by the Sole Arranger that the information and opinions herein will be updated at any time after the date of this Disclosure Document. The Sole Arranger does not undertake to notify any recipient of any information coming to the attention of the Sole Arranger after the date of this Disclosure Document. No responsibility or liability or duty of care is or will be accepted by the Sole Arranger for updating or supplementing this Disclosure Document or for providing access to any additional information as further information becomes available.

Neither the Sole Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Disclosure Document or in any other information or communications made in connection with the Debentures.

The Sole Arranger is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of this Disclosure Document. The receipt of this Disclosure Document by any recipient is not to be constituted as the giving of investment advice by the Sole Arranger to that recipient, nor to constitute such a recipient a customer of the Sole Arranger. The Sole Arranger is not responsible to any other person for providing the protection afforded to the customers of the Sole Arranger nor for providing advice in relation to the Debentures

Each recipient of this Disclosure Document acknowledges that:

i. each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained herein; and
ii. such recipient has not relied on the Sole Arranger in connection with its investigation of the accuracy of such information or its investment decision.

2.6 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the paragraph titled "Eligible Investors" of this Disclosure Document, who shall be/have been identified upfront by the Issuer. This Disclosure Document does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai. This Disclosure Document does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.7 DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.8 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialized form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialized form. Investors will have to hold the Debentures in dematerialized form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depositary participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realization of the application money.

SECTION 3: RISK FACTORS

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential investors should carefully consider all the risk factors in this Disclosure Document for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this Disclosure Documents and reach their own views prior to making any investment decision.

i. **REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.**

Potential investors should be aware that receipt of the principal amount (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

ii. **THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.**

The Debentures may be very illiquid, and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential investors may have to hold the Debentures until redemption to realize any value.

iii. **CREDIT RISK & RATING DOWNGRADE RISK**

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

iv. **CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF NCDs.**

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

v. **TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS**

Special tax considerations and legal considerations may apply to certain types of investors. Potential investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

vi. **ACCOUNTING CONSIDERATIONS**

Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.

vii. **MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.**

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

viii. **LEGALITY OF PURCHASE**

ESS KAY FINCORP LIMITED JAIPUR

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

ix. **POLITICAL AND ECONOMIC RISK IN INDIA**

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

x. **RISKS RELATED TO THE BUSINESS OF THE ISSUER**

(a) ***All the loans provided by the Issuer are secured. However, if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected. Non-performing or low credit quality loans can negatively impact its results of operations.***

As on September 30, 2020, the gross NPA was Rs. 86.15 crores on a gross portfolio of Rs 2830.62 crores (including managed / securitized portfolio of Rs. 92.65 crores).

The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control, such as over-extended member credit that it is unaware of. If the Issuer is unable to manage its NPAs or adequately recover its loans, the results of its operations will be adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations. The Issuer's borrowers are from the middle and lower middle class segments and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that the Issuer's monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, the Issuer's financial condition and results of the Issuer's operations could be materially and adversely affected.

(b) ***Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

Non-Banking Financial Companies in India are subject to strict regulation and supervision by the RBI. The Issuer requires certain approvals, licenses, registrations and permissions for operating, including registration with the RBI as a NBFC. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. In addition, branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishment laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, its certificate of registration may be suspended or cancelled, and the Issuer shall not be able to carry on such activities.

(c) ***Issuer may be required to increase capital ratio or amount of loan loss reserves which may result in changes to business and accounting practices that would harm business and results of operations.***

The Issuer is subject to the RBI minimum capital to risk weighted assets ratio regulations. Pursuant to Section 45-IC of the RBI Act, 1934, every NBFC is required to create a reserve fund and transfer thereto a sum not less than 20.0% (Twenty Percent) of its net profit every year, as disclosed in the profit and loss account and before any dividend is declared. The Issuer is also required to maintain a minimum capital adequacy ratio of 15.0% (Fifteen Percent) in relation to aggregate risk-weighted assets and risk adjusted assigned loans. The RBI may also in the future require compliance with other financial ratios and standards. Compliance with such regulatory requirements in the future may require alteration of its business and accounting practices or take other actions that could materially harm its business and operating results

(d) ***The Issuer is exposed to certain political, regulatory and concentration of risks***

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks.

(e) ***The Issuer intends to expand into new cities / states, with no guarantee that these operations will be successful***

The Issuer plans to expand its operations in all the six (6) states in which it has a presence currently and new states across India. The Issuer believes that this strategy is advisable from a financial perspective and that it will provide risk diversification benefits and enable it to achieve its corporate objectives. However, if the Issuer is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

(f) ***Competition from other financial institutions may adversely affect the Issuer's profitability***

The Issuers considers that commercial banks and other NBFCs have generally not targeted its client base effectively. However, banks and NBFCs do offer loans to individual proprietors either on an unsecured basis or against the value of their personal property. There are also housing finance companies that provide loans to this customer group. It is possible that their activities in this sector could increase, resulting in competition that adversely affects its profitability and financial position.
The Issuer believes that its sector expertise, credit analysis and portfolio management capabilities are all sources of competitive strength and are a mitigant to this risk.

(g) ***Changes in interest rates of the loans that the Issuer can borrow could reduce profit margins***

If the cost of the loans that the Issuer receives increases, due to either market or credit movements, the net interest margin might reduce and adversely affect the Issuer's financial condition.

(h) ***Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.***

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the banking and financial services industries.

The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth.

The Issuer's business is dependent on its team of personnel who directly manage its relationships with its borrowers. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its borrowers over a period of time.

The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is high, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

(i) ***The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees***

ESS KAY FINCORP LIMITED JAIPUR

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

(j) ***The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position***

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.
In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations

ESS KAY FINCORP LIMITED JAIPUR

SECTION 4: REGULATORY DISCLOSURES

The Disclosure Document has been prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI Debt Listing Regulations.

4.1 Documents Submitted to the Exchanges

The following documents and such other documents have been required from time to time shall be submitted to the BSE if the proposed NCDs intend to get listed:

a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
b) Copy of last 3 (Three) years audited Annual Reports;
c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
d) Certified copy of the Board Resolution dated June 03, 2020 read with the resolution passed by the Executive Committee of the Board of Directors dated November 5, 2020 authorising the issuance of the Debentures;
e) Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 45,00,00,00,000/- (Indian Rupees Four Thousand and Five Hundred Crores);
f) Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to create security in respect of its borrowings under Section 180(1)(a) of the Companies Act, 2013;
g) Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to issue non-convertible debentures under Section 42 of the Companies Act, 2013;
h) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (Five) working days of execution of the same;
i) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

4.2 Documents Submitted to the Debenture Trustee

List of disclosures to be submitted to the Debenture Trustee in electronic form (soft copy) at the time of allotment of the debt securities:

a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
b) Copy of last three years audited Annual Reports;
c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
d) Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
e) An undertaking to the effect that the Company would, until the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in the SEBI LODR Regulations. Further, the Company shall promptly submit to the Debenture Trustee all the other documents/ intimations as are required to be submitted under the provisions of Regulation 56 of the SEBI LODR Regulations. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within two working days of their specific request.

ESS KAY FINCORP LIMITED JAIPUR

4.3 **Name and address of the following:**

Name:	**Ess Kay Fincorp Limited**
Registered & Corporate Office of Issuer:	G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
Compliance Officer of Issuer:	**Ms. Anagha Bangur, Company Secretary** G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
Chief Financial Officer of Issuer:	**Mr. Atul Arora,** G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
Contact Person of the Issuer	**Mr. Vivek Singh,** G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
NBFC Registration Number:	B-10.00080
Corporate Identification Number	U65923RJ1994PLC009051
Website of Issuer:	www.skfin.in
Arranger	A K Capital Services Limited 30-39, 3rd Floor, Free Press House, Free Press Journal Marg, 215, Nariman Point, Mumbai - 400 021, India.
Auditors of the Issuer	**B S R & Co. LLP** 5th Floor, Lodha Excelus Apollo Mills Compound N.M Joshi Marg, Mahalaxmi Mumbai-4000 11
Trustee to the Issue	**IDBI Trusteeship Services Limited** Asian Building, Ground Floor, 17. R. Kamani Marg, Ballard Estate, Mumbai – 400001 Phone: 022 40807000 Email: deepak.avasthi@idbitrustee.com
Registrar	**KFIN Technologies Private Limited** KFintech, Tower – B, Plot No 31 & 32, Selenuim Building, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032, Tel: +91- 040 – 67162222 Email: compliance.corp@kfintech.com
Credit Rating Agency	**CRISIL Limited** Crisil House, Central Avenue. Hiranandani Business Park, Powai, Mumbai - 400076

4.4 **A brief summary of the business/ activities of the Issuer. and its line of business containing at least following information:-**

(a) **Overview:**

Ess Kay is registered as an Asset Financing Non-Banking Financial Corporation (NBFC-AFC) with the RBI. It was incorporated in 1994 and is primarily engaged in financing of commercial vehicles – mostly light commercial vehicles and multi utility vehicles. Its corporate and registered office is in Jaipur, Rajasthan.

It provides loans primarily to first time buyers and small transporters for purchase of used vehicles. The Issuer's experienced management team, knowledge of local market, good franchise in Rajasthan, good systems and processes, control on asset quality indicators and adequate profitability are credit the positives for the company.

JAIPUR

(b) **Current Corporate Status:**

The Issuer was incorporated as a private limited company under the Companies Act of 1956 on November 21, 1994 and is registered with the Reserve Bank of India as a non-deposit accepting NBFC and converted from a private limited to public limited company under the Companies Act of 2013 on September 04, 2017. The Issuer derives the following benefits of being registered as an NBFC.

- **Access to Funds:**
  Commercial lenders have greater comfort lending to a regulated NBFC with transparent ownership. As an Issuer, Ess Kay can raise equity and offer commercial returns.

- **Diverse Funding Sources:**
  An NBFC can access commercial investors and international capital markets, diversifying away from donors or members as equity funders.

- **Commercialization:**
  Classifying Ess Kay as an NBFC increases its commercial credibility and integrates it and its clients into the formal financial sector which ultimately increases its outreach potential.

- **Mainstream Resources:**
  As a for-profit commercial NBFC, Ess Kay will be more likely to attract mainstream capital resources which Societies or Trusts would find difficult to attract.

- **Regulatory Coverage:**
  As Ess Kay grows in size, operating as an NBFC within the regulatory framework mitigates risks from political and regulatory intervention.

- **Stakeholder Involvement:**
  As an NBFC, Ess Kay can bring a variety of stakeholders to the table, including clients, management, employees and investors.

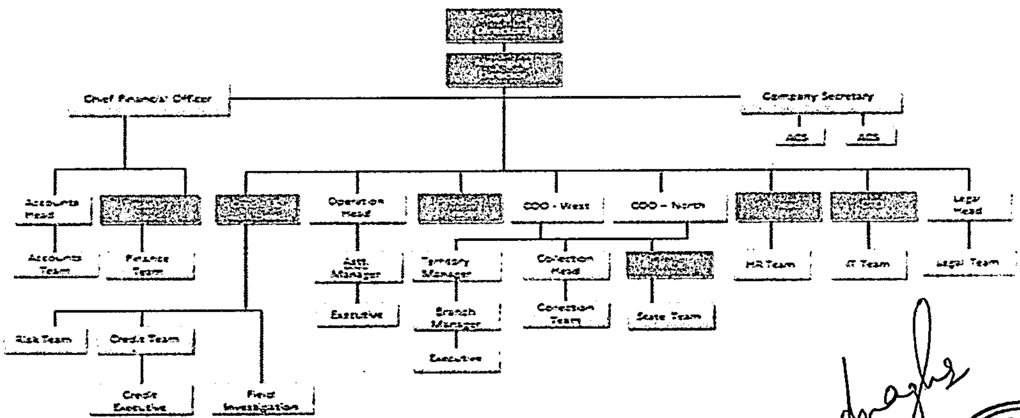
(c) Business Segments

Ess Kay lends financial assistance in the form of loans, to help meet customers' needs in the transportation life cycle from end-to-end. We finance Medium Commercial Vehicles (MCV), Light Commercial Vehicles (LCV), Multi-Utility Vehicle (MUV), Cars, Two – Wheelers and MSME financing. Apart from financing new vehicles, we have Refinancing loans available for used and pre-owned vehicles of all kinds and brands.

Product Details:

Product	Features	Purpose	Eligibility
Vehicles loans	Secured by hypothecation of vehicle	Purchase of vehicle	Self-occupied individuals
MSME	Secured by mortgage of property	Expansion of business	Self-occupied residential and commercial property Individuals

(d) **Corporate Structure**



ESS KAY FINCORP LIMITED
JAIPUR

ESS KAY FINCORP LIMITED
JAIPUR

4.5 Key Operational and Financial Parameters for the last 3 Audited years

(Rs in lakhs)

Parameters	Audited 31-Mar-18	Audited 31-Mar-19	Audited 31-Mar-20	Limited Reviewed 30-Sep-20
Net Worth	20,630	55,518	87,873	92,671
Total Debt	89763	129917	2,56,178	2,38,763
- Non-current maturities of long term Borrowings	42815	80262	* Bifurcation not available	* Bifurcation not available
- short term borrowings	8523	6505		
- Current maturities of long term Borrowings	38425	43150		
Net Fixed Assets	1230	1704	4210	4592
Non-Current Assets	69175	102226		-
Cash and Cash equivalents	2937	27761	6,237	4,250
Current investments	-	1100	13,837	7,292
Current Assets	51696	66525	-	-
Current liabilities	56944	59369	-	-
Assets Under Management	128198	200184	3,07,665	2,92,638
Off balance sheet assets	27155	47216	12,832	9,265
Interest Income	16931	28901	54,545	30,360
Interest Expense	8479	13096	23,248	14,193
Provisioning for loan portfolio	1206	2059	4777	2,033
PAT	2195	5223	7,854	4,778
Gross NPA (%)	3.37%	3.83%	4.04%	3.96%
Net NPA (%)	2.57%	2.87%	2.42%	2.28%
Recognition of NPA	90 days	90 days	90 days	90 days
Tier I Capital Adequacy Ratio (%)	16.72%	31.17%	30.62%	33.90%
Tier II Capital Adequacy Ratio (%)	3.52%	1.85%	1.04%	0.88%

*FY 2017, 2018 and 2019 are Audited as per IGAAP, while March 31, 2020 is as per Ind AS.

** Due to applicability of Ind AS, the details as per this bifurcation are not available.

4.6 Gross Debt: Equity Ratio of the Company as on October 31, 2020:

Debt to Equity as on September 30, 2020	2.58
Before the issue of debt securities (As on October 31,2020)	2.46
After the issue of debt securities (As on October 31,2020)	2.52
After the issue of green shoe (As on October 31,2020)	2.53

Calculations

As on September 30, 2020, debt-to-equity ratio is calculated as follows:

	(Rs. Crores)
Debt	2387.62
Equity	926.71
Debt/Equity	2.58

Before the issue, debt-to-equity ratio is calculated as follows:

	(Rs. Crores)
Debt	2282.25
Equity	926.71
Debt/Equity	2.46

Subsequent to the issue, debt-to-equity ratio shall be calculated as follows:

	(Rs. Crores)
Debt	2332.25
Equity	926.71
Debt/Equity	2.52

ESS KAY FINCORP LIMITED JAIPUR

Subsequent to the Green Shoe issue, debt-to-equity ratio shall be calculated as follows:

(Rs. Crores)

Debt	2342.25
Equity	926.71
Debt/Equity	2.53

4.7 **Project cost and means of financing, in case of funding of new projects:**

Not Applicable

4.8 **Any Change in Accounting policies in last 3 years**

- **Change in Accounting Policy in FY 2018-19:**

  The Company has not change in the accounting policy during the financial year ending March 31, 2019.

- **Change in Accounting Policy in FY 2017-18:** During the financial year ending March 31, 2018, the

  Company has changed the provisioning norms of standards assets from 0.35% to 0.40% based on RBI Notification No. RBI/DNBR/2016-17/45 dated September 1, 2016. Pursuant to this change, the provision on standard assets has been increased by Rs 60.27 lacs and profits have been reduced by Rs 60.27 lacs.

  During the financial year ending March 31, 2018, the Company has changed its NPA provisioning policy based on RBI Notification No. RBI/DNBR/2016-17/45 dated September 01 , 2016 pursuant to which loans outstanding for a period exceeding 90 days are classified as substandard assets and substandard assets for a period exceeding 12 months are classified as doubtful debts. Due to this, the profit for the year has been decreased by Rs 72.96 lacs.

- **Changes in 2016-17**

  - Changes in provisioning norms on NPA assets (refer pg. no 9-10 of the audited results for 2016-17).
  - Changes in provisioning policy of NPA assets.

  During the financial year ending March 31, 2017, the Company has changed the provisioning norms of standards assets from 0.30%to 0.35%. Pursuant to this change, the provision on standard assets increased by Rs 39.07 lakhs and profits has been reduced by Rs 39.07 lakhs.

  During the financial year ending March 31, 2017, the Company has changed its NPA provisioning policy based on RBI Notification No.DNBR.009/CGM(CDS)-2015 dated March 27, 2015 pursuant to which loans outstanding for a period exceeding 120 days are classified as substandard assets and sub-standard assets for a period exceeding 14 months are classified as doubtful debts. Due to this, the profit for the year has been decreased by Rs 123.51 lakhs

4.9 **Related Party Transactions for last three financial years:** As per Annexure V

4.10 **Brief History of the Company Since Its Incorporation Giving Details Of The Following Activities**

a. **Details of Share Capital as on September 30, 2020**

(Rs. in Crores)

Share Capital	Amount
Authorised Capital	
Equity Share Capital	5.75
Preference Share Capital	Nil
TOTAL	**5.75**
Issued, Subscribed and Fully Paid- up	
Equity Shares Capital	5.04
Preference Shares Capital	
TOTAL	5.04

b. **Changes in its capital structure as on September 30, 2020, for the last five years:**

(Rs. in Crores)

Date of Change (AGM/ EGM)	Change in authorized Share Capital		Particulars
	Existing	Revised	Change in capital
December 31, 2010	1.25 (E.S.)	2.50 (E.S.)	+1.25 (E.S.)
December 31, 2012	2.50 (E.S.)	4.50 (E.S.) 1.25 (P.S.)	+2.00 (E.S.) +1.25 (P.S.)
December 5,2017	4.5(E.S) 1.25 (P.S.)	5.75(E.S) 0.00 (P.S.)	+1.25(E.S)
November 9,2018	5.75 (E.S)	5.75 (E.S)	Each ES of Rs. 100 was splitted into 50 ES of Rs. 02 each.

Note:-E.S. stands for Equity Share Capital and P.S. stands for Preference Share Capital.

c. **Equity Share Capital History of the Company as on September 30, 2020, for the last five years**

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
31.03.2010	Asha Kothari	3650	100	500	1,825,000	Equity				Share transferred on 15.1.2012
	Mantra Trading Company	2000	100	500	1,000,000	Equity				Share transferred on 22.12.2011
	Vajra Trading Company	2000	100	500	1,000,000	Equity	123,150	12,315,000		Share transferred on 22.12.2011
	Ess Kay Finserve Pvt. Ltd.	3200	100	500	1,600,000	Equity				Share transferred on 22.12.2011
	Total	**10,850**	**100**	**500**	**5,425,000**	**Equity**				
31.03.2011	Shalini Setia	800	100	500	400,000	Equity				
	Arjun Das Setia	320	100	500	160,000	Equity	164,790	16,479,000		Shared Transferred on 07.07.2014
	Rajendra Kumar Setia	40520	100	500	20,260,000	Equity				
	Total	**41,640**	**100**	**500**	**20,820,000**	**Equity**				
27.12.2011	Rajendra Kumar Setia	**17,620**	**100**	**500**	**8,810,000**	**Equity**	**182,410**	**18,241,000**		
05.03.2012	BanyanTree Growth Capital LLC	**60**	**100**	**1500**	**90,000**	**Equity**	**182,470**	**18,247,000**		
31.03.2012	Shalini Setia	2368	100	2000	1,184,000	Equity				

ESS KAY FINCORP LIMITED JAIPUR

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
	Arjun Das Setia	1200	100	2000	600,000	Equity	199,518	19,951,800		Shares transferred on 16.08.2014
	Rajendra Kumar Setia	13480	100	2000	6,740,000	Equity				
	Total	**17,048**	**100**	**2000**	**34,096,000**	**Equity**				
26.03.2014	Rajendra Kumar Setia	190	100	2632	500,080	Equity	202,415	20,241,500		
	Ladder Up Corporate Advisory Private Limited	2707	100	2632	7,124,824	Equity				
	Total	**2,897**	**100**	**2632**	**7,624,904**	**Equity**				
	BanyanTree Growth Capital LLC	119,940	100	100	179,910,000	Preference	**119,940**	**11,994,000**		
31.03.2014							322,355	32,235,500		
31.03.2015							322,355	32,235,500		
31.03.2016							322,355	32,235,500		
12.11.2016	Yash Setia	13	100	NA	NA	Equity	322,355	32,235,500		Share received on 12.11.2016
	Shalini Setia	13	100	NA	Na	Equity				Share received on 12.11.2016
	Atul Arora	13	100	3790.68	49278.84	Equity				Share purchased from existing shareholder on 12.11.2016
27.03.2017	Banyan Tree Growth Capital LLC	68294	100	175.623	NA	Equity	270709	27070900		68294 Equity share issued in lieu of Compulsory Convertible preference shares
	Total	**68333**	**-**	**3790.68**	**49278.84**	**Equity**				
30.12.2017	Norwest Venture	44,468	100	12,467.26	55,43,94,117.68	Equity	350919	35091900	9919779246	Fresh Allotment

