No: EKFL/02/2020-21
Addressed to: **Bank of Maharashtra**

INFORMATION MEMORANDUM
ESS KAY FINCORP LIMITED
(Erstwhile Ess Kay Auto Finance Private Limited)
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994
Registered Office: G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan – 302001
Telephone No.: +91 141 4734016
Website: www.skfin.in

Information Memorandum for issue of Debentures on a private placement basis on June 06, 2020

Issue of 100 (One Hundred) Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable Non-convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, aggregating up to Rs. 10,00,00,000/- (Rupees Ten Crores only) on a private placement basis (the "Issue").

Background

This Information Memorandum is related to the Debentures to be issued by Ess Kay Fincorp Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on May 21, 2020 and the Board of Directors of the Issuer on June 03, 2020 read with the resolution passed by the Executive Committee of the Board of Directors dated June 05, 2020 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated May 21, 2020 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to borrow, upon such terms and conditions as the Board may think fit, for amounts up to INR 45,00,00,00,000 (Indian Rupees Four Thousand and Five Hundred Crores). The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s).

General Risks

Investment in debt and debt related securities involve a degree of risk and Investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the Investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("**SEBI**") nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of Investors is invited to the statement of Risk Factors at SECTION 3 of this memorandum of private placement for issue of Debentures on a private placement basis ("**Information Memorandum**" or "**Disclosure Document**"). This Information Memorandum has not been submitted, cleared or approved by SEBI.

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, confirms and represents that the information contained in this Information Memorandum/ 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

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as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Issuer is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by CRISIL Limited ("Rating Agency" / "CRISIL"). The Rating Agency has, vide its letter dated June 03, 2020 assigned a rating of "[CRISIL A" (pronounced as "CRISIL A]") with 'stable' outlook in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and Investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to Annexure II of this Information Memorandum for the letter dated June 03, 2020 from the Rating Agency assigning the credit rating abovementioned and the rating rationale dated June 03, 2020 issued by the Rating Agency disclosing the rating rationale adopted for the aforesaid rating.

Issue Schedule

Issue Opens on: June 08, 2020
Issue Closing on: June 08, 2020
Deemed Date of Allotment: June 08, 2020

The Issuer reserves the right to change the Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

The Debentures are proposed to be listed on the wholesale debt market of the Bombay Stock Exchange ("BSE").

Debenture Trustee	Registrar and Transfer Agent
IDBI trustee IDBI Trusteeship Services Ltd IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17. R. Kamani Marg, Ballard Estate, Mumbai – 400001 Phone: 022 40807000 Email: deepak.avasthi@idbitrustee.com	KFINTECH Registrar & Share Transfer Agent Kfin Technologies Private Limited 46, Avenue, 4th Street, No. 1, Banjara Hills, Hyderabad-500034 Tel: +91 40 33211000, 67162222 Email: rakesh.santhalia@karvy.com

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Information Memorandum.

Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicable Law	Includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer cum Application Letter(s), to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as **Annexure IV**.
Board/Board of Directors	The Board of Directors of the Issuer.
Business Day	any day of the week (excluding no-working Saturdays, Sundays, and any day on which banks are closed for business in Mumbai) on which banks are open for business in Mumbai, and "Business Days" shall be construed accordingly;
CDSL	Central Depository Services (India) Limited.
Client Loan	Each loan made by the Issuer as a lender, and "**Client Loans**" shall refer to the aggregate of such loans.
Control	shall mean (a) the direct or indirect beneficial ownership of or the right to vote in respect of, directly or indirectly, more than 51% (Fifty One percent) of the voting shares or securities of such person; (b) the power to control the majority of the composition of the board of directors of such person; (c) the power to control the management or policy decisions exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements or in any other manner; or (d) any combination of (a), (b) and (c). For avoidance of doubt, it is clarified that the term "Control" shall also include the instances covered within the definition of control in Section 2(27) of the Companies Act, 2013.
Debentures / NCDs	100 (One Hundred) Secured Rated Listed Redeemable Non-Convertible Debentures bearing a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, aggregating to Rs. 10,00,00,000/- (Rupees One Crores only).
Debenture Holders / Investors	The holders of the Debentures issued by the Issuer and shall include the registered transferees of the Debentures from time to time.
Debenture Trustee	IDBI Trusteeship Services Limited
Debenture Trustee Agreement	Agreement executed / to be executed by and between the Debenture Trustee and the Company 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	Shall mean the debenture trust deed executed/to be executed by and between the Debenture Trustee and the Company *inter alia* recording the terms and conditions upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Deemed Date of Allotment	June 08, 2020.