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
	Partners X – Mauritius									
	Baring Private Equity India AIF	15,963	100	12,467.26	19,90,14,871.38	Equity				Fresh Allotment
	Karma Holdings Mauritius Limited	4,817	100	12,467.26	6,00,54,791.42	Equity				Fresh Allotment
	Evolvence India Fund II LTD	14,962	100	12,467.26	18,65,35,144.12	Equity				Fresh Allotment
30.12.2017	Norwest Venture Partners X – Mauritius	41,356	100	12,467.26	51,55,96,004.56	Equity	350919	35091900	991977924.6	Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Baring Private Equity India AIF	14,845	100	12,467.26	18,50,76,474.70	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Karma Holdings Mauritius Limited	4,480	100	12,467.26	5,58,53,324.80	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Evolvence India Fund II LTD	13,914	100	12,467.26	17,34,69,455.64	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia &

ESS KAY FINCORP LIMITED JAIPUR

Date of allotment	Name of equity Shareholder	No. Shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
										Ladder Up Finance Limited
23.02.2018	Evolvence Coinvest I	28,876	100	12,467.26	36,00,04,599.76	Equity	350919	35091900	991977924.6	Transfers
26.02.2018	Rajendra Kumar Setia HUF	1,250	100	20,000.00	2,50,00,000.00	Equity	350919	35091900	991977924.6	Transfers
11.09.2018	Splited into 50 Equity Shares having FV 02 Per Share	NA	02	NA	NA	Equity	17545950	35091900	NA	Split
13.10.2018	Rajendra Kumar Setia	754650	02	NA	NA	Equity	18300600	36601200	NA	Conversion of Warrants
31.10.2018	TPG Growth IV SF Pte Limited	167703	02	596.29	99999621.87	Equity	18468303	36936606	NA	Purchase from RKS
31.10.2018	TPG Growth IV SF Pte Limited	2904835	02	596.29	1732124062.15	Equity	18756447	37512894	2802391729.41	Fresh Allotment
31.10.2018	Evolvence Coinvest I	455847	02	596.29	271817007.63	Equity	21661282	43322564		Fresh Allotment
31.10.2018	Norwest Venture Partners X – Mauritius	1354847	02	596.29	807881717.63	Equity	23016129	46032258		Fresh Allotment
21.11.2019	TPG Growth IV SF Pte. LTD.	1316497	02	1078.62	1419999994.14	Equity	24332626	486652	2345642760.20	Fresh Allotment
21.11.2019	Norwest Venture	630435	02	1078.62	679999799.70	Equity	249663061	499261		
21.11.2019	Partners X	231778	02	1078.62	250000386.36	Equity	25194839	50389678		

Notes (if any): Nil

d. **Details of any Acquisition or Amalgamation in the last 1 year:**

Nil

e. **Details of any Reorganization or Reconstruction in the last 1 year :**

Nil

4.11 **Details of the Shareholding of the Company as on the latest quarter end**

a. **Shareholding pattern of the Company as on September 30, 2020:-**

ESS KAY FINCORP LIMITED JAIPUR

Sl.	Name of Shareholder	Number of Shares	Percentage (%) of holding	Number of shares held in Demat Form
1	Rajendra Kumar Setia	1,03,27,547	40.99%	1,03,27,547
2	Shalini Setia	650	0.00%	650
3	Rajendra Kumar Setia HUF	62,500	0.25%	62,500
4	Yash Setia	650	0.00%	650
5	Bhajan Devi Setia	650	0.00%	650
6	Norwest Venture Partners X – Mauritius	62,76,482	24.91%	62,76,482
7	Baring Private Equity India AIF	15,40,400	6.11%	15,40,400

8	Karma Holdings Mauritius Limited	4,64,850	1.85%	4,64,850
9	Evolvence Coinvest 1	18,99,647	7.54%	18,99,647
10	Evolvence India Fund III Ltd	2,31,778	0.92%	2,31,778
11	TPG	43,89,035	17.42%	650
12	Atul Arora	650	0.00%	650
13.	ESOP-1	3750	0.01%	3750
	Total	**2,51,98,589**	**100.00%**	**2,51,98,589**

Notes: Shares pledged or encumbered by the promoters (if any) - Nil

b. List of top 10 holders of equity shares of the Company as on September 30, 2020

Sl.	Name of Shareholder	Number of Shares	Percentage (%) of holding	Number of shares held in Demat Form
1	Rajendra Kumar Setia	1,03,27,547	40.99%	1,03,27,547
2	Shalini Setia	650	0.00%	650
3	Rajendra Kumar Setia HUF	62,500	0.25%	62,500
4	Yash Setia	650	0.00%	650
5	Bhajan Devi Setia	650	0.00%	650
6	Norwest Venture Partners X – Mauritius	62,76,482	24.91%	62,76,482
7	Baring Private Equity India AIF	15,40,400	6.11%	15,40,400
8	Karma Holdings Mauritius Limited	4,64,850	1.85%	4,64,850
9	Evolvence Coinvest 1	18,99,647	7.54%	18,99,647
10	Evolvence India Fund III Ltd	2,31,778	0.92%	2,31,778
11	TPG	43,89,035	17.42%	650
12	Atul Arora	650	0.00%	650
13	ESOP-1	3750	0.01%	3750
	Total	**2,51,98,589**	**100.00%**	**2,51,98,589**

ESS KAY FINCORP LIMITED JAIPUR

4.12 **Following Details Regarding The Directors Of The Company:**

a. **Details of the Current Directors of the Company**

Sl.	Name of the Directors	Age	Address	DIN	Director of the company since	Director in other company
1.	Rajendra Kumar Setia *(Managing Director)*	49 yrs	2 Cha 12 Jawahar Nagar, Jaipur	00957374	21.11.1994	Nil
2.	Shalini Setia *(Whole-time director)*	47 yrs	2 Cha 12 Jawahar Nagar , Jaipur	02817624	01.01.2010	Nil
3.	Amar Lal Daultani *(Independent Director)*	64 yrs	703, Dev Plaza, Near Tejaswani Hospital Kadri, Temple Road, Mangalore, Karnataka	05228156	01.04.2016	- Devenio Optimus Advisors Private Limited - Ativir Stock Broking Private Limited - Viraj Profiles Limited
4.	Munish Dayal *(Alternative Director)*	53 yrs	H.N.LCG 804A , Sushant Lok-1,Laburnum Apartment Gurgaon, Teh – Gurgaon	01683836	26.02.2018	- Mannapuram Home Finance Limited - Proactive Data Systems Private Limited - RMZ Infratech Pvt. Ltd. - Infrasoft Technologies Limited
5.	Anand Raghvan *(Independent Director)*	58 yrs	22/1, Warren Road, Mylapore, Chennai 600004	00243485	07.04.2018	- Sterling Holiday Resort Limited - Five-Star Business Finance Limited - Five-Star Housing Finance - Private Limited - Chennai International Centre - Nani Palkhivala Arbitration Centre
6.	Akshay Tanna *(Additional Director)*	38 yrs	A/72, Darshan Apts, Mount Pleasant Road, Malabar Hill, Near Chief Ministers Bungalow, Mumbai-400006, Maharashtra	02967021	03.06.2020	- Dodla Dairy Limited - Big Tree Entertainment Private Limited - Landmark Insurance Brokers Private Limited - Lenskart Solutions Private Limited - Automark Motors Private Limited - Landmark Commercial Vehicles Private Limited - FSN E-Commerce Ventures Private Limited

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any. – None of the Directors of the Company are appearing on the RBI/ECGC defaulters list.*

ESS KAY FINCORP LIMITED JAIPUR

4.13 **Details of change in directors since last three years:**

Name	Designation	DIN	Date of Appointment	Date of Resignation	Remarks
Naval Jawaharlal Totla	Independent Director	2408585	05.03.2012	20.05.2014	Appointment & Resignation
Anshuman Goenka	Independent Director	02276712	20.05.2014	25.03.2015	Appointment & Resignation
Sanji Singhal	Nominee Director	02408616	25.03.2015	30.12.2017	Appointment & Resignation
Govind Saboo	Independent Director	06724172	29.12.2014	01.04.2016	Appointment & Resignation
Amar Chand Chug	Independent Director	07144359	25.03.2015	08.05.2018	Appointment & Resignation
Arjun Das Setia	Director	00469127	21.11.1994	29.09.2015	Appointment & Resignation
Amar Lal Daultani	Independent Director	05228156	01.04.2016	-	Appointment
Rahul Bhasin	Nominee Director	-	30.12.2017	05.09.2018	Appointment & Resignation
Munish Dayal	Nominee Director	01683836	26.02.2018	-	Appointment
R Anand	Independent Director	00243485	07.04.2018	-	Appointment
Gaurav Trehan	Nominee Director	03467781	31.10.2018	22.05.2020	Resignation
Akshay Tanna	Additional Director	02967021	03.06.2020	-	Appointment
Akshay Tanna	Director	02967021	24.09.2020	-	Change in Designation

4.14 **Brief particulars of the management of the Company:**

- **Board of Directors:**

Sl.	Name & Designation	Experience
1.	Mr. Rajendra Kumar Setia *(Managing Director & Promoter)*	He is a first-generation entrepreneur who has strong decision making skills and is a good mentor to the employees. He is a Science graduate, having rich experience of more than 2 decades in finance sector business and vehicle financing. He is also the President of Rajasthan Finance Companies Association, institution for representing interest of finance companies in the State of Rajasthan
2.	Mrs. Shalini Setia *(Whole-time Director)*	Whole-time Director of the company is Co-promoter of the Company. She has 6 years of experience in the industry. She actively participates in strategic decision making of the company. She is an eternal optimist and has promoted ethics in working environment by creating a work culture which provide a stabilized growth environment and motivation.
3.	Mr. Munish Dayal *(Nominee Director)*	He is a Senior Partner with Barings Private Equity Partners India since May 2007. He heads the investment practice in Banking, Financial Services & Insurance (BFSI) and also serves as an Operating Partner. He has over 29 years of global experience in establishing and building businesses in the BFSI industry, having worked with Citigroup for 16 years as Managing Director across major markets (London, Europe, Singapore, Middle East, Africa, India). His roles ranged from global transaction services, risk management to asset-based finance, culminating as the Regional Head of SME and Retail mass markets for Asia Pacific.
4.	Mr. Amar Lal Daultani *(Independent Director)*	A postgraduate in Economics from Agra University, joined Allahabad Bank as Management Trainee in 1978 and worked in different capacities in various branches of Allahabad Bank holding important assignments. He is a versatile banker having 34 years of rich experience in Credit, Forex and other General Banking Operations. He has completed his term of office as Executive Director of corporation bank.

ESS KAY FINCORP LIMITED JAIPUR

Sl.	Name & Designation	Experience
5.	Mr. Anand Raghavan *(Independent Director)*	Mr. Anand Raghavan, a Chartered Accountant by Profession has over 30+ years of experience with different entities like Sundaram Finance & Ernst & Young LLP. He is currently serving as special advisor in Ernst & Young LLP along-with directorship in reputed organization such as MMTC Limited, Five Star Business Limited, Five Star Housing Finance Private Limited and Sterling Holiday Resort Limited.
6.	Mr. Akshay Tanna *(Director)*	Mr. Akshay Tanna is a Partner with TPG Growth in Mumbai, and has been with TPG since 2011. Prior to joining TPG in 2011, Akshay worked for Merrill Lynch and Deutsche Bank in the Financial Institutions Investment Banking Group. Akshay graduated from the Wharton School of the University of Pennsylvania with Honors.

- **Details of Key Managerial Personnel of the Company**

Sl.	Name & Designation	Experience
1.	Mr. Atul Arora *(Chief Financial Officer)*	Mr. Atul Arora is Chartered accountant by profession, started his career with Taurian Manganese & Ferro Alloy CISA a mining company based in Ivory coast. After 2 years of international finance exposure he has joined Ess Kay Fincorp Limited in 2010. With his diverse experience gained through range of assignments handled during his stint with the company has grown along and currently holds position of Chief Financial Officer in the company.
2.	Mr. Pratit Vijayvergiya *(Chief Technology Officer)*	Mr. Pratit Vajayvergiya is a Master of Business Administration-IT from NIM and MCA from NIEM, he is been already associated with Ess kay as IT consultant since last 10 years and same time he had been associated with various NBFC's for IT advisory role and have a vast experience of 19 years in domain and earlier been associated with AU, Gravita like more Organizations.
3.	Mr. Girish Dangayach *(Chief Digital Officer)*	Mr. Girish Dangayach is a Chartered Accountant and Certified Digital Strategist from Columbia University with more than 13 years of strong experience. Previously Girish worked with Genpact, Deloitte, Accenture, KPMG and Infosys. Girish helped many global leading fortune 500 companies to transform their business processes in the area of Sales Operations, Finance, Customer Service, Procurement, HR and Manufacturing. At SK, Girish is working to build best in class processes and introducing new age digital technologies to enhance experience for customer and colleagues.
4.	Mr. Sameer Arora *(Senior Vice President (North))*	Mr. Sameer Arora a Civil Engineer by qualification has 27+ years of experience. He started his career as an entrepreneur and joined Ess Kay Fincorp in the year 2007 with ~10 years of extensive experience in the field of sales, collection and operations. With his diversified skill set he carries specialized hold on sales and marketing of financial products. He is one of the main drivers of devising new product strategies and overlooking its implementation on the ground.
5.	Mr. Ritesh Sharma *(Senior Vice President (West))*	He is MBA Finance / B.Com (Hon) having 17 years of experience in Finance Industry (Rajasthan & Gujarat State). He started career with Ess Kay Fincorp in year 1999 as a sales manager & with continue growth currently holding position of Senior Vice President (Western Region) in the company.
6.	Mr. Yash Setia *(Business Strategy Analyst)*	Mr Yash Setia, started his Career with Esskay in 2017, is involved in all business strategies and growth plans of the company. A HR College of Commerce and Economics Mumbai graduate, he has the acumen on data and technology and responsible for business development as well as profitable collection.
7.	Mr. Amarpreet Singh Batra *(Vice President (Tractor))*	Amarpreet Singh Batra, having over 15 years of experience with reputed corporates. He holds a B.Tech Degree in Mechanical Stream from SSBT's College, Jalgaon Maharashtra. Prior to joining Ess Kay ,he was heading Rajasthan State as General Manager in Magma Fincorp Limited.
8.	Mr. Mihir Vaishnav *(Vice President (Sme))*	Mihir Vaishnav graduated from Mumbai University and pursued MBA.Has corporate experience of 24 years having worked with Times Group, 20th Century Finance, GMAC, IDBI Bank, TVS Credit, and ICICI Bank. He has worked in domain of Retail Assets and Liabilities having handled product range of 20k to 2 cr which includes financing of Two Wheeler, Auto, Commercial Vehicle, Construction Equipment, Mortgage (HL & SME).

Sl.	Name & Designation	Experience
9..	Mr. Vivek Singh *(Head – Treasury)*	Mr. Vivek Singh is a Post Graduate with specialization in the field of finance, accounts, tax and international business. He is a Chartered accountant and PGDIB in International Business from India Institute of Foreign Trade (New Delhi). He started his career with Traxun Towers Limited and has spent almost 14+ years in the field of Corporate Finance in the past while working with Corporate Group's such as RPG Enterprise, Ladder up Finance Limited and Reliance ADAG.
10.	Mr. Rajeev Yadav *(Vice President (Legal))*	Rajeev Yadav PGDBM (Marketing) and a Law graduate by qualification. He has in all a total experience of 15+ years. He started his career with Cipla Limited in the year 2000 and then moved on to Hinduja Leyland Ltd, Mahindra Finance and ICICI Bank Limited. He has diversified experience of sales, compliance, collection, banking regulations of NBFCs and Bank. He heads legal department for the company and currently takes care of all the legal matters on behalf of the company.
11.	Mr. Harendra Singh Rathore *(Associate Vice President (Collection))*	Mr. Harendra started his career with Ess Kay Fincorp Limited in the year 1995. He moved on to different organization through his career and has worked with organization like GE, ICICI Bank Limited and Kotak Mahindra Bank. He started his career as an executive level manager but with his ability and understanding of geography and business has now attained the position of State Collection Manager for the state of Rajasthan. He has worked in various sphere of Collection /Debts Recovery and Risk Management during his entire stint with various organization.
12.	Ms. Anagha Bangur *(Company Secretary)*	Ms. Anagha Bangur a Company Secretary by qualification, has served in salt manufacturing company viz. with Saboo Sodium Chloro Limited which was listed on Bombay Stock Exchange. Anagha Joined Esskay Fincorp in 2013. Has experience in formulation of Group Financial Policies, Corporate Laws, Merchant Banking, Equity and Debt Listing and ensuring adherence to the statutory regulations of listed, non-listed Companies.
13.	Mr. Abhijeet Sharma *(State Collection Manager)*	Abhijit Sharma a Graduate in Law from Rajasthan University, having experience of more than 15+ years in the field of collection. He started his Career in with ICICI Bank and has worked with Airtel and Indiabulls in various positions predominantly in the state of Rajasthan and Gujarat. He is associated with of Ess Kay Fincorp since 2010 and through his acumen and ability has scaled to the level of Senior Manager (Collection).
14.	Mr. Ritesh Kumar *(Deputy Vice President Operation)*	With 5 years of field experience he joined Ess Kay in 2008 as an operation executive, with his dedication and continuous skill up-gradation, he currently holds the position on Operation Head.
15.	Mr. Anil Sharma *(Associate Vice President Accounts))*	An MBA in Human Resource from Annamalai University, having experience of 12 yrs in HR Domain with Vehicle Finance Industry. He has worked with Mahindra & Mahindra Ltd, L& T Finance, IndusInd Bank, Infosys and many other companies. He also has exposure comprising of 7 Northern states
16.	Mr. Honey Jain *(Associate Vice President Accounts)*	A Chartered Accountant and a Company Secretary by qualification, has 5 years of core accounting and auditing experience. He started his career as an Internal Audit Head in the company and is now acting as the Associate Vice President (Accounts) of the company.
17.	*Mr. Nripendra Singh (Business Head - Retail Consumers)*	Mr. Nripendra Singh is a MBA in Marketing with more than 23 years of strong experience. Previously Nripendra worked with IDFC First Bank as Business head Cross Sell business, Capital First, ICICI Bank and CEAT Tyres.

4.15 **Remuneration of directors (during the current year and last 3 (three) financial years)**

Name of the Director	Remuneration (in Lakhs)
2020	
Rajendra Kumar Setia	196.50
Shalini Setia	11.56
Amar Lal Daultani	5.50 (Sitting Fees)
Anand Raghavan	5.50 (Sitting Fees)
Munish Dayal	3.60 (Sitting Fees)
2019	
Rajendra Kumar Setia	128.20
Shalini Setia	11.71

ESS KAY FINCORP LIMITED JAIPUR

Amar Chand Chug	1.15 (Sitting Fees)
Amar Lal Daultani	4.15 (Sitting Fees)
Anand Raghavan	4.15 (Sitting Fees)
Munish Dayal	0.70
2018	
Rajendra Kumar Setia	77.13
Shalini Setia	11.13
Amar Chand Chug	4.00 (Sitting Fees)
Amar Lal Daultani	4.00 (Sitting Fees)

4.16 **Following details regarding the auditors of the Company:**

a. Details of the auditor of the Company

Name	Address	Auditor since	Remark
B S R& Co. LLP	5th Floor ,Lodha Excelus Apollo Mills Compound N.M Joshi Marg Mahalaxmi Mumbai-4000 11	11.09.2018	N.A.

b. **Details of change in auditor since last three years:-**

Name	Address	Date of Appointment	Auditor of the Company since (in case of resignation)	Remarks
Gopal Ghiya and Associates	B-49 GautamMarg Hanuman Nagar Jaipur-302021	24.11.1994	Since incorporation i.e. 24.11.1994 to 30.09.2014	Appointment & Resignation
SS Kothari Mehta	146-148 Tribhuvan Complex, Ishwar Nagar, Mathura road, New Delhi 110017	30.09.2014	30.09.2014 to 1.09.2018	Appointment & Resignation
M/s B S R & Co. LLP	5th Floor, Lodha Excelus Apollo Mills Compound N.M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra-400011	11.09.2018	-	Appointment

c. **Auditors Qualifications:**

Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Disclosure Document and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.