Demat	Refers to dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 2018, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Issuer.
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP ID	Depository Participant Identification Number.
Due Date	Any date on which the holders of the Debentures are entitled to any payments, whether on maturity or earlier, on exercise of the option to redeem the Debentures prior to the scheduled Maturity Date or acceleration.
EFT	Electronic Fund Transfer.
Final Settlement Date	the date on which the entire outstanding amounts of the Company in relation to the Debentures including the principal amounts, the Coupon accrued thereon, the Default Interest, additional interest, costs, fees, charges, etc. and all obligations of the Company under the Transaction Documents have been irrevocably and unconditionally discharged in full, to the satisfaction of the Debenture Trustee.
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
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	The President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by applicable law and any court, tribunal or other judicial or quasi-judicial body and shall include, without limitation, a stock exchange and any regulatory body.
Issue	Private Placement of the Debentures.
Issue Closing Date	June [8], 2020
Issue Opening Date	June [8], 2020
Issuer/ Company	Ess Kay Fincorp Limited.
Majority Debenture Holders	Debenture Holders whose participation or share in the principal amount(s) outstanding with respect to the Debentures aggregate to more than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures for the time being outstanding.
Material Adverse Effect	The effect or consequence of an event, circumstance, occurrence or condition (not being an event or circumstance arising out of any legislative or regulatory actions) which has caused or is likely to cause, as of any date of determination, in the sole opinion of the Debenture Trustee, a material and adverse effect on: (i) the financial condition, business or operation of the Issuer; (ii) the ability of the Issuer to perform their obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).

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Maturity Date	June [8], 2023, being 36 (Thirty Six) months from the Deemed Date of Allotment, or such other date on which the final payment of the principal amount of the Debentures becomes due and payable provided by the Debenture Holders, whether at such stated maturity date, by declaration of acceleration, or otherwise.
N.A.	Not Applicable.
NBFC	Non-banking financial company
NSDL	National Securities Depository Limited.
PAN	Permanent Account Number.
Private Placement Offer cum Application Letter	Shall mean the private placement offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
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.
RBI	Reserve Bank of India.
Record Date	The date which will be used for determining the Debenture Holders 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 such Due Date.
Register of Debenture Holders	The register maintained by the Company containing the name(s) of Debenture Holder(s) in the form and manner as prescribed under the Companies (Management and Administration Rules), 2014, which shall be maintained at the registered office of the Company.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Kfin Technologies Private Limited.
ROC	Registrar of Companies.
Rs. / INR	Indian Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
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.
TDS	Tax Deducted at Source.
The Companies Act/ the Act	The Companies Act, 1956 as amended from time to time and to the extent repealed and replaced, by the Companies Act, 2013 shall mean the Companies Act, 2013 and the relevant rules issued thereunder.
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 SECTION 7 and shall include the Information Memorandum, the Private Placement Offer cum Application Letter, the Debenture Trustee Agreement, the shareholder resolution authorising private placement of debentures under Section 42 of the Companies Act, 2013, board resolution authorising the issuance of Debentures under Section 179 of the Companies Act, 2013. the credit rating letter from the Rating Agency, the consent letter from the Debenture Trustee, the Debenture Trust Deed and any other document that may be designated by the Debenture Trustee as a Transaction Document.
WDM	Wholesale Debt Market segment of the BSE.
Wilful Defaulter	Shall mean an issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and

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	includes an issuer whose director or promoter is categorized as such in accordance with Regulation 2(n) of SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

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SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Information Memorandum 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. The issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. 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 Information Memorandum 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 Information Memorandum/ 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 Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Information Memorandum/Private Placement Offer cum Application Letter(s) shall be filed with the ROC and SEBI within the stipulated timelines under the Companies Act.