For the year 2015-16
Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2016-17
Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2017-18
Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2018-19
Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2019-20
Auditors' reservations or qualifications or adverse remarks: - NIL

ESS KAY FINCORP LIMITED JAIPUR

4.17 **Details of borrowings of the company, as on the latest quarter end:**

a. Details of Secured Loan Facilities as on September 30, 2020:

Name of the Bank / Institution	Type of Facility	Sanctioned Amount	O/s as on 30.09.2020	Maturity	Primary Security
RBL Bank Limited	Term Loan	22.9	3.7	28-Feb-21	Hypothecated Receivables
RBL Bank Limited	Term Loan	40	20.67	08-Mar-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	10	2.23	07-Apr-21	Hypothecated Receivables
HDFC Bank Limited	Term Loan	15	8.3	07-Sep-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	25	14.15	07-Apr-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	25	17.53	07-Sep-22	Hypothecated Receivables
The South Indian Bank Limited	Term Loan	12	0.75	25-Aug-20	Hypothecated Receivables
The South Indian Bank Limited	Term Loan	10	9	31-Mar-23	Hypothecated Receivables
Oriental Bank of Commerce	Term Loan	15	11.78	03-Apr-23	Hypothecated Receivables
Dcb Bank Limited	Term Loan	13	0.4	31-Oct-20	Hypothecated Receivables
Bank of Baroda (earlier Vijaya Bank)	Term Loan	5	1.76	01-Apr-22	Hypothecated Receivables
Indusind Bank Limited	Term Loan	25	4.1	30-Nov-20	Hypothecated Receivables
Indusind Bank Limited	Term Loan	15	10.09	30-Nov-22	Hypothecated Receivables
Utkarsh Small Finance Bank	Term Loan	20	3.38	31-Mar-21	Hypothecated Receivables
Ujjivan Small Finance Bank Ltd	Term Loan	20	2.5	31-Dec-20	Hypothecated Receivables
Ujjivan Small Finance Bank Ltd	Term Loan	20	15	31-Dec-22	Hypothecated Receivables
Kotak Mahindra Bank Limited	Term Loan	40	22.22	09-May-22	Hypothecated Receivables
Bank of Maharashtra	Term Loan	15	13.87	29-Jun-23	Hypothecated Receivables
Federal Bank Limited	Term Loan	15	7.5	28-Dec-21	Hypothecated Receivables
IDFC First Bank Limited	Term Loan	100	69.23	28-Dec-22	Hypothecated Receivables
Capital Small Finance Bank Ltd	Term Loan	10	7.85	01-Dec-22	Hypothecated Receivables
Axis Bank 2nd	Term Loan	15	10.1	30.09.2022	Hypothecated Receivables
Federal Bank Limited	Term Loan	15	10.5	21-Jun-22	Hypothecated Receivables
Utkarsh Small Finance Bank	Term Loan	15	10.94	30-Nov-22	Hypothecated Receivables
Dcb Bank Limited	Term Loan	15	12.1	01-Feb-23	Hypothecated Receivables
Indusind Bank Limited	Term Loan	35	30.62	31-Mar-24	Hypothecated Receivables
SBM	Term Loan	20	15	28-Feb-22	Hypothecated Receivables
ICICI Bank	Term Loan	10	7.08	28-Feb-22	Hypothecated Receivables

ESS KAY FINCORP LIMITED JAIPUR

State Bank of India	Term Loan	4.5	4.5	15-Jun-22	Hypothecated Receivables
Federal Bank Limited	Term Loan	20	20	28-Mar-23	Hypothecated Receivables
Kotak Mahindra Bank Limited	Term Loan	25	25	31-Mar-23	Hypothecated Receivables
Small Industries Development Bank of India II	Term Loan	15	5	10-May-22	Hypothecated Receivables
Small Industries Development Bank of India II	Term Loan	50	39	10-Apr-21	Hypothecated Receivables
Mudra	Term Loan	50	50	10-Jul-23	Hypothecated Receivables
Hinduja Leyland Finance Limited	Term Loan	7.5	0.48	31-Oct-20	Hypothecated Receivables
Hinduja Leyland Finance Limited	Term Loan	20	3.79	31-Mar-21	Hypothecated Receivables
Hinduja Leyland Finance Limited	Term Loan	22	18.83	04-Mar-23	Hypothecated Receivables
Bajaj Finance Limited	Term Loan	20	3.08	31-Mar-21	Hypothecated Receivables
Bajaj Finance Limited-II	Term Loan	25	11.81	28-Feb-22	Hypothecated Receivables
Bajaj Finance Limited -III	Term Loan	25	20.14	31-Mar-23	Hypothecated Receivables
Nabkisan Finance Limited	Term Loan	15	5.62	31-Jan-22	Hypothecated Receivables
Nabkisan Finance Limited	Term Loan	7.75	5.86	22-Apr-24	Hypothecated Receivables
Nabsamruddhi Finance Limited	Term Loan	20	17.5	29-Feb-24	Hypothecated Receivables
Manappuram Finance Limited	Term Loan	25	5.36	31-May-21	Hypothecated Receivables
Manappuram Finance Limited-II	Term Loan	50	27.23	31-Mar-22	Hypothecated Receivables
Fedbank Financial Service Limited	Term Loan	15	2.74	01-Aug-22	Hypothecated Receivables
Magma Fincorp Limited	Term Loan	10	1.27	28-Feb-21	Hypothecated Receivables
Tata Capital Finance Service Limited	Term Loan	5	1.25	30-Jun-21	Hypothecated Receivables
Fedbank Financial Service Limited	Term Loan	5	1.9	01-Jan-22	Hypothecated Receivables
Volkswagen Finance Pvt Ltd.(T.L)	Term Loan	20	8.53	01-Nov-21	Hypothecated Receivables
Vivriti Capital Private Limited	Term Loan	10	6.18	30-Sep-22	Hypothecated Receivables
Bank of Maharashtra	CC/WCDL	15	15	On Demand	Hypothecated Receivables
State Bank of India	CC/WCDL	6	6	On Demand	Hypothecated Receivables
State Bank of India - WCDL	CC/WCDL	39	39	On Demand	Hypothecated Receivables
RBL Bank Limited	CC/WCDL	5	5	On Demand	Hypothecated Receivables
HDFC Bank Limited	CC/WCDL	10	10	On Demand	Hypothecated Receivables
Au Small Finance Bank	CC/WCDL	32.85	32.85	On Demand	Hypothecated Receivables
Axis Bank	CC/WCDL	5	5	On Demand	Hypothecated Receivables
Tata Capital Finance Service Limited-WCDL	CC/WCDL	10	10	On Demand	Hypothecated Receivables

JAIPUR

Indusind Bank	CC/WCDL	10	10	On Demand	Hypothecated Receivables

(In Rs. Crores)

b. Details of Unsecured Loan Facilities (Including subordinated debt) as on September 30,2020

(Rs.in Crores)

Lender's Name	Type of Facility	Amount Sanctioned	Principal Amount O/s	Repayment Date/Schedule
IFMR FIMPACT Long Term Multi Asset Class Fund	NCD	20	20	72 Months
Reliance Mutual Fund	NCD	25	25	42 Months
IDFC First Bank Ltd (Capital First)	NCD	20	20	72 month
IFMR Capital Finance Private Limited- NCD	NCD	20	20	72 month

c. Details of Non-convertible debentures as of September 30, 2020

Debenture Series	Tenor /Period of Maturity	Coupon (Rate of Interest)	Amount (Rs in Crore)	Date of allotment	Redemption Date/ Schedule	Credit Rating	Secured / Unsecured	Including Security
192186-192385	6 Years	13.00%	20	29/09/2016	29/09/2022	CARE BBB-	Unsecured	NIL
192386-192585	72 months	13.50%	20	31/01/2017	03/02/2023	CARE BBB-	Unsecured	NIL
195586-195835	42 months	Market Linked	25	12/07/17	12/01/21	[CARE] BBB+	Unsecured	NIL
207936-210435	1277 Days	Linked to Reference Index	25	15th May 2018	Bullet Payment	CARE PP-MLD BBB+	Secured	First ranking, exclusive and continuing charge on identified receivables covering security of110.0% (One Hundred and Ten Percent) the aggregate amount of principal outstanding of the NCDs
215936-5215935	63 Months	11.1610 % coupon (equivalent to 11.75% XIRR)	50	21st December 2018	5th March 2024	CARE A-	Secured	Secured by way of hypothecation of book debts which shall be maintained at 100% of debentures outstanding.
5215936-5219935	731 days	PPMLD	36.65	07.06.2019	04.06.2021	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 120% of debentures outstanding.
5221436-5224435	48 months	12.00%	300	01.08.2019	01.08.2023	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 120.0% of debentures outstanding.

ESS KAY FINCORP LIMITED JAIPUR

5229436-5231935	36 months	0-6 months- 11.00% 7-12 months- 11.25% 13-18 months- 11.50% 19-24 months- 11.75% 25-30 months- 12.00% 31–36 Months- 12.25%	50	16.08.2019	16.08.2022	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 120.0% of debentures outstanding.
5232436-5235335	1857 Days	10.435%	290.00	11.12.2019	10.01.2025	NA	Secured	Secured by way of hypothecation of book debts which shall be maintained at 115.0% of debentures outstanding.
5235336-5236195	72 Months	12.05% p.a net of withholding tax and payable semi-annually	86	23.12.2019	23.12.2025	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 110.0% of debentures outstanding.
5236196-5236595	24 Months	Market Linked Debentures	33.60	09th January, 2020	09th January, 2022	CRISIL PP-MLD Ar/Stable	Secured	The value of security at all times equal to 1.10x times of security cover over the book debts and Pari passu charge over the immovable property in the form of land located in Chennai
5236596-5237095	36 months	RBI repo rate plus 6.85%	50.00	02/06/2020	02/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5237096-5237195	36 Months	11.25%	10.00	08/06/2020	08/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.20x times of security cover over the book debts.
5237196-5237595	36 Months	11.25%	20.00	12/06/2020	12/06/2023	CRISIL AA	Senior, Secured	As per Vivriti Omega Trust
5237596-5238095	36 Months	11.00%	50.00	16/06/2020	16/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5238096-5238345	36 Months	11.00%	25.00	18/06/2020	18/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5238346-5238595	36 Months	11.00%	25.00	22/06/2020	22/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.

5238596-5239095	18 Months	9.50%	50.00	26/06/2020	26/12/2021	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5239096-5239195	36 Months	11%	10.00	02-Jul-20	02-Jul-23	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5239196-5239945	2 years 8 Months 9 Days	10.90%	75.00	13-Jul-20	21-Apr-23	CRISIL A	Senior, Secured	The value of security at all times equal to 1.33x times of security cover over the book debts.
5239946-5240195	18 Months	9.25%	25.00	11-Aug-20	17-Feb-22	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5240246-5240945	72 months	11.40%	70.00	29-Sep-20	29-Sep-26	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5240946-5246335	824 days	Market Linked	53.90	28-Oct-20	30-Jan-23	CRISIL PP-MLD Ar/Stable	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.

(Rs.in Crores)

d. List of Top 10 Debenture Holders as on September 30, 2020: -

S. No.	Name of Debenture Holders	Amount (Rs. in Crores)
1	Franklin Tempelton	300.00
2	FMO	290.00
3	responsAbility	86.00
4	State Bank of India	75.00
5.	responsAbility	70.00
6.	AU Small Finance bank	50.00
7.	Bank of India	50.00
8.	Punjab & Sind Bank	50.00
9.	Karvy Capital	50.00
10.	Avendus PPMLD	36.65

(Rs.in Crores)

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided.

e. The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, Group Company, etc.) on behalf of whom it has been issued. – - **NIL**

f. Details of Commercial Paper: The total Face Value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in following table:- **NIL**

g. Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2020 – **NIL**

FIN CORP LIMITED JAIPUR

h. Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years - **NIL**

i. Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option – **NIL**

4.18 Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –

a) Statutory dues: - Nil
b) debentures and interest thereon; NIL
c) deposits and interest thereon; NIL
d) loan from any bank or financial institution and interest thereon. NIL

4.19 Disclosures With Regard To Litigation

A. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Disclosure Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed

- **NIL**

B. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of Disclosure Document in the case of company and all of its subsidiaries. Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Disclosure Document and if so, section-wise details thereof for the company and all of its subsidiaries.

- **NIL**

C. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.

- **NIL**

D. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons

- **NIL**

4.20 Details Of Promoters Of The Company:

Details of Promoter Holding in the Company as on September 30, 2020:

Sr. No	Name of the shareholders	Total No of Equity shares	No of shares in Demat form	Total shareholdings as % of total no of equity shares	No of shares Pledged	% of shares pledged with respect to shares owned
1	Rajendra Kumar Setia	1,03,27,547	1,03,27,547	40.99%	Nil	N.A.
2	Shalini Setia	650	650	0.00%	Nil	N.A.
3	Rajendra Kumar Setia HUF	62,500	62,500	0.25%	Nil	N.A.
4	Yash Setia	650	650	0.00%	Nil	N.A.
5	Bhajan Devi Setia	650	650	0.00%	Nil	N.A.

4.21 Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications if any*.

Profit and Loss Statement (INR)	31.03.2018 Audited	31.03.2019 Audited	31.03.2020 Audited
Interest Income	18,569.43	31,240.41	54,544.50
Less: Interest Expenses	8,945.06	13,846.22	23,248.45
Net Interest Income	**9,624.37**	**17,394.19**	**31,296.05**
Other Income	4,163.56	5,253.05	3,695.77
Total Income	**13,787.93**	**22,647.24**	**34,991.82**
Operating Expenses	8,885.62	11,858.89	14,625.84
Provisions & Write Offs	1,376.24	2,918.00	8,997.98
Operating Profit	**3,526.07**	**7,870.35**	**11,368.00**
Depreciation	233.62	321.25	817.53
Profit Before Tax	**3,292.45**	**7,549.10**	**10,550.47**
Provisions for tax	1,097.22	2,326.08	2,696.80
Profit After Tax	2,195.23	5,223.02	7,853.67

Balance Sheet (INR)	31.03.2018	31.03.2019	31.03.2020
Equity capital	350.92	460.32	503.90
Reserve & Surplus	20,279.16	55,058.14	87,368.85
TNW (A)	20,630.08	55,518.46	87,872.75
Total Non-Current Liabilities	44,802.90	84,427.05	2,64,771.24
Current Liabilities+ Provisions	56,667.23	59,369.47	-
Total Outside Liabilities (B)	44,802.90	84,427.05	2,64,771.24
Total Liabilities (A + B)	**65,432.99**	**1,39,945.51**	**3,52,643.99**
Fixed assets (Net)	1,326.73	1,710.06	4,559.70
Investments	466.67	466.67	13,836.90
Gross Advances	1,11,025.76	1,63,796.53	2,96,760.51
Less: Loan Loss Reserve	-	-	11,759.47
Net Loan Outstanding	1,11,025.76	1,63,796.53	2,85,001.04
Cash / Liquid Investments	2,937.15	27,760.67	43,281.83
Deferred Tax Assets	623.64	824.23	1,931.92
Intangible Assets	27.04	59.43	50.55
Other current assets	4,722.70	3,001.30	3,982.05
Other Non-Current Assets	970.51	1,696.10	-
Total Assets	**1,21,129.70**	**1,97,618.88**	**3,52,643.99**

Cash flow Statements: AS Per IGAAP

(Rs.in Crores)

Particulars	31-Mar-18
A) Cash Flow From Operating Activities	
Net Profit before Tax	32.92
Adjustments For:	
Contingent Provision on Standard Assets	2.88

ESS KAY FINCORP LIMITED JAIPUR

Particulars	31-Mar-18
Finance costs	84.79
Interest Income from bank deposits	(165.61)
Depreciation	2.34
Loss on Sale of Fixed Assets	0.00
Provision for employee benefits	1.63
Gain on sale of investments	(0.08)
Operating Profit Before Working Capital Changes	(22.32)
Add:	
(Increase) Decrease in receivables under financing activities (Long term)	(212.18)
(Increase) Decrease in receivables under financing activities (Short term)	(300.31)
Increase (Decrease) in Other Current Assets	20.08
Increase (Decrease) in Other Non-Current Assets	1.47
Increase (Decrease) in Other Current Liabilities	22.39
Increase (Decrease) in Other Long-term Liabilities	8.17
Increase (Decrease) in Other Long-term Provisions	(0.16)
Increase (Decrease) in Other Short-term Provisions	0.00
(Increase) Decrease in Trade Receivables	1.65
(Increase) Decrease in Bank Deposits	(4.85)
Direct tax paid	(11.59)
Interest Paid	(82.00)
Interest Received	161.23
Net Cash from Operating Activities (A)	(418.42)
B) Cash Flow From Investing Activities	
Purchase of Investments	0.00
Sale of Investments	11.92
Purchase of Fixed Assets	(5.55)
Sale of Fixed Assets	0.05
Net Cash from Investing Activities (B)	6.42
C) Cash Flow From Financing Activities	
Proceeds from issue of equity shares	0.80
Proceeds from share premium	97.28
Issuance of NCDs	185.00
Repayment of NCDs	(76.22)
Amount received from Long term borrowings	505.47
Repayment from Long term borrowings	(370.49)
Short term borrowings	39.26
Dividend tax paid	0.00
Net Cash from Financing Activities (C)	381.09
Net Increase in Cash and Cash Equivalents (A) + (B) + (C)	-30.90
Cash and Cash Equivalents at the Beginning of the Year	40.09
Cash and Cash Equivalents at the End of the Year	9.19

Cash Flow Statement: As per IND-AS

Particulars	31-Mar-19	31-Mar-20
Cash flow from operating activities		
Profit before tax	89.02	105.50
Adjustments for		
(Profit)/loss on sale of fixed asset	0.01	0.00
Finance cost incurred	118.45	218.25
Interest income accrued	-329.05	-520.84

ESS KAY FINCORP LIMITED JAIPUR

Impact on derecognition of loans sold under direct assignment transaction	-13.01	-10.37
Net (gain)/loss on FVTPL investments and derivatives	0.21	-7.53
Remeasurements of the defined benefit plans	0.00	0.00
Impairment on financial instruments	44.08	89.98
Employee share based payment expenses	0.83	1.79
Depreciation and amortization	6.04	8.18
Operating cash flow before working capital changes	**-83.43**	**-115.05**
Adjustments for working capital changes:		
Decrease in trade receivables	0.21	0.02
Increase in loans	-732.47	-1,093.46
Decrease/(Increase) in other financial assets	-24.23	6.96
Increase in other non-financial assets	-1.53	-0.70
Increase/(decrease) in other financial liabilities	25.95	-4.05
Increase in provisions	1.89	1.69
Increase in other non-financial liabilities	1.17	0.10
Increase/(decrease) in trade payables	0.00	0.00
Finance cost paid	-94.26	-241.22
Interest income received	294.00	481.00
Cash generated from operations	**-612.69**	**-964.70**
Direct taxes paid (net of refunds)	-28.61	-36.41
Net cash used in operating activities (A)	**-641.31**	**-1,001.11**
Cash flow from investing activities		
Purchase of property plant and equipment, capital work in progress and other intangible assets	-13.63	-21.63
Proceeds from sale of property plant and equipment	0.14	0.14
Investment in Fixed deposits	-185.00	-880.22
Proceeds from redemption of fixed deposits	2.99	754.28
Purchase of Investments	-11.00	-411.10
Proceeds from redemptions of investments	0.04	292.55
Net cash used in investing activities (B)	**-206.46**	**-265.98**
Cash flow from financing activities		
Proceeds from issue of shares and securities premium	296.65	235.00
Debt securities issued	600.00	902.50
Debt securities repaid	-141.55	-353.17
Borrowings other than debt securities taken	358.67	872.30
Borrowings other than debt securities repaid	-200.57	-401.24
Subordinated debts repaid	0.00	0.00
Net cash generated from financing activities (C)	**913.21**	**1,255.39**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	65.44	-11.69
Add : cash and cash equivalents as at the beginning of the year	8.62	74.06
Cash and cash equivalents as at the end of the year*	**74.06**	**62.37**

ESS KAY FINCORP LIMITED JAIPUR

*Components of cash and cash equivalents		
Balances with banks	64.36	61.36
Fixed deposits on hand	0.68	0.31
Cash on hand	9.03	0.70
	74.06	62.37

4.22 **Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors' qualifications, if any*.**

Insert half-yearly financials as on September 30, 2020

4.23 **Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.**

The Issuer hereby declares that there has been no material event, development or change having implications on the financials/credit quality at the time of issue from the position as on the date of the last audited financial statements of the Issuer, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

4.24 **Name of the Debenture Trustee and Consent thereof**

IDBI Trusteeship Services Limited has agreed to act as the trustees for and on behalf of the Debenture holder vide their letter dated October 24, 2020 and have given their consent to the Company for their appointment as the trustee under regulation 4 (4) of the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 dated June 6, 2008, as amended from time to time and in all the subsequent periodical communications sent to the holders of debt securities.

The consent letter of the trustee has been provided in **Annexure II.**

4.25 **Rating Rationale Adopted by the Rating Agencies**

The Debentures are rated **"CRISIL A"; outlook: Stable by CRISIL Limited.** Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

The rating letter has been provided in **Annexure III** of this Disclosure Document.

The Issuer /Investor reserves the right to obtain an additional credit rating at any time during the tenure of the Debentures from any SEBI registered Credit Rating Agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the Issue.

Also the Issuer reserves the right to substitute the prevailing Credit Rating to the Issue, with a credit Rating which shall be at least equivalent to the prevailing credit rating to the issue, by an alternative SEBI registered Credit Rating Agency, for full or part of the issue size, subject to the prevailing relevant regulation/rules, etc.

4.26 **If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.**

NA

4.27 **Names of all the recognized stock exchanges where the debt securities are proposed to be listed:**

As specified under Annexure 1 of this Disclosure Document for listing details.

4.28 **Other Details**

a) **Debenture Redemption Reserve Creation:**

ESS KAY FINCORP LIMITED JAIPUR

As per Section 71 of the Act, any company that intends to issue debentures must create a debenture redemption reserve to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, at present, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Company does not presently intend to create any reserve funds for the redemption of the Debentures. The Company undertakes that, if required to do so, it would create a Debenture Redemption Reserve ("**DRR**") as per the provisions of the Act and the guidelines issued by SEBI, and if during the currency of the Debentures, any guidelines are formulated (or modified or revised) by any government agency having authority under Law in respect of creation of DRR, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Trustee. Where applicable, the Company shall submit to the Trustee, within 45 (Forty-Five) days from the end of each Financial Year, a certificate issued by its auditors certifying that the Company has created and maintained the DRR in accordance with the provisions of the Act.

b) Issue / Instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act, 2013 including the notified rules thereunder, the applicable RBI guidelines and the SEBI Debt Listing Regulations, the SEBI LODR Regulations whenever applicable.

c) Application process

The application process for the Issue is as herein below of this Disclosure Document.

4.29 Issue Details

As per Annexure 1 of this Disclosure Document.

4.30 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of the Company between 10.00 am to 5.00 pm on working days.