This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and the applicable RBI Circulars governing private placements of debentures by NBFCs. This Information Memorandum has been prepared solely to provide general information about the Issuer to the eligible investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any eligible investor may require. Further, this Information Memorandum 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 Information Memorandum 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 Information Memorandum 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 analyse 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 Information Memorandum (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 Information Memorandum 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 been authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum and/or the Private Placement Offer cum Application Letter(s) are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum 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 Information Memorandum would be doing so at its own risk.

This Information Memorandum, the Private Placement Offer cum Application Letter(s) and the contents hereof 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

Information Memorandum and/or the Private Placement Offer cum Application Letter(s) are intended to be used only by those potential 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 person other than those to whom Application Forms along with this Information Memorandum and the Private Placement Offer cum Application Letter(s) being issued have been sent. Any application by a person to whom the Information Memorandum and/or the Private Placement Offer cum Application Letter(s) has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum and/or the Private Placement Offer cum Application Letter(s) shall not reproduce or distribute in whole or 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum and/or the Private Placement Offer cum Application Letter(s) decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) to reflect subsequent events after the date of Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum is made available to potential Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum 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 Information Memorandum, 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 Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum 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 Information Memorandum. However, the Company undertakes to file this Information Memorandum and/or the Private Placement Offer cum Application Letter(s) with SEBI within 30 (Thirty) days from the Deemed Date of Allotment as per the provisions of the Act and the rules thereunder.

2.4 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to Investors as specified under the clause titled "Eligible Investors" of this Information Memorandum, who shall be/have been identified upfront by the Issuer. This Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Jaipur, India. This Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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.

2.5 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.

2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised 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 Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) 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 Information Memorandum and/or the Private Placement Offer cum Application Letter(s) and reach their own views prior to making any investment decision.

3.1 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Potential Investors should be aware that receipt of the principal 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 ACCOUNTING CONSIDERATIONS

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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.

3.7 SECURITY MAYBE INSUFFICIENT TO REDEEM THE DEBENTURES

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Investor's recovery in relation to the Debentures will be subject to (i) the market value of such secured property, (ii) finding willing buyers for the Security at a price sufficient to repay the potential Investors amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

3.8 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.

3.9 LEGALITY OF PURCHASE

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.

3.10 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.

3.11 RISKS RELATED TO THE BUSINESS OF THE ISSUER

A. ***Majority of the Issuer's loans are secured and the clients of these loans are of the high risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.***

The vehicle loans provided by the Issuer are secured and if the Issuer is unable to control the level of 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.

As on March 31, 2020, the gross NPA was Rs 84.66 crores on a gross portfolio of Rs 2986.47 crores (including managed / securitized portfolio of Rs. 128.32 crores)*.

*PTCs are included in own books

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being 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 members largely belong to low-income segment 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. ***The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud***

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

C. ***Loans due within three years account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income***

All of the loans the Issuer issues are due within approximately two years of disbursement. The relatively short-term nature of the Issuer's loans means that the Issuer's long-term interest income stream is less certain than if a portion of its loans were for a longer term. In addition, the Issuer's customers may not obtain new loans from the Issuer upon maturity of their existing loans, particularly if competition increases. The potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset has increased from one year to two year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

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. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it 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.

E. *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 vehicle finance, 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 also dependent on its team of personnel who directly manage its relationships with its members. 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 members 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 intense in this industry, 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.

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

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.

G. *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*

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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.

H. *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.*

NBFCs 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 non-deposit taking NBFC (NBFC-ND). Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer 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 the Issuer 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.

I. *Competition from banks and financial institutions, as well as state-sponsored social programs, may adversely affect our profitability and position in the Indian lending industry*

The Issuer faces most significant competition from other NBFCs and banks in India. Many of the institutions with which Issuer competes have greater assets and better access to, and lower cost of, funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. The Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

3.12 RISKS RELATED TO CORONAVIRUS DISEASE 2019 (COVID-19)

While we share our experience on solution based approach in this brief write up we expect and hope everyone at your end is safe and healthy. The last few months have been very crucial for not just India but the entire world to have gone through the COVID-19 virus, the resultant Lockdown in various phases in different countries. But the impact has been equally difficult for all those who were affected with the Virus. The world has been phasing out commendably with both the Virus and the lockdown. Corona Virus as we see has impacted economies all over the nations since the lockdown led to economic activities come at a standstill. As of now, while the corona virus continue to exist in the health and finance system worldwide we have to re-start the activities to suppress the after math of the Virus that has affected the over-all functioning of nations.