Sl.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Certified copy of the Board Resolution dated June 03, 2020 read with the resolution passed by the Executive Committee of the Board of Directors dated November 5, 2020 authorising the issuance of the Debentures
3	Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 45,00,00,00,000/- (Indian Rupees Four Thousand and Five Hundred Crores);
4	Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to create security in respect of its borrowings under Section 180(1)(a) of the Companies Act, 2013;
5	Certified true copy of the shareholders' resolution passed by the Company at the General Meeting held on May 21, 2020 authorizing the Company to issue non-convertible debentures under Section 42 of the Companies Act, 2013;
6	Copies of Annual Reports of the Company for the last three financial years
7	Credit rating letter from the Rating Agency
9	Letter from IDBI Trusteeship Services Limited giving its consent to act as Debenture Trustee
10	Certified true copy of the certificate of incorporation of the Company
11	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and NSDL/CDSL

4.31 Details of Debt Securities Sought to be Issued

Under the purview of the current document, the Issuer intends to raise an amount upto Rs. 50,00,00,000/- (Rupees Fifty Crores only) by issue of Senior Secured Rated Listed Redeemable Non-Convertible Debentures on a private placement basis.

Please refer to **Annexure I** to this Disclosure Document for further details on the Issue.

ESS KAY FINCORP LIMITED JAIPUR

4.32 **Issue Size**

The Issuer intends to issue Senior Secured Rated Listed Redeemable Non-Convertible Debentures Issue aggregating upto 50,00,00,000/- (Rupees Fifity Crores only) as more specifically mentioned in Annexure I of this Disclosure Document.

4.33 **Price at which the security is being offered**

Each Debenture has face value of Rs.10,00,000/- (Rupees Ten Lakh only) each.

4.34 **Name and address of the valuer who performed valuation of the security offered**

The security being in the nature of debentures and being issued at par, are not required to be valued by a valuer.

4.35 **Underwriting**

The present Issue of Debentures is on private placement basis and has not been underwritten.

4.36 **Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects**

This being an Issue of NCDs, promoters or director's contribution is not required.

4.37 **Authority for the Placement**

This private placement of Debentures is being made pursuant to the resolution of the Board of Directors passed at its meeting held on June 03, 2020 read with resolution passed by Executive Committee of the Board of Directors on November 05, 2020 and shareholders resolution dated May 21, 2020 pursuant to section 42 of the Companies Act, 2013. The present issue of Rs 50 Crores is within the general borrowing limits in terms of the resolution passed under Section 180(1)(c) of the Companies Act, 2013, at the Extra Ordinary General Meeting of the shareholders of the Company held on May 21, 2020 giving their consent to the borrowing by the Directors of the Company from time to time not exceeding Rs. 4500 Crores subject to any restrictions imposed by the terms of the agreement entered into from time to time for grant of loans to the Company of all monies deemed by them to be requisite or proper for the purpose of carrying on the business of the Company. The borrowings under these Debentures will be within the prescribed limits as aforesaid.

4.38 **Utilization of the Issue Proceeds**

The issue proceeds will be to meet funding requirements of the Issuer for on lending purpose.

The Issuer undertakes that the proceeds of this Issue shall be utilized for the deployment of funds on its own balance sheet and not to facilitate resource requests of its group entities/parent Company/associates. No part of the proceeds shall be utilized directly/ indirectly towards capital markets (debt & equity), land acquisition or usages that are restricted for bank financing.

The Company undertakes that proceeds of this Issue shall not be utilized for the following purposes as specified in the RBI Master Circular No. DBOD.BP.BC.No.5/21.04.172/2015-16 dated July 1, 2015 including inter alia:

1) Bills discounted / rediscounted by NBFCs, except for rediscounting of bills discounted by NBFCs arising out of: Commercial vehicles (including light commercial vehicles) and two wheeler and three wheeler vehicles, subject to the following conditions: The bills should have been drawn by the manufacturer on dealers only; The bills should represent genuine sale transactions as may be ascertained from the chassis / engine number and; Before rediscounting the bills, the bona fides and track record of NBFCs which have discounted the bills would be verified.
2) Investments of NBFCs both of current and long-term nature, in any company / entity by way of shares, debentures, etc. However, Stock Broking Companies may be provided need-based credit against shares and debentures held by them as stock-in-trade.
3) Unsecured loans / inter-corporate deposits by NBFCs to / in any company.
4) All types of loans and advances by NBFCs to their subsidiaries, group companies / entities.
5) Finance to NBFCs for further lending to individuals for subscribing to Initial Public Offerings (IPO) and for purchase of shares from secondary market.

4.39 **Principle Terms of Assets charged as Security**

The outstanding debentures amount together with interest, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies dues from the Company shall be secured by exclusive charge via deed of hypothecation on the specific standard asset portfolio of receivables ("Company's Receivables") to be executed between the Company and the Debenture Trustee as described herein.

The Issuer undertakes:

1. Company's Receivables must be standard
2. Company's Receivables are existing at the time of selection, and have not been terminated or prepaid
3. Company's Receivables should not have been restructured or rescheduled
4. Company's Receivables are free from all Encumbrances and are not subject to any lien or charge;
5. All loans hypothecated under the deed of hypothecation should comply with RBI norms and guidelines.
6. The Company's Specific Receivables being charged must comply with all extant 'know your customer' norms specified by RBI;
7. The Company's Receivables generated from lending to Issuer's associate/s & subsidiary/s and/or Related Party shall not be considered for asset cover calculation for this issuance. No drawing power for shall be provided for Company's Specific Receivables generated from the lending to Issuer's associate/s /subsidiary/s/ Related Party.

The Company undertakes to maintain the Minimum-Security Cover of 1.10 times on the outstanding NCD amount of the Debentures along with interest thereon at all times during the tenure of the NCDs.

Non-Maintenance of minimum-security cover as mentioned above will attract 1% p.a. penalty over and above the Coupon Rate, for the period of non-maintenance of cover. However, in no case reinstatement of such security cover shall exceed 60 days from the day such cover falls below the required cover.

The Company shall have option for providing additional /replacement of security at any time during the tenure of the Debentures to ensure the Minimum-Security Cover as provided hereinabove in consultation with Debenture Trustee.

The Issuer shall execute Debenture Trust Deed and Deed of Hypothecation within three months from the Issue Closure Date. If the Issuer fails to execute the Debenture Trust Deed & Deed of Hypothecation, then the Issuer shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum above the applicable Interest Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Deemed Date of Allotment until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.

4.40 **Minimum Subscription**

As the current Issue of NCDs is being made on private placement basis, the requirement of minimum subscription as described in the SEBI Guidelines shall not be applicable and therefore the Company shall not be liable to refund the Issue subscription(s)/proceed(s) in the event of the total Issue collection falling short of Issue size or certain percentage of Issue size.

4.41 **Right to Re-purchase and Re-issue the Debenture**

The Company, subject to the prevailing guidelines, rules/regulations of Reserve Bank of India, the Securities and Exchange Board of India and other Authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the debenture holder(s), at any time prior to the date of maturity.

In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Company shall have, and shall be deemed to have had, the power to reissue the Debenture either by reissuing the same Debentures or by issuing other Debenture in their place.

Further the Company, in respect of such repurchased/redeemed Debenture shall have the power exercisable either for a part or all of those Debenture, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by law.

4.42 **Status of Debentures**

ESS KAY FINCORP LIMITED JAIPUR

The Debentures shall rank pari-passu inter se and without any preference or priority among themselves. Subject to any obligations preferred by mandatory provisions of the law prevailing from time to time, the Debentures shall also, as regards the principal amount of the Debentures, interest and all other monies in respect of the Debentures, rank pari-passu with all other present and future holders of debentures issued by the Company in the same category.
Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.

4.43 **Disclosure Clause**

In the event of default in the repayment of the principal and/or interest on the NCDs on the due dates, the Debenture Trustee and /or the Stock Exchanges and/or the Reserve Bank of India and/or SEBI will have an unqualified right to disclose or publish the name of the Issuer and its directors as defaulter in such manner and through such medium as the Investors and/or the Reserve Bank of India in their absolute discretion may think fit. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debenture Trust Deed and Debenture Trustee Agreement.

4.44 **Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.

4.45 **Force Majeure Event**

In case of happening of any force majeure event not limited to earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, economic crisis, political crises, changes in governmental regulation, hostilities, riots, or a similar occurrence the Debenture holder shall have right but not and obligation to accelerate the NCDs

4.46 **Conflict**

In case of any repugnancy, inconsistency or where there is a conflict between the conditions/covenants as are stipulated in this document and any transaction document/s to be executed by the Company, the provisions mentioned in the Debenture Trust Deed shall prevail and override the provisions mentioned elsewhere.

4.47 **Interpretation**

The terms and conditions mentioned in this disclosure document are to be read and understood in conjunction with the terms contained in the other transaction documents to be executed by the Company of this Issue.

ESS KAY FINCORP LTD
JAIPUR

SECTION 5: TRANSACTION DOCUMENTS AND KEY TERMS

5.1 Transaction Documents

The Issuer has executed/shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines/ Companies Act 2013 (as applicable) for issuance of NCDs through private placement: ("**Transaction Documents**"):

i. Debenture Trustee Agreement, which will confirm the appointment of IDBI Trusteeship Services Limited as the Debenture Trustee ("**Debenture Trustee Agreement**");

ii. Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer ("**Debenture Trust Deed**");

iii. Deed of Hypothecation whereby the Issuer will create an exclusive charge by way of hypothecation over Hypothecated Receivables in favor of the Debenture Trustee to secure its obligations in respect of the Debentures ("**Deed of Hypothecation**");

iv. Such other documents as agreed between the Issuer and the Debenture Trustee.

5.2 Representations, Warranties, And Covenants Of The Company

a. *Utilization of proceeds of the Debentures*

The Issue proceeds shall be utilized in accordance with applicable Laws.

b. *Representations and Warranties*

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of this Disclosure Document, which representations shall be true and valid and deemed to be repeated on each date until the Final Settlement Date.

c. *Status, Authority and Capacity*

i. It is a company, duly incorporated, registered and validly existing under Applicable Law.
ii. As on date, the Company is registered with the Reserve Bank of India as a non-banking financial company (NBFC).
iii. The Company has the corporate power, authority and all material permit, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted.
iv. The Company is in compliance with applicable Law for the performance of its obligations with respect to this Issue.
v. The Company represents that all consents, and actions of, filings with and notices to any Governmental Authority as may be required to be obtained by the Company in connection with the Issue has been obtained and is in full force and effect.

d. *Binding obligations*

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

e. *Corporate Matters*

i. All the legal and procedural requirements specified in the constitutional documents or required under applicable law have been duly complied with in all respects in relation to the Issue.
ii. The registers and minute books (including the minutes of board and shareholders meeting) required to be maintained by the Issuer under applicable law:
   - are up-to-date and have been maintained in accordance with applicable law;
   - comprise complete and accurate records of all information required to be recorded in such books and records; and
   - no notice or allegation that any of them are incorrect and/ or should be rectified has been received.

ESS KAY FINCORP LIMITED JAIPUR

f. *Non-conflict with other obligations*

The Issue (or any of the obligations undertaken by the Issuer in relation thereto) and the entry into and performance by the Company of, the transactions contemplated by the Transaction Documents do not and will not conflict with:

i. any Law or regulation applicable to it (including but not limited to any laws and regulations regarding anti-money laundering/ terrorism financing and similar financial sanctions);
ii. its Constitutional Documents; or
iii. any agreement or instrument binding upon it or any of its Assets (assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Issuer).

g. *Accounts and Records*

The books of accounts of the Issuer and its subsidiaries have been fairly and properly maintained, the accounts of the Issuer and its subsidiaries have been prepared in accordance with law and in accordance with applicable GAAP/ IND AS, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Issuer and its subsidiaries.

h. *Taxation Matters*

The Issuer has complied with all the requirements as specified under the respective tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Issuer to any tax authority for taxation and for any other tax or duty purposes, have been made and are correct.

i. *Power and authority*

It has the power to issue the Debentures and enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

j. *Validity and admissibility in evidence*

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required or desirable:

i. to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
ii. to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
iii. for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

k. *No default*

No Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures. No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

l. *Pari-passu ranking*

Its payment obligations under the Transaction Documents rank at least *pari-passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

m. *No proceedings pending*

JAIPUR

Except as disclosed by the Company herein, annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been started or threatened against the Company not limited to: (A) Claims, investigations or proceedings before any court, tribunal or governmental authority in progress or pending against or relating to the Issuer; (B) Unfulfilled or unsatisfied judgments or court orders of which the Issuer has notice and which is outstanding against the Issuer, (C) Any action nor has any order been passed for its winding-up, dissolution or reorganization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets), where such proceedings could result in or cause a Material Adverse Effect or on the ability of the Issuer to make the scheduled payments in relation to the Debentures.

n. *No misleading information*

i. All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

ii. It has disclosed all information in this Disclosure Document that is relevant for the Applicants to apply for subscription of the Debentures.

o. *Compliance*

i. The Company has complied with Law and save and except as specified in the Transaction Document, there has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

ii. The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.

p. *Future Borrowing*

The Company shall be entitled to make further issue of secured/unsecured non-convertible debentures and/or to borrow and/or to raise term loans or raise further funds, in any manner as deemed fit by the Company, from time to time from any persons/banks/financial institutions/body corporate or any other agency as per the prevailing guidelines/regulations of Reserve Bank of India and other authorities.
The Company may also issue secured/unsecured non-convertible debentures under the same ISIN(s) for the current and the future issues in accordance with the SEBI circular No. CIR/IMD/DF-1/67/2017 dated June 30, 2017 on "Specifications related to International Securities Identification Number (ISINs) for debt securities issued under the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and any further clarification/ amendments/circular issued thereafter.

q. *Assets*

Except for the security interest and encumbrance created and recorded with the ROC updated from time to time the company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all Assets necessary for the conduct of its business as it is being, and is proposed to be , conducted.

r. *Financial statements*

i. Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with IND AS consistently applied save to the extent expressly disclosed in such financial statements.

ii. Its financial statements most recently supplied to the Debenture Trustee give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.

ESS KAY FINCORP LIMITED
JAIPUR

s. *Solvency*

i. The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it will not be deemed by a court to be unable to pay its debts within the meaning of the applicable Law, nor in any such case, will it become so in consequence of entering into the Transaction Document.
ii. The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its indebtedness.
iii. The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
iv. The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
v. No insolvency or bankruptcy process has commenced or steps have been initiated or action has been taken under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) in respect of the Company.
vi. No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.101/21.04.048/2017-18 dated February 12, 2018 on "Resolution of Stressed Assets - Revised Framework").

t. *Security*

i. The Hypothecated Receivables are the sole and absolute property of the Company and are free from any other mortgage, charge or encumbrance and are not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority and that the Issuer has a clear and marketable title to the Security.
ii. The Transaction Documents executed or to be executed constitute and will constitute legal, valid and enforceable security interest in favor of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured prior and superior to all other security interest (unless otherwise specified) and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.
iii. It shall be lawful for the Debenture Trustee upon entering into or taking possession under the provisions herein contained of the Immovable Property, thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Issuer or any other person or persons claiming by, through, under or in trust of the Issuer and that freed and discharged from or otherwise by the Issuer sufficiently indemnified against all encumbrances and demands whatsoever.

u. *No immunity*

The Company is not entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process. Neither the Issuer nor any of its assets is entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. This Issue (and the documents to be executed in relation thereto) constitutes, and the exercise of its rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

v. *Legal and Beneficial Ownership*

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN: CIN U65923RJ1994PLC009051 on the website http://www.mca.gov.in/MCA21/index.html under the heading "Index of Charges"), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

x. *Compliance with Laws*

ESS KAY FINCORP LIMITED JAIPUR

The Company and its affiliates are generally in compliance in all respects with all Applicable Laws, including but not limited to environmental, social and taxation related laws, for them to carry on their business.

y. *Anti-terrorism Laws*

The Company and its affiliates are in compliance in all respects with all Anti-Terrorism Laws, and are adhering to all regulatory requirements pertaining to Anti-Terrorism and Anti- Money Laundering.

z. *No Corrupt Practices*

Neither the Company nor its Promoter(s) or affiliates have indulged in any corrupt practices pertaining to the business such as fraud, misappropriation of financial and other resources or gains unreported in the audited financial statements

aa. *Disclosures in Disclosure Document*

The extent of disclosures made in the Disclosure Document consistent with disclosures permitted by Government Authorities in relation to the issue of securities, borrowings made by the Company prior to the issue of the Debentures.

bb. *Audit*

The Company annual accounts are audited by an auditor from a reputable firm of independent chartered accountants.

cc. *Good Business Standard*

The Company in its business transactions with its shareholders, partners, managers, staff, affiliates or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

dd. *Proper book-keeping and accounting*

The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

ee. *Employees*

The Company is generally in compliance with all obligations under the applicable labour laws and other applicable Laws in relation to its employees.

ff. *Compliance with RBI/SEBI Regulations and the Act's Requirements*

The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable to issue debt/bonds. Any provision in the Deed which is not in compliance with regulations of the /RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto.

gg. *Material Adverse Effect*

No Material Adverse Effect has occurred and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

hh. *Illegality*

It is not illegal or unlawful for the Company to perform any of its obligations under the Transaction Documents.

ii. *Execution of Transaction Documents*

ESS KAY FINCORP LIMITED JAIPUR

i. The Transaction Documents executed or to be executed constitute/ shall constitute legal, valid and enforceable security interest in favour of the Debenture Trustee for the benefit of the Debenture Holders on all the assets thereby secured.

ii. The Transaction Documents executed or to be executed constitute legal, valid and enforceable obligations of the Company and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of the Transaction Documents and the Security thereunder have been obtained.

jj. *Nature of Representations and Warranties*

Each of the representations and warranties set out above shall be repeated on each date commencing from the date of the execution of this Deed until the Maturity Date and till the NCDs are fully redeemed.

5.3 **Company's Covenants**

1. **Affirmative Covenants**

The below are indicative only, and the Issuer may also provide additional affirmative covenants in the Transaction Documents. The Company shall:

(a) **Maintenance of Legal Validity**

The Company shall obtain and comply with the terms of, and do all that is necessary to maintain in full force and effect, all authorisations, in order to enable it to lawfully enter into and perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility as valid evidence in the courts of India, of the Transaction Documents.

(b) **Compliance with Applicable Law**

The Obligors shall comply with and fulfil all requirements under any applicable Law relating to the transaction hereunder. Further, the Obligors shall comply with all statutory requirements and stipulations in relation to its business. The Obligors shall obtain all permissions, licenses and approvals necessary for its business and shall ensure that the same shall continue to be valid and subsisting during the currency of the Issue.

(c) **Notification of Events of Default and Potential Events of Default**

The Issuer shall promptly, and in any event not later than 10 (Ten) Business Days, inform the Debenture Trustee of the occurrence or likely occurrence of any Event of Default or potential Event of Default and the steps being taken to remedy it. Upon receipt of a request to that effect from the Debenture Trustee, the Issuer shall confirm to the Debenture Trustee by submitting a certificate from one of its directors or authorised signatory that, save as previously notified to the Debenture Trustee or as notified in such confirmation/certification, no such Event of Default or potential Event of Default has occurred and is continuing.

On the question whether any of the events/circumstances have occurred/happened, which could be an Event of Default the decision of the Debenture Trustee shall be final, conclusive and binding on the Issuer and if there is any term and/or condition which is subject to interpretation then such interpretation shall be assigned to the terms and condition which is in the beneficial interests of the Debenture Holders and the Company hereby unconditionally and irrevocably agrees to the same.

(d) **Maintenance of Books and Records**

The Issuer shall maintain all of its books and records in accordance with good industry practice and in compliance with applicable Law and generally acceptable accounting principles and standards or such other standards, as is applicable to the company from time to time. The Company shall make true and proper entries of all dealings and transactions of and in relation to the business of the Issuer including in relation to the Debentures and keep the said books of accounts and all other books, register and other documents relating to the affairs of the Issuer at its registered office or, where permitted by applicable Law, at other place or places where the books of account and documents of a similar nature may be kept. The Issuer shall ensure that its accounting policies are applied on a consistent basis.

ESS KAY FINCORP LIMITED
JAIPUR

(e) **Maintenance of Licenses and Approvals**

The Issuer shall obtain and maintain all necessary licenses, permissions and approvals required for the business carried out by it and all activities of the Issuer in relation to its business shall be undertaken and continue to be undertaken in compliance with all such licenses / permissions / approvals.

(f) **Redemption of Share Capital**

The Issuer shall not, without the prior written consent of the Debenture Trustee redeem, reduce, purchase, buy-back, defease, retire, return or repay any of its share capital or resolve to do so for so long as any sums of money are due and payable to the Debenture Holder under this Issue.

(g) **Amendments to Documents**

The Issuer or the Personal Guarantor shall not, without the prior written consent of the Debenture Trustee, amend, supplement, supersede or waive any term of the Debenture Trust Deed, the irrevocable and unconditional Personal Guarantee or any of the Transaction Documents.

(h) **Arm's length basis;**

The Company shall enter into any transaction/ management contract/ or establish partnership with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) on proper commercial terms negotiated on an arm's length basis;

(i) **Notice of winding up or other legal process**

The Issuer shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company. Further, the Issuer shall notify the Debenture Trustee in writing in respect of any application under the Insolvency and Bankruptcy Code, 2016 filed by or against the Issuer, within a period of 1 (one) calendar day of becoming aware of such application;

(j) **Loss or damage by uncovered risks**

The Issuer shall promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;

(k) **Costs and expenses**

The Issuer shall pay all sums, costs, charges and expenses in any way incurred by the Debenture Trustee or any Receiver, attorney, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Debentures from the date towards protection of Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures;

(l) **Payment of Rents, etc.**

punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company (including with respect to the Mortgaged Property) as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under the Transaction Documents;

(m) **Pari Passu Ranking**

Its payment obligations under the Transaction Documents rank at least pari passu with the claims of all of its other senior creditors, except for obligations mandatorily preferred by law applying to companies generally. Following the creation of Security, its payment obligations under the Transaction Documents rank

ESS KAY FINCORP LIMITED JAIPUR

at least pari passu with the claims of all of its other senior and unsecured creditors, except for obligations mandatorily preferred by law applying to companies generally.