I. Impact on Disbursements and our plan ahead:

a) To give a brief understanding of our current situation and how Ess Kay has managed the COVID situation so far, we have taken a conservative approach and in the last 2 months have held back on our disbursals. Our sales and collections task force has been deployed to concentrate right now only on collections and managing the on-ground situation of the Moratorium operational exercise.

b) As the economy is opening up, we understand that all activities including its supply chain have been restated back to normal. Even government is now supporting and insisting on getting back to normal activity levels albeit certain precautions. The segment that we cater two has two primary characteristics, i.e. one being the rural segment and two being agri-backed. COVID and its after impacts were less felt in the rural/semi-urban segment that we have a presence in. As we see the demand surging in goods transportation and passenger vehicles we are devising a policy which is risk-balanced and we plan to cater at the start of it to our existing customers for initial few days till we gauge the complete scenario before us. We have made requisite changes in our policy pertaining to LTV, FOIR, segmentation, IRR, Average ticket size and alike important indicators that form our underwriting decision making.

c) While this is very early to commit but the basic sense is that we through a limping approach would first like to cater to demand of our existing customers or its ecosystem through their reference checks and then to new customers outside our ecosystem for business while we are positively and gradually getting back to normalcy in terms of collections.

d) Since we cater to borrowers who operate in last mile connectivity daily consumption segment who are part of our ecosystem we feel that all our borrowers should be able to resume normal activities with limping approach wherein in the short they would need and are expecting need based support from us for the time being so that they would be able to focus on earning rather getting distracted by undue pressure of debt servicing.

e) Further as stated above would start normal process of disbursement by taking gradual approach and will incrementally can increase the pace depending upon the response from the market. In the initial stage we will begin with our farm equipment and MSME segment then gradually will move towards small commercial vehicle segment.

II. Impact on the Collections:

The lockdown was announced on March 22nd 2020 for a period of 21 days until April 17th 2020 whereby the entire nation was under lockdown with only basic services of grocery being open for general public. On 27th March 2020 the Reserve Bank of India, in order to prevent transmission of financial stress to real economy and ensure the continuity of viable businesses and provide relief to borrowers in the extraordinarily troubled times announced a moratorium of 3 months from March 2020 to May 2020. The collection efficiency in the month of March 2020 was slightly impacted due to the announcements made in the later end of the month.

Due to the slow-down in the economic activities and the Moratorium availed by our underlying customers, focus of the consumers was on conserving cash to prepare for the unforeseen circumstances of the pandemic and there was no visibility on possibility of opening up of lockdown in near future thereby creating fear psychosis of dipping into savings and servicing debt obligations.

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1. With gradual phasing out of lockdown in the Lockdown 3.0 and Lockdown 4.0 measures during the month of May 2020, major segments primarily essentials, goods transportation and passenger vehicles resumed their normal operations followed by allied activities.
2. The Rabi Harvest was transported to the Farmer's market whereby the Government has been prompt enough to repay to the farmers. Since majority of our consumer segment are rural and agri backed, this development in the transportation of farm produce added to the cash reserve and to avoid additional debt burden due to accrued interest in the Moratorium period, the borrowers have prioritized debt obligations.
3. The passenger vehicle segment which is a major part of our portfolio includes owners who drive their own vehicle for livelihood. Since the source of livelihood is their vehicle, the customers usually avoid deferring the payments and with passenger vehicles plying back on the roads since majorly migrant workers are getting back to their work places and borders have been opening up, our borrowers are resuming back to business which helps them to earn daily wages and make due repayments of their debt.
4. So accordingly in the month of May 2020, the collection efficiency stood at 62% and 142% based on pre moratorium and post moratorium billing respectively. The billing in the month of May 2020 has been above industry average for Ess Kay Fincorp.
5. This provides us with due confidence that going forward including current month the collection efficiencies will start significantly improving.

III. Overall Expected write offs:

In the normal times historically the overall write offs generally hover in the range of 1.25% to 1.50% which includes everything like write offs, Repossession loss, One time settlements. Post covid our expectation is that there would be additional dent of 100 bps over and above normal write offs for which we have already increased our provision coverage ratio from 25% last year to 45% this year.

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SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the FY ended 31.03.2019 are set out in **Annexure V** hereto

SECTION 5: REGULATORY DISCLOSURES

The Information Memorandum is 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.

5.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to the BSE:

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 June 05, 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 20 (Twenty) working days of execution of the same;
I. Where applicable, an undertaking that permission / consent from the prior creditor for a second or *pari passu* charge being created, in favour of the trustees to the proposed issue has been obtained; and
J. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.2 Documents Submitted to Debenture Trustee

The following documents have been/shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:

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. 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 Issuer would, until the redemption of the debt securities, submit the details mentioned in point (D) above to the Debenture Trustee within the timelines

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as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred and Eighty) calendar days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' and other existing debenture-holders within 2 (two) Business Days of their specific request.

5.3 Name and Address of Registered Office of the Issuer:

Name:	Ess Kay Fincorp Limited
Registered Office of Issuer:	G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan – 302001
Corporate Office of Issuer:	G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302001
Compliance Officer of Issuer:	Ms. Anagha Bangur, Company Secretary G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302001
CFO of Issuer:	Mr. Atul Arora, Phone No: 0141-4734016 Address: G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan – 302001
Corporate Identification Number:	U65923RJ1994PLC009051
Phone No.:	+91 141 4734016
Fax No:	-
Contact Person:	Mr. Vivek Singh, G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan – 302006
Email:	anagha.bangur@skfin.in
Website of Issuer:	www.skfin.in
Auditors of the Issuer:	B S R & Co. LLP Address: 5th Floor, Lodha Excelus, Apollo Mills Compound N.M Joshi Marg Mahalaxmi Mumbai-4000 11
Trustee to the Issue:	IDBI Trusteeship Services Limited Address: Asian Building, Ground Floor, 17. R. Kamani Marg, Ballard Estate, Mumbai – 400001, Tel: +91 22 40807000 Email: deepak.avasthi@idbitrustee.com
Registrar to the Issue:	Kfin Technologies Private Limited

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	[46, Avenue, 4th Street, No. 1, Banjara Hills, Hyderabad-500034]
Credit Rating Agency of the Issue:	CRISIL Limited,Address: CRISIL House. Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076

5.4 A brief summary of business / activities of the Issuer and its line of business

A. Overview:

Ess Kay Fincorp Limited 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.

B. Corporate Structure/Organization Structure

i. 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.
- **Commercialisation:** 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.

ii. Business Segments

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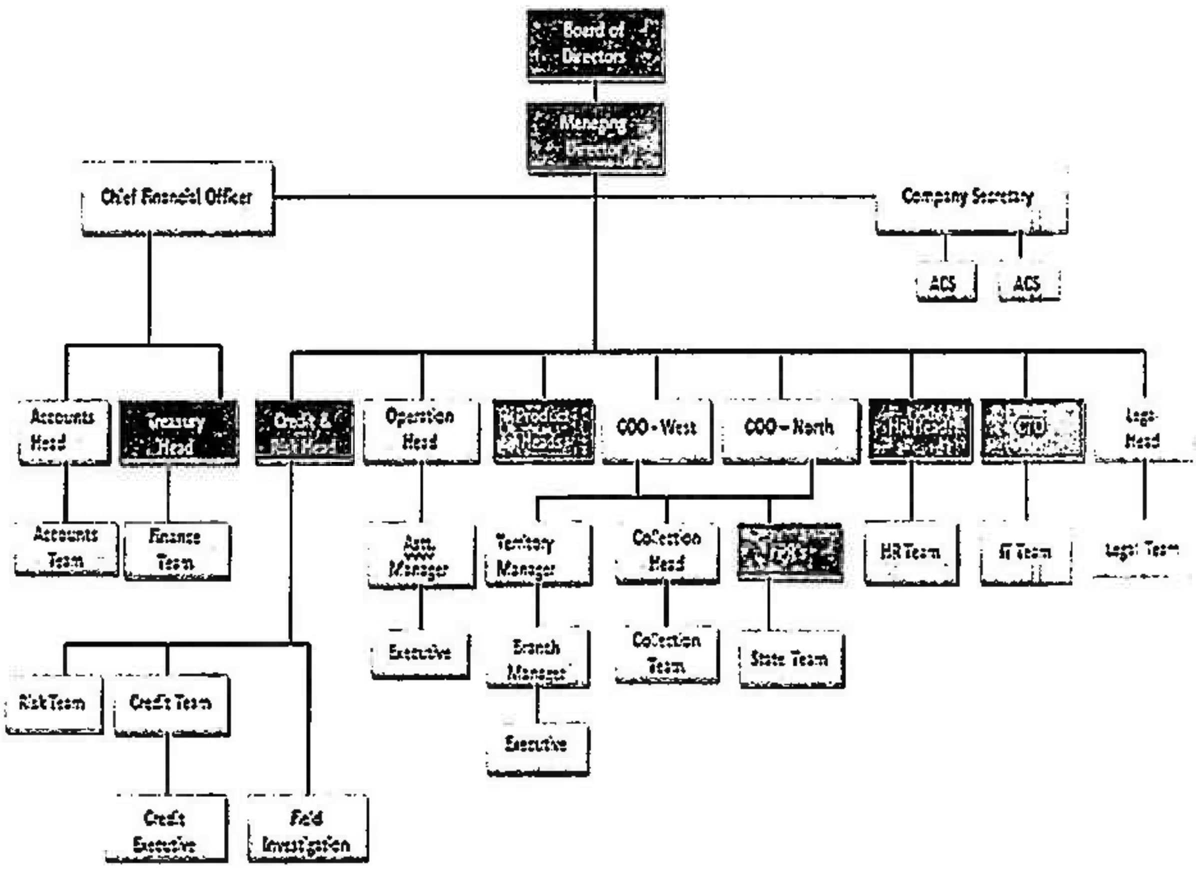
Ess Kay lends financial assistance in the form of loans, to help meet customers' needs in the transportation life cycle from end-to-end. We finance Medium Commercial Vehicles (MCV), Light Commercial Vehicles (LCV), Multi-Utility Vehicle (MUV), Cars, Two – Wheelers and MSME financing. Apart from financing 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