(n) **Preserve corporate status; authorizations**

The Issuer shall:

- diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; and '

- conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;

- promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

- comply with all applicable directions, regulations and guidelines issued by any Governmental Authority including but not limited to the issue of Debentures;

- shall promptly supply certified copies to the Trustee of any authorization required under any law or regulation to enable it to perform its obligations under the Transaction Documents (including, without limitation, in connection with any payment to be made hereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of the Transaction Documents.

(o) **Pay stamp duty**

The Issuer shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the Applicable Laws including applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(p) **Furnish information to trustee**

The Issuer shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(q) **Grievance**

The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

(r) **Specific Information to be provided to the Debenture Trustee**

The Issuer shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

- notice of any Event of Default or potential Event of Default;
- notice of any change in nature and conduct of business of the Issuer;
- periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating details of any material litigation, arbitration or administrative proceedings, etc.;
- any and all information required to be provided to the Debenture Holders; and
- the declaration or distribution of dividend;
- the Company shall notify any application filed against it by any person under the Insolvency and Bankruptcy Code, 2016 within 1 (One) calendar day of becoming aware of the same.

(s) **Comply with Investor Education and Protection Fund requirements**

The Issuer shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it. The Company hereby further agrees and undertakes that during the currency of this Issue, it shall abide by the guidelines/listing requirements, if any, issued from time to time by the SEBI/RBI;

(t) **Further assurances**

The Issuer shall

(i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;

(iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations necessary to enable it to lawfully enter into and perform its obligations under the Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of Transaction Documents ;

(iv) comply with:

- all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;
- the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
- the provisions of the Act in relation to the issue of the Debentures;
- procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and
- The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders.

(u) **Where Debenture Holder is a Foreign Investor**

In the event a Debenture Holder is a foreign portfolio investor, foreign institutional investor or sub-account of foreign institutional investors, or qualified foreign investor, the Company shall, in relation to each Interest

ESS KAY FINCORP LTD. JAIPUR

Payment Date and in relation to each date when any other payment is due by the Company under the Debentures (each a "**Relevant Payment Date**"), courier to the Debenture Holders (or their designated agent, as confirmed by the Debenture Holders) within 1 (One) Business Day after a Relevant Payment Date, the duly completed and signed Form 15 CA/CB. A scanned copy of such duly completed and signed Form 15 CA/CB shall be sent to the Debenture Holders on the Relevant Payment Date by e-mail;

(v) **Books of Account**

The Issuer shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.

(w) **Insurance**

The Issuer shall maintain insurances on and in relation to its business and assets (including the Mortgaged Property) with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with;

(x) **Corporate Governance**

(i) the Issuer shall maintain the highest standards of corporate governance in accordance with the RBI regulations;
(ii)) the Company shall at all times comply with the applicable RBI Regulations and the applicable SEBI regulations;

(y) **General**

(i) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;
(ii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;
(iii) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;
(ii) the Company shall at all times act and proceed in relation to its affairs and business in compliance with Law; and

(z) **Access**

The Issuer shall permit the Debenture Trustee and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

(i) check the management of the funds made available through subscription to the Debentures;
(ii) inspect and take copies and extracts from the books, accounts and records of the Company;
(iii) visit and inspect the premises of the Company; and
(iv) meet and discuss matters with senior management of the Company.

(aa) **Other Covenants**

a. In case of Event of Default, amount outstanding would be first appropriated towards the cost, charges and expenses, penal Coupon, normal Coupon and then towards principal outstanding.

JAIPUR

b. The Issuer gives consent for the disclosure of all or any such information and data relating to the Issuer or to the Loans or defaults, as the Debenture Holder/s/ Debenture Trustee may deem appropriate and necessary to the CIBIL, or any institution or any other agencies authorized by RBI or under Applicable Law.

c. The Issuer agrees that in case of the Issuer fails in discharging its liability in repayment of the principal amount of the Loan(s) or payment of Coupon as demanded by the Debenture Holder/s/ Debenture Trustee, the Debenture Holder/s/ Debenture Trustee and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name of its directors as defaulters in such manner and through medium as the Debenture Holder/s/ Debenture Trustees and/or Reserve Bank of India may think fit.

The Issuer shall be responsible to do all the statutory compliance as may be prescribed by the regulator relating to the aforementioned NCDs.

2. Negative Covenants

The Issuer shall not undertake the to do any of the following:

a. M&A, acquisition, restructuring, amalgamation without prior written consent to Debenture Holders over and above 10% of the Networth of the Issuer in a financial year
b. The Issuer shall not, without the written consent to Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its payment obligations in relation to the Debentures.
c. The issuer will not reduce its share capital without the Debenture Holders' prior written consent
d. Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee
e. Issuer shall not change its financial year-end from 31st March (or such other date as may be approved by Debenture Holders) without prior consent of the Debenture Trustee. This consent would not be required if the change is regulatory or statutorily mandated.
f. Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with prior written consent to the debenture holder
g. No dividend, if an Event of Default has occurred and is subsisting.
h. Not undertake any new major new business outside financial services or any diversification of its business outside financial services, without prior consent to NCD holders

3. Reporting Covenants

The Company shall comply all the reporting to the respective stakeholder, during the entire tenor and till all amounts due on the NCDs are duly repaid as per the applicable regulations as may be amended from time to time:

5.4 Events of Defaults:

Each of the following shall constitute an Event of Default with respect to the Debentures and shall be set out in the Transaction Documents:

(i) The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed of the Debentures (whether at scheduled maturity, by acceleration, as a result of Debenture Holders exercising the Optional Accelerated Redemption or otherwise) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) calendar day of its due date;

(ii) The Issuer fails to create charge over security and execute Debenture Trust Deed within stipulated time lines.

(iii) Failure to perfect the security and file requisite forms with ROC within stipulated timeline.

(iv) Non- Maintenance of the stipulated minimum security cover.

ESS KAY FINCORP LIMITED JAIPUR

(v) Except for point (i), (ii), (iii), & (iv) ,The breach of any terms, covenants (including but not limited to negative covenants, affirmative covenants, reporting covenants), obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents including maintenance of Security Cover and such breach has continued for a period of 30 (Thirty) calendar days

(vi) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;

(vii) Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee / Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.

(viii) There shall have occurred Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 30 (Thirty) calendar days.

(ix) Non-sharing of information of the Company as per the "Reporting Covenant" within stipulated timelines or such other information required by the Debenture Trustee/ Debenture Holder from time to time.

(x) Any corporate action, legal proceedings or other procedure or step is taken in relation:
 (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
 (b) composition, compromise, assignment or arrangement with any creditor of the Company;
 (c) the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer,
 (d) enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction
 (e) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.

(xi) The Disclosure Document or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.

(xii) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.

(xiii) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(xiv) Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.

(xv) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof

(xvi) The listing of the Debentures ceases or is suspended at any point of time prior to the Maturity Date if it gets listed, except if the Debentures are delisted in accordance with the consent of the Majority Debenture Holder(s).

(xvii) The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(xviii) Insolvency, winding up, liquidation.

(xix) Erosion of 50% or more of the Company's Net-worth.

ESS KAY FINCORP LIMITED JAIPUR

(xx) Creditor's processes initiated against the Issuer

(xxi) Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the Issuer/Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer.

(xxii) The Promoter/s or the Directors or the Key Managerial Personnel of the Company are accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or declared as willful defaulters which otherwise impinges on the integrity of the promoter/s and/or director or key managerial personnel, including any accusations, charges and/or convictions of any offence relating to bribery

(xxiii) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days

(xxiv) Cross default:

An event of default shall arise if the Company/Promoter of the Issuer:

a. defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or
b. defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or
c. due to any default or an event of default, any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.

Upon occurrence of any of the aforesaid Event of Default, the Debenture Trustee may by a notice (unless instructed otherwise by the any of the Debenture Holders) in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following:

i. require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid Coupon, and other costs, charges and expenses incurred under or in connection with the Transaction Documents;
ii. declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable)
iii. accelerate the redemption of the Debentures;
iv. enforce such security in such a manner as the Debenture Holders may deem fit;
v. Appoint a nominee director in accordance with the applicable Laws;
vi. Exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.

5.5 Dividend

As long as Event of Default subsists or if the Debenture Trustee has exercised any of the remedies under Clause above, then until the rectification of the Event of Default or until the redemption of the Debentures in full to the satisfaction of the Debenture Trustee, the Company shall not, declare or pay any dividend or make any distribution of its share capital or purchase or redeem or otherwise acquire any part of its own share capital or in any other way transfer funds from the Company to the shareholders.

5.6 Notice on the Occurrence of an Event of Default

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default, has happened, the Company shall, forthwith, and in any event within 5 (Five) Calendar Days after the Company obtains or reasonably should have obtained actual knowledge thereof, give notice thereof to the Debenture Holders and the Debenture Trustee in writing specifying the nature of such Event of Default, or of such event.

5.7 Right to Disclose/Publish the Names of the Company and its Directors as Defaulters

ESS KAY FINCORP LIMITED
JAIPUR

In the event of the Company committing default in the repayment of any instalment in relation to the Debentures or the payment of interest on the applicable Due Dates, the Debenture Holders/Debenture Trustee shall have an unqualified right to disclose the name of the Company and its directors to RBI/or any other statutory/regulatory authority. The Trustee and/or RBI and/or any other Governmental Authority shall have the right to publish the name of the Company and its directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities made on private placement, the following disclosures are required to be made vide *SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2016 w.e.f. 25-05-16*:

(A) **Name of the Bank declaring the entity as a Wilful Defaulter:** NIL

(B) **The year in which the entity is declared as a Wilful Defaulter:** NIL

(c) **Outstanding amount when the entity is declared as a Wilful Defaulter:** NIL

(D) **Name of the entity declared as a Wilful Defaulter:** NIL

(E) **Steps taken, if any, for the removal from the list of Wilful defaulters:** NIL

(F) **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions:** NIL

ESS KAY FINCORP LIMITED
JAIPUR

SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Companies Act, 2013, the Memorandum and Articles of Association of the Issuer, the terms of this Disclosure Document read with the other Transaction Documents, the Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

7.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debentures shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013 and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holder(s) maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

7.2 Debentures held in Dematerialized Form

The Debentures shall be held in dematerialized form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by /fund transfer/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate corporate action.

The list of beneficiaries as of the Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

7.3 Trustee for the Debenture Holder(s)

The Issuer has appointed IDBI Trusteeship Services Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intends to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder(s) shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Transaction Documents of shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

In the case of a delay in the execution of Debenture Trust Deed and the Deed of Hypothecation, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over and above the applicable Coupon Rate until such time the conditions have been complied with at the option of the Investor.

7.4 Sharing of Information

The Issuer may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

7.5 Default in Payment and/ or Listing

In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast 2% p.a. over the coupon rate will be payable by the Company for the defaulting period.

In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company will pay penal interest of atleast 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.

7.6 Debenture Holder(s) not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Companies Act, 2013. The Debentures shall not confer upon the Debenture Holder(s), the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

7.7 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in this Disclosure Document or other Transaction Documents, which in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

7.8 Right to accept or reject Applications

The Board of Directors/Committee of the Company reserves it's full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

7.9 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holder(s) through registered post, recognized overnight courier service, hand delivery or by facsimile transmission addressed to such Debenture Holder(s) at its/his registered address, e-mail or facsimile number.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, recognized overnight courier service, hand delivery, e-mail or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number as may be notified by the Issuer from time to time through suitable communication. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".

Notice(s) shall be deemed to be effective (a)in the case of registered mail, 5 (Five) Business Days after posting via certified or registered mail, return receipt requested; (b)1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business day delivery(c) in the case of facsimile at the time when dispatched with a report confirming proper transmission; (d) in the case of personal delivery, at the time of delivery or (e) or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 hours of sending such email).

ESS KAY FINCORP LIMITED JAIPUR

7.10 **Issue Procedure**

- **Bidding Process**

  This Disclosure Document has been drafted in compliance with the SEBI ILDS Regulations, the Memorandum and Articles of Association and all other Applicable Laws. This section applies to all Eligible Participants. Please note that all Eligible Participants are required to make payment of the full application amount in accordance with the Operational Guidelines.

- **Who can bid?**

  All Eligible Participants comprising of investors specifically mapped by the Issuer on the BSE EBP platform, are eligible to bid for this Issue.
  All Eligible Participants are required to comply with the relevant regulations/ guidelines applicable to them for investing in this Issue in accordance with the norms approved by the Government of India, RBI or any other statutory body from time to time, including but not limited to the Operational Guidelines in relation to the relevant EBP for investing in this Issue.
  The final subscription to the Debentures shall be made by the Eligible Investors through EBM as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP during the Issue period.

- **Right to Accept or Reject Bids**

  The Issuer reserves its full, unqualified and absolute right to accept or reject any application for bid, in part or in full, without assigning any reason thereof in accordance with the Operational Guidelines.

- **Manner of Bidding**

  The Issue will be through open bidding on the EBP platform in line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 or such other circular issued from time to time.

- **Manner of settlement**

  Settlement of the Issue will be done through the escrow account of the Issuer and the account details are given in the section on 'Payment Mechanism' of this Disclosure Document.

- **Provisional or Final Allocation**

  Allocation shall be made on a pro rata basis in the multiples of the bidding lot size, i.e., in multiples of Rs. 10,00,000 (Rupees Ten Lakh Only). Post completion of bidding process, the Issuer will upload the provisional allocation on the BSE EBP platform. Post receipt of details of the successful bidders, the Issuer will upload the final allocation file on the BSE-EBP platform.

- **Method of Allotment**

  The allotment will be done on the basis as mentioned in the respective issue addendum in line with EBP Guidelines.

- **Settlement cycle**

  The process of pay-in of funds by investors and pay-out to Issuer will be done on T+1 day or T+2 as more specifically mentioned in the respective issue Addendum , where T is the Bidding day. For further, details, please see below section named 'Settlement Process'.

- **How to bid?**

  All Eligible Participants will have to register themselves as a one-time exercise (if not already registered) under the BSE EBP platform offered by BSE for participating in the electronic book mechanism. Eligible Participants will also have to complete the mandatory KYC verification process.

<u>Eligible Participants should refer to the Operational Guidelines</u>.

ESS KAY FINCORP LIMITED JAIPUR

The details of the Issue shall be entered on the BSE EBP platform by the Issuer at least 2 (two) working days prior to the Issue / Bid Opening Date, in accordance with the Operational Guidelines. The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer's bidding announcement on the BSE – EBP platform, at least 1 (one) working day before the start of the Issue / Bid Opening Date. A bidder will only be able to enter the amount while placing their bids in the BSE – EBP platform, since the proposed issue is a fixed rate/coupon issue.

Payment Mechanism

Payment of subscription money for the Bonds should be made by the Identified Investors as notified by the Issuer.

The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Ltd (ICCL)

List of Designated Banks is as under:

	ICICI BANK	YES BANK	HDFC BANK
Beneficiary Name	INDIAN CLEARING CORPORATION LTD	INDIAN CLEARING CORPORATION LTD	INDIAN CLEARING CORPORATION LIMITED
Account Number	ICCLEB	ICCLEB	ICCLEB
IFSC Code	ICIC0000106	YESB0CMSNOC	HDFC0000060
Mode	NEFT/RTGS	NEFT/RTGS	NEFT/RTGS

Successful bidders must do the subscription amount payment to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date ("**Pay-in Time**"). Identified Investors should ensure to make payment of the subscription amount for the Bonds from their same bank account which is updated by them in the BSE EBP platform while placing the bids. In case of mismatch in the bank account details between BSE - EBP platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any Identified Investor to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to issue Bonds to such Identified Investors.

Settlement Process

Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay In Date, and the Depositories shall accordingly credit the allocated Bonds to the demat account of the successful bidder.

The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 p.m. on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 p.m. on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to the Issuer the transfer of Bonds in the demat account(s) of the successful bidder(s).

Post-Allocation Disclosures by the EBP

Upon final allocation by the Issuer, the Issuer shall disclose the Issue Size, coupon rate, ISIN, number of successful bidders, category of the successful bidder(s), etc., in accordance with the Operational Guidelines. The EBP shall upload such data, as provided by the Issuer, on its website to make it available to the public

7.11 Procedure for Applying for Dematerialized Facility

(a) The applicant must have at least one beneficiary account with any of the DPs of NSDL/CDSL prior to making the application.

(b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialized Form".

ESS KAY FINCORP LIMITED JAIPUR

(c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.

(d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.

(e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.

(f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialized Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.

(g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.

(h) The redemption amount or other benefits would be paid to those Debenture Holder(s) whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

7.12 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debenture in dematerialized form.

7.13 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

7.14 Application under Power Of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

7.15 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The application forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

(a) SEBI registration certificate;

(b) Resolution authorizing investment and containing operating instructions;
(c) Specimen signature of authorized signatories.

7.16 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through EFT/RTGS.

7.17 Succession

In the event of winding-up of the holder of the Debenture(s, the Issuer will recognize the liquidator or such other legal representative of the Debenture Holder(s) as having title to the Debenture(s). The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognize such holder as being entitled to the Debenture(s) s standing in the name of the concerned Debenture Holder(s) on production of sufficient documentary proof and/or an indemnity.

7.18 Mode of Payment

All payments must be made through RTGS as set out in the Application Form.

7.19 Business Day Convention

Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) and on which money market is functioning in Mumbai shall be a "Business Day."

If any Coupon Payment Date or the Due Date (s) for the performance of any event falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday.

If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.

7.20 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s)at the office of the R&T Agents of the Issuer at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.

7.21 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialized form within 2 (Two) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialized form.

7.22 Deemed Date of Allotment

The Deemed Date of Allotment of the Debentures will be as specified in the Annexure I of this Disclosure Document

ESS KAY FINCORP LIMITED JAIPUR

All benefits relating to the Debentures will be available to the investors from the respective Deemed Date of Allotment(s). The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment..

7.23 Future Borrowing

The Company shall be entitled to make further issue of non-convertible debentures and/or raise term loans or raise further funds, in any manner as deemed fit by the Company, from time to time from any persons/banks/financial institutions/body corporate or any other agency as per the prevailing guidelines/regulations of Reserve Bank of India and other authorities.

7.24 Record Date

The Record Date will be 15 (Fifteen) Calendar days prior to any Due Date(s).

7.25 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within seven days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any. If the Company fails to allot the Debentures to the applicants within 60 (sixty) calendar days from the date of receipt of the Application Money, it shall repay the Application Money to the applicants within 15 (Fifteen) calendar days from the expiry of the allotment period (**"Repayment Period"**). If the Company fails to repay the Application Money within the Repayment Period, then Company shall be liable to repay the Application Money along with interest at the rate of 12% per annum, from the expiry of the allotment period.

7.26 Interest on Application Money

At the Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the respective Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.

7.27 Interest on NCDs

The Debentures shall carry coupon at the rate as specified in Annexure I of this Disclosure Document (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company) accrued to the holders of Debentures (the "Holders" and each, a "Holder") as of the relevant Record Date. The interest payable on any Coupon Payment Date will be paid to the Debenture holder(s) whose names appear in the list of beneficial owners given by the Depository to the Company as on the Record Date.

Interest shall be computed on the amount outstanding on an Actual/ Actual day count basis, i.e. actual number of days elapsed divided by the actual number of days in the year.

In case the Deemed Date of Allotment is revised (pre-poned/ postponed) then the above interest payment date may also be revised pre-poned/ postponed) accordingly by the Company at its sole and absolute discretion.

In case of default in payment of coupon and/or principal or redemption on the due dates, additional spread of at least at the rate of 200 bps (Two Hundred Basis points) per annum over the Coupon Rate will be payable by the Company for the defaulting period.

ESSKAY FINCORP LIMITED JAIPUR

7.28 Pan Number

Every applicant should mention its Permanent Account Number ("PAN") allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

7.29 Redemption

The face value of the Debentures will be redeemed at par.
The Debenture holders may at the request of the Company in suitable circumstances and also in the absolute discretion of the Debenture holders, subject to the statutory guidelines as may be applicable for the purpose, revise / pre pone / postpone redemption of the Debentures. Or any part thereof on such terms and conditions as may be decided by the Company in consultation with the Debenture holders (see Modification of Rights).

7.30 Payment on Redemption

Payment on redemption will be made by way of redemption warrant(s)/demand draft(s)/credit through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount (including any accrued coupon and charges) by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

Cash flow from Debentures
As per SEBI circular no. CIR/IMD/DF-1/122/2016 dated November 11, 2016, illustrative cash flow for debentures is as under:

Company	XYZ Limited
Face Value (per security)	1,00,000
Issue Date/Date of Allotment	13-11-2013
Redemption	13-11-2018
Coupon Rate	8.95%
Frequency of the Interest Payment with specified dates	First Interest on 13.11.2014 and subsequently on 13th November every year till maturity
Day Count Convention	Actual / Actual

Cash Flows

	Date	No. of days in Coupon Period	Amount (in Rupees)
1st Coupon	Thursday, 13 Nov 2014	365.00	8,950.00
2nd Coupon	Friday, 13 Nov 2015	365.00	8,950.00
3rd Coupon	Sunday, 13 Nov 2016*	366.00	8,950.00
4th Coupon	Sunday, 13 November 2017	365.00	8,950.00
5th Coupon	Tuesday,13 Nov 2018	365.00	8,950.00
Principal	Tuesday,13 Nov 2018	365.00	1,00,000.00
			1,44,750.00

* F.Y. 2016 is a leap year and the coupon payment date is falling on a Sunday, therefore the coupon is paid on next Business Day Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. The Issuer shall consider a Financial Year format for the purpose of a Leap Year.

ESS KAY FINCORP LIMITED JAIPUR

SECTION 8: DECLARATION

PART A

The Issuer declares as of the date of this Disclosure Document that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Disclosure Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Disclosure Document is as applicable to privately placed debt securities and subject to information available with the Issuer.