(i) **Corporate Structure**



C. **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis.**

(Rs. In lacs)

Parameters	Audited	Audited	Audited	Un Audited
	31-Mar-17	31-Mar-18	31-Mar-19	31-Mar-20

	(in Lakhs)	(in Lakhs)	(in Lakhs)	(in Lakhs)
Net Worth	8,627	20,630	55,518	88,203
Total Debt	61462	89763	129917	2,56,544
- Non-current maturities of long term Borrowings	30198	42815	80262	* Bifurcation not available
- short term borrowings	4597	8523	6505	
- Current maturities of long term Borrowings	26667	38425	43150	
Net Fixed Assets	1016	1230	1704	1689
Non-Current Assets	38367	69175	102226	
Cash and Cash equivalents	5543	2937	27761	43184
Current investments	-	-	1100	13942
Current Assets	37714	51696	66525	
Current liabilities	37811	56944	59369	
Assets Under Management	82449	128198	200184	3,09,152
Off balance sheet assets	24931	27155	47216	12,832
Interest Income	12056	16931	28901	53,446
Interest Expense	6570	8479	13096	23,302
Provisioning for loan portfolio	674	1206	2059	6,745
PAT	1230	2195	5223	8307
Gross NPA (%)	4.22%	3.37%	3.83%	3.26%
Net NPA (%)	3.41%	2.57%	2.87%	1.80%
Recognition of NPA	120 days	90 days	90 days	90 days
Tier I Capital Adequacy Ratio (%)	11.56%	16.72%	31.17%	30.53%
Tier II Capital Adequacy Ratio (%)	6.20%	3.52%	1.85%	1.47%

D. **Gross Debt: Equity Ratio of the Company (As on March 31, 2020):**

Before the issue of debt securities	2.96
After the issue of debt securities	2.97

Calculations

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

Debt – INR in lakhs	2,61543.81
Equity – INR in lakhs	88,203.03
Debt/Equity	2.96

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

Debt – INR lakhs	2,62543.81
Equity – INR lacs	88,203.03
Debt/Equity	2.97

E. **Project cost and means of financing, in case of funding new projects: N.A.**

5.5 **A Brief history of Issuer since its incorporation giving details of its following activities:**

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A. **Details of Share Capital as on last quarter end i.e. March 31, 2020:**

Share Capital	Rs.
Authorised	In INR Lakhs
Equity share capital	575.00
Preference share capital	Nil
TOTAL	575.00
Issued, Subscribed and Fully Paid- up	503.90
Equity share capital	503.90
Preference Shares	Nil
TOTAL	503.90

B. **Changes in its capital structure as on last quarter end i.e. March 31, 2020, for the last five years:**

Changes in its capital structure as on last quarter end	Change in Authorised Share Capital (Equity and Preference) (Rs.)		Particulars
Date of Change (AGM/ EGM)	Existing	Revised	Change in capital (Rs.)
31.12.2010	12,500,000	25,000,000	+12,500,000
31.12.2011	25,000,000	25,000,000	-
31.12.2012	25,000,000	45,000,000(E.S.) 12,500,000(P.S)	+20,000,000 +12,500,000
31.12.2013	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.12.2014	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.12.2015	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.03.2017	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
5.12.2017	45,000,000(E.S.) 12,500,000(P.S)	5,75,00,000(E.S.)	-
11.09.2018	5,75,00,000(E.S.)	5,75,00,000(E.S.)	Each ES of Rs. 100 was splitted into 50 ES of Rs. 02 each.

C. **Equity Share Capital History of the Company as on last quarter end i.e. March 31, 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		No. of equity	Equity share Capital	Equity Share Premi	

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					price)		shares		um (in Rs.)	
31.03.2010	Asha Kothari	3650	100	500	1,825,000	Equity	123,150	12,315,000		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				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	164,790	16,479,000		
	Arjun Das Setia	320	100	500	160,000	Equity				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	**199,518**	**19,951,800**		
	Arjun Das Setia	1200	100	2000	600,000	Equity				Shares transferred on 16.08.2014
	Rajendra Kumar Setia	13480	100	2000	6,740,000	Equity				

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	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**			

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30.12.2017	Norwest Venture Partners X – Mauritius	44,468	100	12,467.26	55,43,94,117.68	Equity	350919	35091900	991977924.6	Fresh Allotment
	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

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										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 & 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		Fresh Allotment
31.10.2018	Evolvence Coinvest I	455847	02	596.29	271817007.63	Equity	21661282	43322564	2802391729.41	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 Limited	1,316,497	02	1078.62	1,419,999,994.14	Equity	24332626	48665252	2345642760.2	Fresh Allotment
21.11.2019	Norwest Venture Partners X	630,435	02	1078.62	679,999,799.70	Equity	24963061	49926122		Fresh Allotment

	– Mauritius									
21.11.2019	Evolvence India Fund III Ltd	231,778	02	1078.62	250,000,386.36	Equity	25194839	50389678		Fresh Allotment

D. Details of any Acquisition or Amalgamation in the last 1 (one) year: NIL

E. Details of any Reorganization or Reconstruction in the last 1 (one) year: NIL

5.6 Details of the shareholding of the Company as on the latest quarter end, i.e., March 31, 2020:

A. Shareholding pattern of the Company as on the latest quarter end, i.e., March 31, 2020:

S. No.	Name of Shareholder	Nature of Shares	Face Value per share in Rs.	No. of shares	% of paid-up share capital
1	Rajendra Kumar Setia	Equity	02	1,03,27,547	40.99
2	Shalini Setia	Equity	02	650	0.00
3	Yash Setia	Equity	02	650	0.00
4	Bhajan Devi Setia	Equity	02	650	0.00
5	Rajendra Kumar Setia (HUF)	Equity	02	62,500	0.25
6	Norwest Venture Partners X-Mauritius	Equity	02	62,76,482	24.91
7	Baring Private Equity India AIF	Equity	02	15,40,400	6.11
8	Karma Holdings Mauritius Limited	Equity	02	4,64,850	1.85
9	Evolvence Coinvest I	Equity	02	18,99,647	7.54
10	TPG Growth IV SF Pte Limited	Equity	02	43,89,035	17.42
11	Evolvence India Fund III Ltd.	Equity	02	2,31,678	0.92
12	Atul Arora	Equity	02	650	0.00
Total				2,51,94,839	100.00