The extent of disclosures made in this Disclosure Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

For Ess Kay Fincorp Limited

Name: Abhinav Gupta
Designation: Assistant Manager Finance

Date: November 5, 2020
Place: Jaipur

ESS KAY FINCORP LIMITED JAIPUR

PART B

PART B

DECLARATION BY DIRECTORS

(a) The Company has complied with the provisions of the Act and the rules made thereunder;

(b) The compliance with the said Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government;

(c) The monies received under the offer shall be used only for the purposes and objects indicated in the Shelf Disclosure Document.

I am authorized by the Board of Directors of the Company vide resolution number 09 and resolution number 35 dated April 22, 2020, and June 3, 2020 respectively, read together with the resolution of the Executive Committee of the Board of the Company dated 05th November, 2020 to sign this form and declare that all the requirements of the Act and rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For Ess Kay Fincorp Limited

Name: Rajendra Kumar Setia
Designation: Managing Director

Date: 05th November, 2020
Place: Jaipur

ESS KAY FINCORP LIMITED JAIPUR

SECTION 9: ANNEXURES

Annexure I

Security Name	9.25% Secured Senior Rated Listed Redeemable Non-Convertible Debentures
Issuer	Ess Kay Fincorp Limited (Esskay/Issuer/ Company)
Type of Instrument	Senior Secured Rated Listed Redeemable Non-Convertible Debentures (NCDs/ Debentures)
Nature of the Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Objects & Details of the utilization of the Proceeds	The Issuer shall utilise the monies received from the subscription of the Debentures, after meeting the costs and expenses in respect of the Issue, solely for the following purposes (the "Purpose"): (i) To meet the temporary liquidity/cashflow mismatches for meeting the commitment, repay existing loans and additional liquidity for on lending (ii) The proceeds will be utilized in compliance of guidelines issued under the EPCG scheme; (iii)The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the 'Exclusion List' (as such term shall be defined under the Transaction Documents) or investment in the real estate sector. (iv)The proceeds of the NCD shall not be used for any purpose, which may be in contravention of the government/RBI/SEBI/Other regulatory guidelines.
Rating of Instrument	"CRISIL A" by CRISIL Ratings Ltd The Issuer/Investor(s) reserves the right to obtain an additional credit rating from any SEBI registered Credit Rating Agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the issue
Debenture Trustee	IDBI Trusteeship Services Limited
Registrar & Transfer Agent	KFIN Technologies Private Limited
Eligible Investors	As mentioned in the Disclosure Document under captioned "Eligible Investor"
Issue Size	Rs. 50,00,00,000/- (Rupees Fifty Crores only) with a Green shoe option of upto INR 10,00,00,000 (Indian Rupees Ten Crores)
Series	Series ___
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Tenor	18 Months from the Deemed Date of Allotment
Coupon Type	Fixed
Coupon Rate	9.25% p.a.
Coupon Payment Frequency	Annual and on Redemption
Coupon Payment dates	The Coupon shall be payable on annual basis from the Deemed Date of Allotment and on Redemption subject to Business Day Convention
Coupon Reset Process	N. A
Step Up/Step Down Coupon Rate	N.A.
Redemption Date	At the end of 18 months from the Deemed Date of Allotment
Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Redemption	Bullet, At Par

ESSKAY FINCORP LIMITED JAIPUR

Redemption Premium/ Discount	NA
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put Date	N.A.
Put Price	N.A.
Put Option Notice	N.A.
Call Date	N.A.
Call Price	N.A.
Call Option Notice	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum.	The outstanding debentures amount together with interest, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies dues from the Company shall be secured by: • Exclusive charge via deed of hypothecation on the specific standard asset portfolio of receivables ("Company's Receivables") and identified current assets of the company to be executed between the Company and the Debenture Trustee as described herein. The Issuer undertakes: i. Company's Receivables must be standard ii. Company's Receivables are existing at the time of selection, and have not been terminated or prepaid iii. Company's Receivables should not have been restructured or rescheduled iv. Company's Receivables are free from all Encumbrances and are not subject to any lien or charge; v. All loans hypothecated under the deed of hypothecation should comply with RBI norms and guidelines. vi. The Company's Specific Receivables being charged must comply with all extant 'know your customer' norms specified by RBI; vii. The Company's Receivables generated from lending to Issuer's associate/s & subsidiary/s and/or Related Party shall not be considered for asset cover calculation for this issuance. No drawing power for shall be provided for Company's Specific Receivables generated from the lending to Issuer's associate/s /subsidiary/s/ Related Party. The Company undertakes to maintain Minimum Security Cover of 1.10 times to be maintained on the outstanding NCD amount of the Debentures along with interest thereon at all times during the tenure of the NCDs. Non-Maintenance of minimum-security cover as mentioned above will attract 1% p.a. penalty over and above the coupon rate as specified in the term sheet, for the period of non-maintenance of cover. However, in no case reinstatement of such security cover shall exceed 60 days from the day such cover falls below the required cover. The Company shall have option for providing additional /replacement of security at any time during the tenure of the Debentures to ensure the Minimum-Security Cover as provided hereinabove in consultation with Debenture Trustee. The Issuer shall execute Debenture Trust Deed and Deed of Hypothecation within three months from the Issue Closure Date. In case of delay in execution of the Debenture Trust Deed the company will refund the subscription with agreed rate or will pay penal interest of 2% p.a. over and above the Coupon Rate for the delayed period till the execution is complete or refund the

ESS KAY FINCORP LIMITED JAIPUR

	subscription (i.e redemption at par) along with other monies/ accrued interest due in respect thereof, at the option of the debenture holders.
Material Adverse Effect definition	Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise or prospects of the Company; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder); or (d) the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document
Day Count Basis	Actual / Actual
Interest on Application Money	At the Initial Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque (s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	• Proposed to be listed on the Wholesale Debt Market Segment of BSE Limited within 20 days from the Deemed Date of Allotment. • In case of delay in listing of the Debentures beyond 20 days from the Deemed Date of Allotment, the Company will pay penal interest of 1% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures to the Debenture Holder.
Representations and Warranties of the Issuer	As mentioned in the caption titled "Representations and Warranties of the Issuer" in the Disclosure document to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.
Minimum Application size and in multiples Debt Security thereafter	The minimum application size for the Issue shall be 10 Debentures and in multiples of 1 Debenture thereafter.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depositories	NSDL/CDSL
Business Day	Any being a day excluding Saturdays, Sundays or public holiday in Mumbai.
Business Day Convention	If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, then the succeeding Business Day will be considered as the effective date. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. If the Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) Calendar days prior to any Due Date.
Transaction Documents	i. Debenture Trust Deed, ii. Deed of Hypothecation iii. Disclosure Document and Issue Addendums; iv. PAS-4 Such other documents as agreed between the Issuer and the Debenture Trustee.

SK FINCORP LTD. JAIPUR

Conditions Precedent to Disbursement	1. Execution of Disclosure Document 2. Credit Rating Letter & Rationale 3. Debenture Trustee Consent Letter 4. Resolution of the Company's board of directors authorizing the issuance of debentures to be dated not more than 6 months from the date of issuance; 5. Resolution of the shareholders of the Company under 180(1)(c) of the Act 6. Execution of any other documents as agreed between the Issuer and the Debenture Trustee/ Investor. 7. The Company to provide below mentioned Management Undertaking: • Company will rework the Asset Liability Structure within three months to have positive ALM in each bucket for the first three months and on cumulative basis for the remaining period. • CRAR should not go below the Regulatory Requirement and the promoter / company will ensure to raise adequate equity capital, where required. • Company to provide a CA certificate quantifying the total maturing labilities of the Company for 6 months and the maximum amount which the Company is eligible to raise under the EPGCS Scheme • The amount availed under EPGCS from all the Public Sector Banks to be capped at 1.25 times of total liabilities maturing in next 6 months as per guidelines
Conditions Subsequent to Disbursement	The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment: a) the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment of the respective Series; b) the Company will ensure listing of Debentures on the BSE within stipulated timelines; c) the Company shall, inter alia, file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the allotment of Debentures along with a list of the Debenture Holders and PAS 5; d) The issuer to provide CA certified ALM on monthly basis to the bank within 25 days from the end of each month. e) Execution of Deed of Hypothecation & Debenture Trust Deed within the stipulated timelines as per Companies Act, 2013 f) Filing CHG-9 Form with ROC within stipulated timelines g) Execution of any other documents as customary for transaction of a similar nature and size.
Default Interest Rate/Additional Interest Rate	Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents: i. If, at any time, a Payment Default occurs, the Issuer agrees to pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) for the defaulting period i.e the period commencing from and including the date on which such amount becomes due and up to t excluding the date on which such amount is actually paid or the Debentures are fully redeemed. ii. If the Issuer fails to execute the Debenture Trust Deed and Deed of Hypothecation within the stipulated timelines, then the Issuer shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.

ESS KAY FINCORP LIMITED JAIPUR

Event of Defaults (including manner of voting /conditions of joining Inter Creditor Agreement)	As mentioned in the Disclosure Document under captioned "Event of Defaults".
Undertaking	The Issuer hereby undertakes that the Security to be created on the Hypothecated Assets are free from all Encumbrances and are not subject to any lien or charge
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in the manner as may be specified by SEBI from time to time and same shall be informed to the Debenture Trustee. The recovery expense fund shall be utilised for the activities as may be permitted by the applicable regulations
Conditions for breach of covenants (as specified in Debenture Trust Deed)	NA
Risk Factors pertaining to the Issue	As mentioned in the Disclosure Document under captioned "Risk Factor"
All Covenants of the Issue (including side letters, accelerated payment clause	Other than as disclosed herein, no other covenants are applicable to this NCD Issue.-
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holder, Investment Manager of Debenture Holders, and their respective shareholders, officers, directors, employees, representatives and attorneys from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer.
Arbitration	In the event of any dispute or difference between the Parties to this agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by a sole arbitrator, appointed by the Investor in its sole discretion, in accordance with the (Indian) Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Jaipur. The language of the arbitration proceedings shall be English. The expenses of the arbitration shall be borne by the Issuer. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.
Governing Law	The Debentures / and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Jaipur/ Mumbai and as more particularly provided for in the Debenture Trust Deed.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include: • Trustee fees • Rating fees • Stamping and registration costs in relation to all Transaction Documents Any other reasonable transaction related expense incurred by the Debenture Holders
Taxes, Duties, Costs and Expenses	• Relevant taxes, duties and levies are to be borne by the Issuer. • The charges/ fees and any amounts payable under this Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions sshall be borne by the Issuer additionally.
Method of allotment	Uniform yield
Bid timing	10.a.m. to 12 p.m.

Settlement cycle	T+1
Manner of Bidding	Open
Settlement through	ICCL & BSE
Issue Timing	
1. Issue/Bid Opening Date	November 9, 2020
2. Issue/Bid Closing Date	November 9, 2020
3. Issue Pay-in Date	November 10, 2020
4. Deemed Date of Allotment	November 10, 2020

***While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum , in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security."**

JAIPUR

ANNEXURE II

TRUSTEE CONSENT LETTER

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154

19809/ITSL/OPR/ CL/20-21/DEB/775
Date: October 24, 2020

Ess Kay Fincorp Limited
B-11 Adarsh Plaza
Khasa Kothi Jaipur - 302001

Kind Attn: Ms. Anagha Bangur

Dear Sir,

Subject: Consent to act as Debenture Trustee for Secured, Senior, Rated, Listed Redeemable Non-Convertible Debentures (NCDs) aggregating up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) with Green Shoe Option of Rs. 10,00,00,000 (Rupees Ten Crores Only).

This is with reference to the email dated 23rd June, 2020 from you regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed Secured, Senior, Rated Listed Redeemable Non-Convertible Debentures (NCDs) aggregating up to Rs. 50,00,00,000/- (Rupees Fifty Crores Only). In this connection we confirm our acceptance of the assignment.

We are agreeable for inclusion of our name as trustee in the offer document/disclosure document as required subject to the following conditions:

1. The Company shall enter into Written Debenture Trustee Agreement (DTA) for the said issue before the opening of Subscription list for issue of debentures.

2. The Company agrees and undertakes to create the securities over such of its immovable and moveable properties and on such terms and conditions as agreed by the Debenture holders and disclose in the Information Memorandum or Disclosure Document and execute, the Debenture Trust Deed (DTD) and other necessary security documents for each series of debentures as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document in any case not exceeding three months of closure of the issue or offer.

3. The Company agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated above for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.

4. The Company agrees & undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010, SEBI (Listing Obligations Disclosure Requirements) Regulations, 2015, the Companies Act, 1956/the Companies Act, 2013 and the Rules thereunder as amended from time to time and other applicable provisions and agree to furnish to Trustees such information in terms of the same on regular basis.

5. Any payment in respect of Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a FII Entity) at the time of enforcement would, if required by

Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

ESS KAY FINCORP LIMITED JAIPUR

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154

applicable law, be subject to the prior approval of RBI for such remittance through an Authorized Dealer. The Company/Investor shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder (who is a FII).

Looking forward to a fruitful association with you and assuring you of our best services at all times.

Yours faithfully,
For IDBI Trusteeship Services Limited

(Authorized Signatory)

we accept the above terms
for Ess Kay Fincorp Limited

(Authorized Signatory)

Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

ESS KAY FINCORP LIMITED JAIPUR

ANNEXURE III

RATING LETTER
(Attached Separately)

Ratings

CRISIL
An S&P Global Company

CONFIDENTIAL

ESKAFPL/256935/NCD/102000734
October 23, 2020

Mr. Vivek Singh
Vice President
Ess Kay Fincorp Limited
G-1 & G-2, New Market
Adarsh Plaza Building
Khasa Kothi Circle
Jaipur - 302001

Dear Mr. Vivek Singh,

Re: Review of CRISIL Rating on the Rs.120 Crore Non Convertible Debentures* of Ess Kay Fincorp Limited

All ratings assigned by CRISIL are kept under continuous surveillance and review.

CRISIL has, after due consideration, reaffirmed its "CRISIL A/Stable" (pronounced as CRISIL A rating with Stable outlook) rating on the captioned debt instrument. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL will be necessary.

As per our Rating Agreement, CRISIL would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL reserves the right to withdraw or revise the ratings assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information or other circumstances, which CRISIL believes, may have an impact on the rating.

As per the latest SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable CRISIL to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us for any clarifications you may have at debtissue@crisil.com

Should you require any clarifications, please feel free to get in touch with us.

With warm regards,
Yours sincerely,

Ajit Velonie
Director - CRISIL Ratings

Nivedita Shibu
Associate Director - CRISIL Ratings

CRISIL

Rs.50 Crore is Unutilised.

A CRISIL rating reflects CRISIL's current opinion on the likelihood of timely payment of the obligations under the rated instrument and does not constitute an audit of the rated entity by CRISIL. CRISIL ratings are based on information provided by the issuer or obtained by CRISIL from sources it considers reliable. CRISIL does not guarantee the completeness or accuracy of the information on which the rating is based. A CRISIL rating is not a recommendation to buy, sell, or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. All CRISIL ratings are under surveillance. CRISIL or its associates may have other commercial transactions with the company/entity. Ratings are revised as and when circumstances so warrant. CRISIL is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of this product. CRISIL Ratings rating criteria are available without charge to the public on the CRISIL web site, www.crisil.com For the latest rating information on any instrument of any company rated by CRISIL, please contact Customer Service Helpdesk at 1800-267-1301.

CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 4040 5800
www.crisil.com

ESS KAY FINCORP LIMITED JAIPUR

Ratings

CRISIL
An S&P Global Company

CONFIDENTIAL

ESKAFPL/256935/NCD/102000733
October 23, 2020

Mr. Vivek Singh
Vice President
Ess Kay Fincorp Limited
G-1 & G-2, New Market
Adarsh Plaza Building
Khasa Kothi Circle
Jaipur - 302001

Dear Mr. Vivek Singh,

Re: Review of CRISIL Rating on the Rs.100 Crore Non Convertible Debentures* of Ess Kay Fincorp Limited

All ratings assigned by CRISIL are kept under continuous surveillance and review.

CRISIL has, after due consideration, reaffirmed its "CRISIL A/Stable" (pronounced as CRISIL A rating with Stable outlook) rating on the captioned debt instrument. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL will be necessary.

As per our Rating Agreement, CRISIL would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL reserves the right to withdraw or revise the ratings assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information or other circumstances, which CRISIL believes, may have an impact on the rating.

As per the latest SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable CRISIL to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us for any clarifications you may have at debtissue@crisil.com

Should you require any clarifications, please feel free to get in touch with us.

With warm regards,
Yours sincerely,

Ajit Velonie
Director - CRISIL Ratings

Nivedita Shibu
Associate Director - CRISIL Ratings

CRISIL

**Rs.15 Crore is Unutilised.*

CRISIL Limited
Corporate Identity Number: L67120MH1987PLC042363

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai-400 076. Phone: +91 22 3342 3000 | Fax: +91 22 4040 5800
www.crisil.com

ESS KAY FINCORP LIMITED
JAIPUR

ANNEXURE IV: APPLICATION FORM

ESS KAY FINCORP LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994; **CIN:** U65923RJ1994PLC009051
Registered Office: G 1-2, New Khasa Kothi, Jaipur - 302001(Rajasthan)
Telephone No.: 0141-4161300/400; **Fax No.:** +91-141-4012809
Contact Person: Mr. Atul Arora/ Mr. Vivek Singh
Email: atul@skfin.in; **Website:** www.skfin.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.	1	3	/	2	0	2	0	2	1

Issue of Secured Rated, Listed, Redeemable, Taxable Non-Convertible Debentures of face value of Rs.10,00,000/- (Rupees Ten Lakh only) each, aggregating up to 50,00,00,000/- (Rupees Fifty Crores Only) on a private placement basis (the "Issue")

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ___In words: ________-only
Amount Rs.______/-In words Rupees :________Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. __________ Drawn on________________________________

Funds transferred to Ess Kay Fincorp Limited
Dated __________

Total Amount Enclosed
(In Figures) Rs.__/-_(In words) _Only

APPLICANT'S NAME IN FULL (CAPITALS) SPECIMEN SIGNATURE

APPLICANT'S ADDRESS

ADDRESS																		
STREET																		
CITY																		
PIN								PHONE								FAX		

APPLICANT'S PAN/GIR NO.__________ IT CIRCLE/WARD/DISTRICT ___

WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY _______

ESS KAY FINCORP LIMITED JAIPUR

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in the Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the register of debenture holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	NSDL /CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account : (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

FOR OFFICE USE ONLY DATE OF RECEIPT ____________ DATE OF CLEARANCE ____________

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Disclosure Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Application this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Arranger (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. We undertake that upon sale or transfer to subsequent investor or transferee ("Transferee"), we shall convey all the terms and conditions contained herein and in this Disclosure Document to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and the Arranger (and all such persons acting on

ESS KAY FINCORP LIMITED JAIPUR

its or their behalf) and also hold the Issuer and Arranger and each of such person harmless in respect of any claim by any Transferee.

Applicant's
Signature

FOR OFFICE USE ONLY DATE OF RECEIPT ________________ DATE OF CLEARANCE ____________

(Note : Cheque and Drafts are subject to realisation)

---(TEAR HERE)---

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**	1	3	/	2	0	2	0	2	1

Received from ______________________________

Address____ ____ Cheque/Draft/UTR # __________ Drawn on ______________________ for Rs. _________ on account of application of ________________ Debenture

ESS KAY FINCORP LIMITED
JAIPUR

FINANCE

JAIPUR

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

4.

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC0000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

5.

Name of Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

6. The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than

   (a) for adjustment against allotment of securities; or

   (b) for the repayment of monies where the company is unable to allot securities.

7. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

8. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

ANNEXURE V: CASH FLOWS

Final Cash Flow:

Face Value		**Rs. 10,00,000/- per NCD**				
Coupon Rate		**9.25% pa.**				
Months	**Date**	**Net Cash Flow**	**Principal**	**Interest**	**Principal O/s**	**days**
	10 November 2020	(10,00,000)			10,00,000	
12	10 November 2021	92,500	-	92,500	10,00,000	365
18	10 May 2022	10,45,870	10,00,000	45,870	-	181

JAIPUR

ANNEXURE VI: FINANCIALS

Kindly insert three years financials (Balance Sheet, Profit & Loss and Cash Flow) along with September 30, 2020 Financials

Ess Kay Fincorp Limited

Balance Sheet
as at March 31, 2020

(Amount in Rs. in lakhs)

Particulars	Note No.	As at March 31, 2020	As at March 31, 2019	As at April 1, 2018
ASSETS				
Financial assets				
Cash and cash equivalents	4	6,236.85	7,406.29	862.05
Bank balance other than cash and cash equivalents	5	37,044.94	21,988.88	3,053.86
Receivables				
Other receivables	6	0.30	2.65	23.84
Loans	7	285,001.04	179,337.97	107,727.53
Investments	8	13,836.90	1,594.60	511.72
Other financial assets	9	3,451.28	4,411.31	687.19
Total financial assets		345,571.35	214,741.70	112,866.19
Non-financial assets				
Current tax assets (Net)		93.09	31.33	31.33
Deferred tax assets (Net)	35	1,931.92	756.42	775.50
Property, plant and equipment	10	4,210.18	3,212.59	2,410.32
Capital work-in-progress	11	266.72	6.30	96.86
Intangible assets under development	12	82.80	-	-
Other intangible assets	13	50.55	59.43	27.01
Other non-financial assets	14	437.38	367.69	214.76
Total non-financial assets		7,072.64	4,433.76	3,555.81
Total assets		352,643.99	219,175.46	116,422.00
LIABILITIES AND EQUITY				
LIABILITIES				
Financial liabilities				
Derivatives financial instruments	15	545.00	250.90	137.39
Payables				
Trade payables				
(i) total outstanding dues of micro enterprises and small enterprises		-	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises		-	-	-
Debt securities	16	126,014.13	71,492.05	23,389.61
Borrowings (other than debt securities)	17	125,571.17	78,520.82	62,507.11
Subordinated liabilities	18	4,047.72	4,045.79	4,192.65
Other financial liabilities	19	7,201.67	7,607.07	5,012.00
Total financial liabilities		263,379.69	161,916.63	95,238.76
Non-financial liabilities				
Current tax liabilities (Net)		301.68	6.15	340.96
Provisions	20	740.03	578.85	358.96
Deferred tax liabilities (Net)	35	-	-	-
Other non-financial liabilities	21	349.84	339.38	222.86
Total non-financial liabilities		1,391.55	924.35	922.78
EQUITY				
Equity share capital	22	503.90	460.32	356.92
Other equity	23	87,368.85	55,874.13	19,903.54
Total equity		87,872.75	56,334.45	20,260.46
Total liabilities and equity		352,643.99	219,175.46	116,422.00
Significant accounting policies	1-3			

The accompanying notes form an integral part of the financial statements
As per our report of even date attached

For B S R & Co. LLP
Chartered Accountants
Firms' Registration No. 101248W/W-100022

Ashwin Suvarna
Partner
ICAI Membership No. 109503

Place: Mumbai
Date: 16 June 2020

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Rajendra Kumar Setia
(Managing Director)
DIN - 00957371

Atul Arora
(Chief Financial Officer)

Place: Jaipur
Date: 16-June-2020

Shalini Setia
(Whole Time Director)
DIN - 02617824

Anagha Bangur
(Company Secretary)

ESS KAY FINCORP LIMITED
JAIPUR

Ess Kay Fincorp Limited

Statement of Profit and Loss
for the year ended March 31 2020

(Amount in Rs in lakhs)

	Particulars	Note No.	For the year ended March 31, 2020	For the year ended March 31, 2019
	Revenue from operation			
	Interest income	24	54,544.50	36,698.92
	Fees and commission income	25	1,951.52	958.34
	Net gain on fair value changes	26	752.94	-
(I)	Total revenue from operations		57,248.96	37,657.26
(II)	Other income	27	991.31	433.03
(III)	Total income (I+II)		58,240.27	38,090.29
	Expenses			
	Finance costs	28	23,248.45	14,337.63
	Net loss on fair value changes	29	-	20.61
	Impairment on financial instruments	30	8,997.98	4,407.56
	Employee benefit expenses	31	10,571.01	7,136.97
	Depreciation and amortization	32	817.53	604.35
	Other expenses	33	4,054.83	2,681.27
(IV)	Total expenses		47,689.80	29,188.39
(V)	Profit before tax (III-IV)		10,550.47	8,901.90
(VI)	Tax expense	35		
	(1) Current tax		3,874.32	2,526.68
	(2) Deferred tax		(1,177.52)	27.94
	Total tax expense		2,696.80	2,554.62
(VII)	Profit for the year (V-VI)		7,853.67	6,347.28
(VIII)	Other comprehensive income / (expenses)	35		
	Items that will not be reclassified to profit or loss			
	- Remeasurements of the defined benefit plans		8.02	(30.43)
	Sub-total		8.02	(30.43)
	Income tax relating to items that will not be reclassified to profit or loss		(2.02)	8.86
	Other comprehensive income/(expenses)		6.00	(21.57)
(IX)	Total comprehensive income for the year (VII+VIII) (comprising profit and other comprehensive income/(expenses) for the year)		7,859.67	6,325.71
(X)	Earnings per equity share	36		
	Basic (Rs.)		33.00	31.99
	Diluted (Rs.)		32.68	31.62

Significant accounting policies 1-3

The accompanying notes form an integral part of the financial statements.
As per our report of even date attached

For B S R & Co. LLP
Chartered Accountants
Firms' Registration No: 101248W/W-100022

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Ashwin Suvarna
Partner
ICAI Membership No 109503

Rajendra Kumar Setia
(Managing Director)
DIN - 00957374

Shalini Setia
(Whole Time Director)
DIN - 02817624

Atul Arora
(Chief Financial Officer)

Anagha Bangur
(Company Secretary)

Place : Mumbai
Date : 16 June 2020

Place : Jaipur

ESS KAY FINCORP LIMITED JAIPUR

Ess Kay Fincorp Limited

Statement of Cash Flow
for the year ended March 31, 2020

(Amount in Rs in lakhs)

Particulars	For the year ended March 31, 2020	For the year ended March 31, 2019
Cash flow from operating activities		
Profit before tax	10,550.47	8,901.90
Adjustments for		
(Profit)/ loss on sale of fixed asset	(0.36)	0.95
Finance cost incurred	21,824.69	11,845.03
Interest income accrued	(52,083.53)	(32,905.26)
Impact on derecognition of loans sold under direct assignment transaction	(1,037.21)	(1,301.66)
Net (gain)/ loss on FVTPL investments and derivatives	(752.94)	20.61
Impairment on financial instruments	8,997.98	4,407.56
Employee share based payment expenses	178.63	82.92
Depreciation and amortization	817.53	604.35
Operating cash flow before working capital changes	(11,504.74)	(8,343.00)
Adjustments for working capital changes:		
Decrease in trade receivables	2.35	21.19
Increase in loans	(109,346.15)	(73,246.03)
Decrease/ (Increase) in other financial assets	696.18	(2,423.06)
Increase in other non-financial assets	(69.69)	(152.93)
Increase/ (decrease) in other financial liabilities	(405.40)	2,595.67
Increase in provisions	169.20	189.46
Increase in other non-financial liabilities	10.46	116.52
Finance cost paid	(24,122.44)	(9,425.08)
Interest income received	48,108.26	29,399.92
Cash generated from operations	(96,469.97)	(61,269.14)
Direct taxes paid (net of refunds)	(3,640.55)	(2,861.49)
Net cash used in operating activities (A)	(100,110.52)	(64,130.63)
Cash flow from investing activities		
Purchase of property plant and equipment, capital work in progress and other intangible assets	(2,163.44)	(1,363.32)
Proceeds from sale of property plant and equipment	14.34	13.92
Investment in Fixed deposits	(89,022.03)	(18,500.00)
Proceeds from redemption of fixed deposits	75,427.89	298.97
Purchase of Investments	(41,110.00)	(1,100.00)
Proceeds from redemptions of investments	29,255.03	1.19
Net cash used in investing activities (B)	(26,598.21)	(20,646.24)
Cash flow from financing activities		
Proceeds from issue of shares and securities premium	23,500.00	29,005.36
Debt securities issued	90,250.00	60,000.00
Debt securities repaid	(35,316.66)	(11,154.53)
Borrowings other than debt securities taken	87,230.01	35,867.08
Borrowings other than debt securities repaid	(40,124.06)	(20,056.89)
Net cash generated from financing activities (C)	125,539.29	91,321.11
Net increase/(decrease) in cash and cash equivalents (A+B+C)	(1,169.44)	6,544.21
Add : cash and cash equivalents as at the beginning of the year	7,406.29	862.05
Cash and cash equivalents as at the end of the year*	6,236.85	7,406.29
*Components of cash and cash equivalents		
Balances with banks	6,135.85	6,453.55
Fixed deposits on hand	31.32	68.16
Cash on hand	69.68	882.58
	6,236.85	7,406.29

JAIPUR

B S R & Co. LLP Chartered Accountants

ESS KAY FINCORP LIMITED JAIPUR

ESS KAY FINCORP LIMITED

Balance Sheet as at March 31, 2019

(Amount in Rs.)

Particulars	Note No.	As at March 31, 2019	As at March 31, 2018
EQUITY AND LIABILITIES			
Shareholders' funds			
(a) Share capital	3	4,60,32,268	3,50,01,000
(b) Reserves and surplus	4	5,50,58,13,950	2,02,79,18,175
		5,55,18,46,218	2,06,30,08,075
Non-current liabilities			
(a) Long-term borrowings	5	8,02,61,79,330	4,28,15,15,840
(b) Deferred tax liabilities (net)	12	-	-
(c) Other long-term liabilities	6	31,40,45,763	14,30,46,376
(d) Long-term provisions	7	10,24,80,047	5,94,11,321
		8,44,27,05,140	4,48,39,73,537
Current liabilities			
(a) Short-term borrowings	8	65,04,67,268	85,23,07,284
(b) Trade payables	9		
i) total outstanding dues to micro and small enterprises; and		-	-
ii) total outstanding dues of creditors other than micro and small enterprises		20,05,63,327	30,37,50,323
(c) Other current liabilities	10	4,79,03,18,702	4,35,17,22,230
(d) Short-term provisions	7	19,55,97,570	15,52,50,730
		5,83,69,46,867	5,66,30,39,553
TOTAL		19,83,14,98,225	12,21,00,21,165
ASSETS			
Non-current assets			
(a) Fixed assets			
(i) Tangible assets	11	17,03,70,687	12,20,86,722
(ii) Intangible assets	11	59,42,878	27,03,701
(iii) Capital work-in-progress	11	6,29,502	90,86,434
(b) Non-current investments	15 (a)	4,66,66,766	4,66,66,766
(c) Deferred tax assets (net)	12	8,24,23,239	6,23,83,995
(d) Long-term loans and advances	17	9,91,72,86,630	6,69,92,84,226
(e) Other non-current assets	13	16,00,10,375	12,60,31,059
		10,30,28,38,037	7,06,96,22,933
Current assets			
(a) Current investments	15 (b)	11,00,00,000	-
(b) Trade receivables	14	2,05,143	23,64,111
(c) Cash and bank balance	16	2,77,50,60,680	29,37,15,247
(d) Short-term loans and advances	17	6,46,23,05,981	4,63,61,68,943
(e) Other current assets	18	18,98,04,404	20,81,09,931
		9,53,86,62,188	5,14,03,98,232
TOTAL		19,83,14,98,225	12,21,00,21,165
Significant accounting policies and notes to the financial statements	2-44		

The notes referred to above form an integral part of the financial statements.

As per our report of even date attached

For B S R & Co. LLP
Chartered Accountants
Firms' Registration No: 101248W/W-100022

Manoj Kumar Vijai
Partner
M. No.: 046882

Place: Jaipur
Date: May 03, 2019

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Rajendra Kumar Setia
Managing Director
DIN-00967374

Shalini Setia
Director
DIN - 02817624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place: Jaipur
Date: May 03, 2019

ESS KAY FINCORP LIMITED

Statement of Profit and Loss for the year ended March 31, 2019

(Amount in Rs.)

Particulars	Note No.	For the year ended March 31, 2019	For the year ended March 31, 2018
Revenue from operations	19	3,49,34,20,320	2,20,83,87,225
Other income	20	15,59,25,683	6,49,12,101
Total Revenue		3,64,93,46,003	2,27,32,99,326
Expenses:			
Employee benefit expenses	21	70,84,48,411	50,02,04,879
Finance costs	22	1,39,46,21,714	89,45,08,497
Depreciation and amortisation expenses	23	3,21,24,975	2,33,82,425
Provisions and write offs	24	29,18,00,049	21,08,79,313
Other expenses	25	47,74,40,526	30,91,01,175
Total expenses		2,89,44,35,675	1,94,40,54,289
Profit before tax		75,49,10,333	32,92,45,037
Tax Expenses			
a. Current tax		25,49,07,427	14,19,86,102
b. Deferred tax	12	(2,99,49,680)	(1,90,91,848)
c. Taxes for earlier year		78,49,612	(1,31,51,530)
Total tax expense		23,28,08,359	10,97,22,724
Profit for the year		52,23,01,974	21,95,22,313
Basic earnings per equity share (Face value Rs. 2 each)	26	28.32	15.08
Diluted earnings per equity share (Face value Rs. 2 each)	26	28.32	15.08
Significant accounting policies and notes to the financial statements	2-44		

The notes referred to above form an integral part of the financial statements.

As per our report of even date attached

For B S R & Co. LLP
Chartered Accountants
Firms' Registration No: 101248W/W-100022

Manoj Kumar Vijai
Partner
M. No. : 046882

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Rajendra Kumar Setia
Managing Director
DIN- 00157374

Shalini Setia
Director
DIN - 02217624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

Place : Jaipur
Date : May 03, 2019

ESS KAY FINCORP LIMITED JAIPUR

ESS KAY FINCORP LIMITED

Cash Flow Statement for the year ended March 31, 2019

(Amount in Rs.)

Particulars	For the year ended March 31, 2019	For the year ended March 31, 2018
A Cash flow from operating activities		
Profit before tax	75,49,10,333	32,02,45,037
Adjustment for		
Interest expenses	1,30,93,28,303	84,78,65,350
Interest income	(2,26,46,20,337)	(1,65,60,95,335)
Depreciation and amortization expenses	3,21,24,975	2,33,62,425
Provisions and write offs	29,18,00,049	21,68,79,313
Loss on sale of fixed assets	94,527	41,110
Provision for employee benefits	2,39,89,734	1,52,79,018
Gain on sale of investments	(4,18,652)	(7,95,590)
Operating cash flow before working capital changes	(45,24,91,063)	(22,32,21,672)
Adjustment for working capital changes		
(Increase) / decrease in trade receivables	21,18,968	1,65,40,400
(Increase) / decrease in short-term loans and advances	(2,02,93,67,384)	(2,12,18,13,036)
(Increase) / decrease in long-term loans and advances	(3,21,78,11,764)	(3,00,31,20,509)
(Increase) / decrease in other non-current assets	(4,35,79,316)	1,47,45,491
(Increase) / decrease in other current assets	(1,17,22,637)	20,03,48,284
Increase / (decrease) in other current liabilities	(27,41,29,572)	22,38,62,495
Increase / (decrease) in other long-term liabilities	17,09,99,387	8,16,57,019
Increase / (decrease) in other short-term provisions	79,71,198	(1,199)
Increase / (decrease) in other long-term provisions	(20,00,663)	(18,14,553)
Increase/ (decrease) in bank deposits (having original maturity more than three months)	(1,83,14,92,970)	(4,84,83,305)
Interest paid	(1,07,38,34,781)	(81,99,73,600)
Interest received	2,59,45,89,501	1,61,22,54,473
Cash generated from operations	(5,86,11,52,026)	(4,06,82,85,014)
Direct taxes paid (net of refunds)	(28,65,12,688)	(11,58,67,540)
Net cash flow generated from / (used in) operating activities (A)	(6,14,76,64,714)	(4,18,41,52,553)
B Cash flow from investing activities		
Purchase of investments	(50,00,00,000)	-
Sale of investments	39,04,18,552	11,91,78,946
Purchase of fixed assets	(7,51,64,344)	(5,54,67,435)
Sale of fixed assets	13,92,592	4,70,000
Net cash flow generated from / (used in) investing activities (B)	(18,33,73,100)	6,41,81,511
C Cash flow from financing activities		
Proceeds from issue of share capital	1,09,40,358	80,21,000
Proceeds from share premium	2,95,55,95,812	97,27,52,840
Amount received from issuance of non-convertible debentures	6,00,00,00,000	1,65,00,00,000
Repayment of non-convertible debentures	(1,41,54,61,382)	(76,21,96,969)
Amount received from long-term borrowings	1,06,07,00,000	5,05,46,70,045
Repayment of long-term borrowings	(1,41,80,38,572)	(3,70,48,96,750)
Short-term borrowings (net)	(20,18,39,976)	39,25,90,225
Dividend tax paid	-	(251)
Net cash flow generated from / (used in) financing activities (C)	6,98,18,96,257	3,81,09,40,140
Net increase / (decrease) in cash and cash equivalent (A+B+C)	65,08,58,443	(30,90,30,902)
Add> Cash and cash equivalent at the beginning of the year	9,18,92,940	40,09,23,842
Cash and cash equivalent at the end of the year*	74,27,51,383	9,18,92,940

JAIPUR

*Components of cash and cash equivalents		
Balances with banks	64,45,85,195	1,28,79,290
Fixed deposits (having original maturity less than 3 months)	79,07,887	30,22,401
Cash on hand	9,02,58,301	7,59,91,249
Total	74,27,51,383	9,18,92,940

As per our report of even date attached

For B S R & Co. LLP
Chartered Accountants
Firms' Registration No: 101248W/W-100022

Manoj Kumar Vijai
Partner
M. No.: 046882

Place: Jaipur
Date: May 03, 2019

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Rajendra Kumar Setia
Managing Director
DIN- 00957374

Shalini Setia
Director
DIN - 02417624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place: Jaipur
Date: May 03, 2019

ESS KAY FINCORP JAIPUR

ESS KAY FINCORP LIMITED, JAIPUR
CIN - U65923RJ1994PLC009051
(Erstwhile Ess Kay Auto Finance Private Limited)

BALANCE SHEET AS AT 31st MARCH 2018

S. No.	PARTICULARS	NOTE NO.	AMOUNT AS AT 31-Mar-18	AMOUNT AS AT 31-Mar-17
I	EQUITY AND LIABILITIES			
1	SHAREHOLDER'S FUNDS			
	SHARE CAPITAL	3	3,50,91,900	2,70,70,900
	RESERVES AND SURPLUS	4	2,02,79,16,175	83,56,41,022
	MONEY RECEIVED AGAINST SHARE WARRANTS		-	-
	TOTAL (1)		2,06,30,08,075	85,27,11,922
2	SHARE APPLICATION MONEY PENDING ALLOTMENT		-	-
3	NON-CURRENT LIABILITIES			
	LONG TERM BORROWINGS	5	4,28,15,15,840	3,01,87,60,023
	OTHER LONG-TERM LIABILITIES	6	11,53,28,621	6,13,89,357
	LONG-TERM PROVISIONS	7	5,57,28,209	3,03,23,536
	TOTAL (3)		4,45,25,72,670	3,11,14,63,916
4	CURRENT LIABILITIES			
	SHORT TERM BORROWINGS	8	85,23,07,264	45,97,17,039
	OTHER CURRENT LIABILITIES	9	4,69,31,99,114	3,22,79,15,025
	SHORT TERM PROVISIONS	7	15,89,33,842	9,34,27,655
	TOTAL(4)		5,69,44,40,220	3,78,10,59,719
	TOTAL(1+2+3+4)		12,21,00,21,165	7,75,52,35,557
II	ASSETS			
1	NON-CURRENT ASSETS			
	FIXED ASSETS			
	i) PROPERTY PLANT & EQUIPMENT	11 (a)	12,29,86,722	10,16,25,311
	ii) INTANGIBLE ASSETS	11 (b)	27,03,701	21,71,405
	iii) CAPITAL WORK IN PROGRESS	11 (C)	95,60,434	-
	iv) INTANGIBLE ASSETS UNDER DEVELOPMENT		-	-
	NON-CURRENT INVESTMENTS	14 (a)	4,05,00,788	-
	DEFERRED TAX ASSETS (NET)	10	6,23,63,005	4,32,72,147
	LONG-TERM LOANS AND ADVANCES	16	6,69,89,99,237	3,69,80,59,281
	OTHER NON-CURRENT ASSETS	12	9,70,51,357	14,08,76,550
	TOTAL(1)		7,04,04,57,232	3,98,38,04,694
2	CURRENT ASSETS			
	CURRENT INVESTMENTS	14 (b)	-	16,50,60,163
	INVENTORIES		-	-
	TRADE RECEIVABLES	13	23,84,111	1,80,24,511
	CASH AND BANK BALANCE	15	29,37,15,247	55,42,57,643
	SHORT-TERM LOANS AND ADVANCES	16	4,40,35,78,200	2,60,80,43,003
	OTHER CURRENT ASSETS	17	46,98,85,375	36,51,54,353
	TOTAL(2)		5,16,95,63,933	3,77,14,30,863
	TOTAL(1+2)		12,21,00,21,165	7,75,52,35,557

Overview and significant accounting policies 1 & 2

The accompanying notes are an integral parts of the financial Statements

As per our report of even date

For S.S. Kothari Mehta & Co.
Chartered Accountants
Firm Reg. No. 000756N

(HARISH GUPTA)
PARTNER
(M. No - 098336)

Place : Jaipur
Date : 5th May, 2018

For and on behalf of the board of Directors of
Ess Kay Fincorp Limited

(RAJENDRA KUMAR SETIA)
MANAGING DIRECTOR
(DIN- 00957374)

(SHALINI SETIA)
WHOLE TIME DIRECTOR
(DIN - 02812024)

(ATUL ARORA)
CHIEF FINANCIAL OFFICER

(ANAGHA BANGUR)
COMPANY SECRETARY

JAIPUR

ESS KAY FINCORP LIMITED, JAIPUR
CIN - U65923RJ1994PLC009051
(Erstwhile Ess Kay Auto Finance Private Limited)

STATEMENT OF PROFIT & LOSS FOR THE YEAR ENDED ON 31st MARCH 2018

S. No.	PARTICULARS	NOTE NO.	FOR THE YEAR ENDED 31-Mar-18	FOR THE YEAR ENDED 31-Mar-17
	REVENUE			
I	Revenue from Operations	18	2,24,53,50,414	1,49,97,22,355
II	Other Income	19	2,79,48,912	7,23,38,478
III	TOTAL REVENUE (I+II)		2,27,32,99,326	1,57,20,60,833
IV	EXPENSES:			
	Employee Benefit Expenses	20	50,02,64,876	31,67,12,050
	Finance Cost	21	89,46,06,497	60,15,53,369
	Depreciation And Amortization Expenses	22	2,33,62,425	1,61,32,389
	Provisions and bad debts written off	23	13,76,23,009	5,59,92,900
	Other Expenses	24	38,63,56,579	39,34,48,538
V	TOTAL EXPENSES		1,94,40,54,289	1,38,38,38,152
VI	PROFIT BEFORE TAX (III-V)		32,92,45,037	18,82,22,681
VII	TAX EXPENSE			
	(1). CURRENT TAX		14,19,60,102	9,06,04,692
	(2). EARLIAR YEARS TAX		(1,31,51,539)	2,07,280
	(3). DEFERRED TAX		(1,90,91,848)	(2,55,74,891)
VIII	PROFIT AFTER TAX		21,95,22,313	12,29,85,600
XVI	EARNING PER EQUITY SHARE	25		
	(1). BASIC		754	606
	(2). DILUTED		754	454
	Nominal Value of Equity Shares		100	100

Overview and significant accounting policies 1 & 2
The accompanying notes are an integral parts of the financial Statements
As per our report of even date

For S.S. Kothari Mehta & Co.
Chartered Accountants
Firm Reg. No. 000756N

(HARISH GUPTA)
PARTNER
(M. No - 098336)

For and on behalf of the board of Directors of
Ess Kay Fincorp Limited

(RAJENDRA KUMAR SETIA)
MANAGING DIRECTOR
(DIN- 00957374)

(SHALINI SETIA)
WHOLE TIME DIRECTOR
(DIN - 02817524)

(ATUL ARORA)
CHIEF FINANCIAL OFFICER

(ANAGHA BANGUR)
COMPANY SECRETARY

Place : Jaipur
Date : 8th May, 2018

ESS KAY FINCORP LIMITED JAIPUR

ESS KAY FINCORP LIMITED, JAIPUR
CIN - U65923RJ1994PLC009051
(Erstwhile Ess Kay Auto Finance Private Limited)

CASH FLOW STATEMENT FOR THE YEAR ENDED MARCH 31st, 2018

S. No	PARTICULARS	FOR THE YEAR ENDED 31-Mar-18		FOR THE YEAR ENDED 31-Mar-17	
1	CASH FLOW ARISING FROM OPERATING ACTIVITIES:				
	Profit Before Tax		32,92,45,037		18,82,22,681
	ADJUSTMENT FOR:				
	Depreciation and Amortisation		2,33,62,425		1,61,32,380
	Provisions and bad debts written off		13,76,23,809		5,59,02,900
	Loss on Sale of Fixed Assets		41,109		3,85,457
	Operating Profit before working capital Changes		49,02,72,380		26,07,33,427
	MOVEMENT IN WORKING CAPITAL CHANGES				
	(Increase) / Decrease In Trade Receivables		1,65,40,400		(66,76,346)
	(Increase) / Decrease In Short term Loans and Advances		(1,83,99,46,793)		(40,93,43,017)
	(Increase) / Decrease In Long term Loans and Advances		(3,00,28,34,510)		(1,26,15,72,078)
	(Increase) / Decrease in Other Non-Current Assets		4,36,25,193		(10,69,88,578)
	(Increase) / Decrease in Other Current Assets		(10,47,32,022)		(14,43,32,351)
	Increase / (Decrease) in Other Current Liability		27,84,71,781		32,31,15,996
	Increase / (Decrease) in Other Long term Liabilities		5,39,39,464		5,63,37,980
	Increase / (Decrease) in Other Short term provision		19,93,354		(1,26,995)
	Increase / (Decrease) in Other Long term provision		1,26,69,612		56,52,789
	Increase/(Decrease) In Bank Deposits(Having Maturity more than three months shown in Cash and Bank Balance)		(4,84,88,306)		5,81,64,839
	Cash generated from Operations before tax		(4,06,74,89,444)		(1,28,50,34,432)
	Net Taxes Paid	(11,58,67,540)	(11,58,67,540)	(6,65,06,083)	(6,65,06,083)
	Net Cash Flows from Operating activities (A)		(4,18,33,56,984)		(1,35,15,40,515)
2	CASH FLOW ARISING FROM INVESTING ACTIVITIES:				
	Purchase/Sale of Investments		11,83,83,377		(16,50,50,163)
	Acquisition of Property,Plant & Equipment,Intangible Assets and Capital Work In Progress		(5,54,07,435)		(6,96,23,914)
	Sale of Property,Plant & Equipment		4,70,000		9,94,000
	Net cash flow in cases of Investing Activities(B)		6,33,86,942		(23,36,80,077)
3	CASH FLOW ARISING FROM FINANCING ACTIVITIES				
	Amount received from Issuance of Non Convertible Debentures		1,85,00,00,000		70,00,00,000
	Repayment of Non Convertible Debentures		(96,21,06,969)		(13,41,06,565)
	Amount received from long term borrowings		5,05,48,70,045		3,70,27,84,000
	Repayment of borrowings		(3,90,48,98,750)		(2,06,27,32,496)
	Short Term Borrowings (Net)		39,25,90,225		(27,33,65,890)
	Corporate dividend tax paid		(251)		(251)
	Equity shares issued		80,21,000		-
	Share Premium received (Net of issue expenses)		97,27,52,840		-
	Net Cash flow in cases of Financing Activities (c)		3,81,09,40,140		1,03,26,18,998
	Net Increase/(Decrease) in Cash and Cash equivalent (A+B+C)		(30,90,30,002)		34,72,98,406
	cash and cash equivalent as at the beginning of the year		40,09,23,842		5,36,25,436
	Cash and Cash Equivalent at the End of the year as per books		9,18,92,940		40,09,23,842
	Note: Cash and cash equivalents included in the Cash Flow Statement comprise of the following:-				
	I) Cash Balance on Hand		7,59,91,249		4,61,54,424
	II) Balance with Banks :				
	-In Current Accounts		1,28,79,290		34,04,10,797
	-In Fixed Deposits(Having Maturity less than 3 Months)		30,22,401		1,43,58,621
	Total		9,18,92,940		40,09,23,842
	Summary of significant accounting policies 2				
	The accompanying notes are an integral parts of the financial Statements				
	As per our report of even date				

For S.S. Kothari Mehta & Co.
Chartered Accountants
Firm Reg. No. 000756N

(HARISH GUPTA)
PARTNER
(M. No - 098336)

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

(RAJENDRA KUMAR SETIA)
MANAGING DIRECTOR
(DIN- 00957374)

(SHALINI SETIA)
WHOLE TIME DIRECTOR
(DIN - 02817624)

ESS KAY FINCORP LIMITED
JAIPUR

Sep 30, 2020
Limited Reviewed

B S R & Co. LLP
Chartered Accountants

14th Floor, Central Wing,
Tower 4, Nesco Center,
Western Express Highway, Goregaon (East),
Mumbai – 400063

Telephone: +91 22 6257 1000
Fax: +91 22 6257 1010

Limited review report on unaudited half yearly financial results of Ess Kay Fincorp Limited pursuant to Regulation 52 read with Regulation 63(2) of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

The Board of Directors of
Ess Kay Fincorp Limited

1. We have reviewed the accompanying Statement of unaudited financial results of Ess Kay Fincorp Limited ('the Company') for the half year ended on 30 September 2020 ("the Statement").

2. This Statement, which is the responsibility of the Company's management and approved by the Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34 "Interim Financial Reporting" ("Ind AS 34"), prescribed under Section 133 of the Companies Act, 2013, and other accounting principles generally accepted in India and in compliance with Regulation 52 read with Regulation 63(2) of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("the Listing Regulations"). Our responsibility is to issue a report on the Statement based on our review.

3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 *"Review of Interim Financial Information Performed by the Independent Auditor of the Entity"* issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Statement is free of material misstatement. A review is limited primarily to inquiries of company personnel and analytical procedures applied to financial data and thus provides less assurance than an audit. We have not performed an audit and accordingly, we do not express an audit opinion.

4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement, prepared in accordance with applicable accounting standards and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 52 read with regulation 63 (2) of the Listing Regulations including the manner in which it is to be disclosed, or that it contains any material misstatement.

B S R & Co. (a partnership firm with Registration No. BA61223) converted into B S R & Co. LLP (a Limited Liability Partnership with LLP Registration No. AAB-0181) with effect from October 14, 2013

Registered Office

14th Floor, Central B Wing and North C Wing, Nesco IT Park 4, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400063

B S R & Co. LLP

Page 2 of 2

5. As described in Note 6 to the Statement, in respect of accounts where moratorium benefit was granted, the staging of those accounts at 30 September 2020 is based on the days past due status considering the benefit of moratorium period in accordance with the Covid-19 Regulatory Package announced by the Reserve Bank of India vide notifications dated 27 March 2020, 17 April 2020 and 23 May 2020.

   Further, the extent to which the Covid-19 pandemic will impact the Company's financial performance is dependent on future developments, which are uncertain.

   Our review report is not modified in respect of these matters.

For B S R & Co. LLP
Chartered Accountants
Firm's Registration No: 101248W/W-100022

ASHWIN S SUVARNA Digitally signed by ASHWIN S SUVARNA Date: 2020.11.05 14:53:23 +05'30'

Ashwin Suvarna
Partner
Membership No: 109503
UDIN: 20109503AAAADN1305

Place: Mumbai
Date: 5 November 2020

ESS KAY FINCORP LIMITED JAIPUR

Limited Reviewed
Sep 30, 2020

ESS KAY FINCORP LIMITED
G 1-2, NEW MARKET, KHASA KOTHI, JAIPUR, RAJASTHAN - 302001
Email : info@skfin.in || Phone : 0141-4161300
CIN : U65923RJ1994PLC009051

Statement of profit & loss for the half year ended September 30, 2020

(Amount in Rs. in lakhs)

	Particulars	For the half year ended September 30, 2020 Unaudited	For the half year ended September 30, 2019 Unaudited	For the year ended March 31, 2020 Audited
	Revenue from operations			
	Interest income	30,360.15	24,077.02	54,544 50
	Fees and commission income	590.55	1,038.49	1,951.52
	Net gain on fair value changes	259 25	4.53	752.94
(I)	Total revenue from operations	31,209.95	25,120.04	57,248.96
(II)	Other income	485.33	591.68	991.31
(III)	Total income (I+II)	31,695.28	25,711.72	58,240.27
	Expenses			
	Finance costs	14,192.57	10,619.18	23,248.45
	Net loss on fair value changes	24.94	7.87	-
	Impairment on financial instruments	3,768.27	4,930.22	8,997 98
	Employee benefit expenses	5,375.51	4,715.27	10,571.01
	Depreciation and amortization	613.33	277.93	817 53
	Other expenses	1,353.73	1,485.12	4,054.83
(IV)	Total expenses	25,328.35	22,035.59	47,689.80
(V)	Profit before tax (III-IV)	6,366.93	3,676.13	10,550.47
(VI)	Tax expense			
	(1) Current tax	2,123.44	996.93	3,874 32
	(2) Deferred tax	(534.83)	(126.69)	(1,177.52)
	Total tax expense	1,588.61	870.24	2,696.80
(VII)	Profit for the year (V-VI)	4,778.32	2,805.89	7,853.67
(VIII)	Other comprehensive income / (expenses)			
	Items that will not be reclassified to profit or loss			
	- Remeasurements of the defined benefit plans	(69.93)	46.70	8 02
	Sub-total	(69.93)	46.70	8.02
	Income tax relating to items that will not be reclassified to profit or loss	17.60	(12.14)	(2 02)
	Other comprehensive income/(expenses)	(52.33)	34.56	6.00
(IX)	Total comprehensive income for the year (VII+VIII) (comprising profit and other comprehensive income/(expenses) for the year)	4,725.99	2,840.45	7,859.67
(X)	Earnings per equity share#			
	Basic (Rs.)	18.96	12 19	33.00
	Diluted (Rs.)	18.80	12.19	32.68

Earnings per share for the interim period is not annualized.

ESS KAY FINCORP LIMITED

ESS KAY FINCORP JAIPUR

Limited Reviewed
Sep 30, 2020

ESS KAY FINCORP LIMITED
G 1-2, NEW MARKET, KHASA KOTHI, JAIPUR, RAJASTHAN - 302001
Email : info@skfin.in || Phone : 0141-4161300
CIN : U65923RJ1994PLC009051
Balance Sheet as at September 30, 2020

(Amount in Rs. in lakhs)

Particulars	As at September 30, 2020 Unaudited	As at March 31, 2020 Audited
ASSETS		
Cash and cash equivalents	4,250.09	6,236 85
Bank balance other than cash and cash equivalents	45,568 51	37,044 98
Receivables		
Other receivables	2.38	0.30
Loans	2,71,008.93	2,85,001.04
Investments	7,291.64	13,836.90
Other financial assets	2,187.04	3,451.28
Total financial assets	3,30,308.59	3,45,571.35
Non-financial assets		
Current tax assets (Net)	6.68	93.09
Deferred tax assets (Net)	2,484.34	1,931.92
Property, plant and equipment	4,591.69	4,210.18
Capital work-in-progress	236.60	266 72
Intangibles under development	13 68	82 80
Other intangible assets	68.00	50.55
Other non-financial assets	1,586.06	437 38
Total non-financial assets	8,987.05	7,072.64
Total assets	3,39,295.64	3,52,643.99
LIABILITIES AND EQUITY		
LIABILITIES		
Financial liabilities		
Derivatives financial instruments	569.94	545.00
Payables		
Trade payables		
(i) total outstanding dues of micro enterprises and small enterprises	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-
Debt securities	1,32,593 36	1,26,014 13
Borrowings (other than debt securities)	1,01,542.26	1,25,571.17
Subordinated liabilities	4,057.12	4,047 72
Other financial liabilities	6,758.40	7,201.67
Total financial liabilities	2,45,521.08	2,63,379.69
Non-financial liabilities		
Current tax liabilities (Net)	320.48	301.68
Provisions	583.10	740.03
Deferred tax liabilities (Net)	-	-
Other non-financial liabilities	199.68	349.84
Total non-financial liabilities	1,103.26	1,391.55
EQUITY		
Equity share capital	503.97	503 90
Other equity	92,167.33	87,368.85
Total equity	92,671.30	87,872.75
Total liabilities and equity	3,39,295.64	3,52,643.99

ESS KAY FINCORP LIMITED
JAIPUR

ESS KAY FINCORP LIMITED
G 1-2, NEW MARKET, KHASA KOTHI, JAIPUR, RAJASTHAN - 302001
Email : info@skfin.in || Phone : 0141-4161300
CIN : U65923RJ1994PLC009051

Statement of Cash flow for the period ended September 30, 2020

(Amount in Rs. in lakhs)

Particulars	As at September 30, 2020 Unaudited	As at March 31, 2020 Audited
Cash flow from operating activities		
Profit before tax	6,366.93	10,550.47
Adjustments for		
(Profit)/loss on sale of fixed asset	9.93	(0.36)
Finance cost incurred	14,192.57	21,824.69
Interest income accrued	(29,553.28)	(52,083.53)
Impact on derecognition of loans sold under direct assignment transaction	(806.87)	(1,037.21)
Net (gain)/loss on FVTPL investments and derivatives	(234.31)	(752.94)
Impairment on financial instruments	3,768.27	8,997.99
Employee share based payment expenses	63.21	178.63
Depreciation and amortization	613.33	817.53
Operating cash flow before working capital changes	(5,580.22)	(11,504.73)
Adjustments for working capital changes:		
Decrease in trade receivables	(2.08)	2.35
Increase in loans	10,417.25	(1,09,346.15)
Decrease/(Increase) in other financial assets	568.97	696.18
Increase in other non-financial assets	(1,148.68)	(69.69)
Increase/(decrease) in other financial liabilities	(21.66)	(405.40)
Increase in provisions	(226.86)	169.20
Increase in other non-financial liabilities	(150.16)	10.46
Finance cost paid	(16,441.25)	(24,122.44)
Interest income received	29,335.92	48,100.26
Cash generated from operations	16,751.24	(96,469.96)
Direct taxes paid (net of refunds)	(1,978.59)	(3,640.55)
Net cash used in operating activities (A)	14,772.65	(1,00,110.51)
Cash flow from investing activities		
Purchase of property plant and equipment, capital work in progress and other intangible assets	(944.12)	(2,163.44)
Proceeds from sale of property plant and equipment	21.14	14.34
Investment in Fixed deposits	(44,293.86)	(88,022.03)
Proceeds from redemption of fixed deposits	37,296.45	75,427.89
Purchase of Investments	(7,000.00)	(41,110.00)
Proceeds from redemptions of investments	13,804.51	29,255.03
Net cash used in investing activities (B)	(1,115.88)	(26,598.21)
Cash flow from financing activities		
Proceeds from issue of shares and securities premium	13.00	23,500.00
Debt securities issued	41,000.00	90,250.00
Debt securities repaid	(32,722.78)	(35,316.66)
Borrowings other than debt securities taken	14,950.00	87,230.01
Borrowings other than debt securities repaid	(38,883.76)	(40,124.05)
Net cash generated from financing activities (C)	(15,643.53)	1,25,539.28
Net increase/(decrease) in cash and cash equivalents (A+B+C)	(1,986.76)	(1,169.44)
Add : cash and cash equivalents as at the beginning of the year	6,236.85	7,406.29
Cash and cash equivalents as at the end of the year*	4,250.09	6,236.85
*Components of cash and cash equivalents		
Balances with banks	3,759.02	6,135.85
Fixed deposits on hand	58.68	31.32
Cash on hand	432.39	69.68
	4,250.09	6,236.85

JAIPUR

Notes:

1) The Company is a systemically important non-deposit taking Non-banking financial Company ('NBFC') as defined under Section 45-IA of the Reserve Bank of India (RBI) act, 1934.
2) The financial results for the six months ended September 30, 2020 have been reviewed by the Audit Committee at it's meeting held on November 4, 2020 and approved by the Board of Directors at its meeting held on November 5, 2020. The report is being filed with the Bombay Stock Exchange Limited ("BSE") and is also available on the Company's website www.skfin in.
3) In compliance with Regulation 52 of the Securities Exchange Board of India ('SEBI') (Listing Obligations and Disclosure Requirements) Regulations, 2015, a 'Limited Review' of financial results for the half year ended September 30, 2020 and September 30, 2019 have been carried out by the Statutory Auditors of the Company
4) The financial results has been prepared in accordance with recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ('Ind AS 34') as prescribed under Section 133 of the Companies Act, 2013 ('the Act') read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time, and other accounting principles generally accepted in India.
5) Other equity include Statutory Reserve as per Section 45-IC of Reserve Bank of India Act, 1934, balance in securities premium, Employee stock option reserve and retained earnings.
6) In accordance with the Board approved moratorium policy read with the Reserve Bank of India (RBI) guidelines dated March 27, 2020, April 17, 2020 and May 23, 2020 relating to'COVID-19-regulatory package', the Company has granted moratorium up to six months on the payment of installments falling due between March 1, 2020 and August 31, 2020 to the eligible borrowers. For the accounts where moratorium benefit was granted, the staging as 30 September 30, 2020 is based on the days past due status considering the benefit of moratorium period. The Company continues to recognize interest income during the moratorium period and in the absence of other credit risk indicators, the granting of a moratorium period does not result in accounts becoming past due and automatically triggering stage 2 or stage 3 classification criteria

   Further, the Company holds provisions as at September 30, 2020 against the potential impact of COVID-19 based on the information available at this point in time. The extent to which the COVID-19 pandemic will impact the Company's financial performance is dependent on future developments, which are highly uncertain. The impact of the global health pandemic may be different from that estimated at the date of approval of these financial results and the Company will continue to closely monitor any material changes to future economic conditions.
7) The Government of India, Ministry of Finance, vide its notification dated October 23, 2020, had announced COVID-19 Relief Scheme for grant of ex-gratia payment of difference between compound interest and simple interest for six months to borrowers in specified loan accounts ("the Scheme"), as per the eligibility criteria and other aspects specified therein and irrespective of whether RBI moratorium was availed or not. The Company has commenced working on the operational aspects of the Scheme. On the basis of the initial assessment made by the Company, the implementation of the Scheme does not have a material impact on the income statement of the Company
8) Disclosure as required under RBI notification no. RBI/2019-20/220 DOR.No.BP.BC.63/21.04.048/2019-20 dated April 17, 2020 on COVID-19 Regulatory Package - Asset Classification and Provisioning

Particulars	(Amount in Rs. in lakhs)
(i) Respective amounts in SMA/overdue categories, where the moratorium/deferment was extended *	1,63,339.60
(ii) Respective amount where asset classification benefits is extended **	59,231.03
(iii) Provision made on the cases where asset classification benefit is extended *** In respect of accounts in default but standard where moratorium is granted, and asset classification benefit is extended, the Company has made general provisions of not less than 10 per cent of the total outstanding of such accounts as applicable as at September 30, 2020.	6,185.49
(iv) Provisions adjusted during the respective accounting periods against slippages and the residual provisions	NA

* Outstanding as on September 30, 2020 on account of all cases where moratorium benefit is extended by the Company up to August 31, 2020

** Outstanding on account of cases where the asset classification benefit is extended as on September 30, 2020 for cases which were entitled to a moratorium until August 31, 2020

*** The Company has made provision for impairment loss allowance (as per Expected credit loss model) for the period ended September 30, 2020.

9) The Secured listed Non-Convertible Debentures of the Company are secured by first pari passu mortgage of immovable property situated at Chennai, Tamilnadu and first and exclusive charge on receivables of the Company by way of hypothecation to the extent of minimum 100% times of the amount outstanding.
10) In terms of the requirement as per RBI notification no RBI/2019-20/170DOR(NBFC) CC PD No 109/22.10.106/2019-20 dated March 13, 2020 on Implementation of Indian Accounting Standards, Non-Banking Financial Companies (NBFCs) are required to create an impairment reserve for any short fall in impairment allowances under Ind AS 109 and Income Recognition, Asset Classification and Provisioning (IRACP) norms (including provision on standard assets). The impairment allowances under Ind AS 109 made by the Company exceeds the total provision required under IRACP (including standard asset provisioning), as at September 30, 2020 and accordingly, no amount is required to be transferred to impairment reserve.
11) The Company is not a large corporate as per the criteria given under SEBI circular SEBI/HO/DDHS/CIR/P/2018/144 dated November 26, 2018 and hence the disclosure in respect of said circular is not applicable.

For and on behalf of the Board of Directors of
Ess Kay Fincorp Limited

Rajendra Kumar Setia

Rajendra Kumar Setia
Managing Director
DIN 00957374

Place Jaipur
Date 5 November 2020

ESS KAY FINCORP LIMITED JAIPUR