Notes: Details of Shares pledged or encumbered by the promoters (if any): None

B. List of top 10 holders of equity shares of the Company as on March 31, 2020:

S. No.	Name of Shareholder	Nature of Shares	Face Value per share in Rs.	No. of shares	% of paid-up share capital
1	Rajendra Kumar Setia	Equity	02	1,03,27,547	40.99
2	Shalini Setia	Equity	02	650	0.00
3	Yash Setia	Equity	02	650	0.00
4	Bhajan Devi Setia	Equity	02	650	0.00
5	Rajendra Kumar Setia (HUF)	Equity	02	62,500	0.25

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6	Norwest Venture Partners X-Mauritius	Equity	02	62,76,482	24.91
7	Baring Private Equity India AIF	Equity	02	15,40,400	6.11
8	Karma Holdings Mauritius Limited	Equity	02	4,64,850	1.85
9	Evolvence Coinvest I	Equity	02	18,99,647	7.54
10	TPG Growth IV SF Pte Limited	Equity	02	43,89,035	17.42
11	Evolvence India Fund III Ltd.	Equity	02	2,31,678	0.92
12	Atul Arora	Equity	02	650	0.00
Total				2,51,94,839	100.00

5.7 Following details regarding the directors of the Company:

A. Details of current directors of the Company:

This table sets out the details regarding the Company's Board of Directors as on the date of this Information Memorandum:

Sr. No	Director's name	Date of Birth	Age	PAN	Director of the company since	DIN	Address	Details of other directorships
1.	Rajendra Kumar Setia	01.07.1969	49 Years	AGWPS0094A	21.11.1994	00957374	2 Cha 12 Jawahar Nagar, Jaipur	Nil
2.	Shalini Setia	04.06.1972	47 Years	ABXPS3855K	01.01.2010	02817624	2 Cha 12 Jawahar Nagar, Jaipur	Nil
3.	Amar Lal Daultani	13.03.1955	64 Years	AKDPD8573G	01.04.2016	05228156	703, Dev Plaza, Near Tejaswani Hospital Kadri, Temple Road, Mangalore, Karnataka.	1. Deveni o Optimus Advisors Private Limited; 2. Ativir Stock Broking Private Limited; 3. Viraj Profiles Limited

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4.	Munish Dayal	03.04.1966	53 Years	AAFPD7954D	26.02.2018	01683836	H.N. LCG804A, Sushant Lok-1,Laburnum Apartment Gurgaon,Teh – Gurgaon	1. IVC Association 2. Manappuram Home Finance Limited 3. Starkarma Realty Holdings India Private Director Limited 4. Proactive Data Systems Private Limited 5. RMZ Infotech Private Limited RMZ Infrastech Private Limited Infrasoft Technologies Limited Infrasoft Technologies Pte. Ltd., Singapore Infrasoft Technologies Sdn. Bhd., Malaysia111. Infrasoft Technologies Inc., USA Infrasoft Technologies Limited,UK
5.	Anand Raghvan	04.06.1961	58 Years	AACPA1877D	07.04.2018	00243485	22/1, Warren Road, Mylapore, Chennai 600004	1. MMTC Limited 2. Sterling Holiday Resorts Limited 3. Five-Star Business Finance Limited 4. Five-Star Housing Finance

								Private Limited 5. Chennai International Centre 6. Nani Palkhivala Arbitration Centre
6.	Akshay Tanna	20/11/1982	38 years	ADQPT5502K	03.06.2020	02967021	A/72, Darshan Apts, Mount Pleasant Road, Malabar Hill, Near Chief Ministers Bungalow, Mumbai-400006, Maharashtra	1. Dodla Dairy Limited 2. Big Tree Entertainment Private Limited 3. Landmark Insurance Brokers Private Limited 4. Lenskart Solutions Private Limited 5. Automark Motors Private Limited 6. Landmark Commercial Vehicles Private Limited 7. Fsn E-Commerce Ventures Private Limited

B. Details of change in directors since last three years as on March 31, 2020:

Name	Designation	DIN	Date of Appointment	Date of Resignation (in case of resignation)	Remarks
Naval Jawaharlal Totla	Independent Director	2408585	05.03.2012	20.05.2014	Appointment and Resignation
Anshuman Goenka	Independent Director	02276712	20.05.2014	25.03.2015	Appointment and Resignation
Sanjiv Singhal	Nominee Director	02408616	25.03.2015	30.12.2017	Appointment and Resignation
Govind Saboo	Independent Director	06724172	29.12.2014	01.04.2016	Appointment and Resignation
Amar Chand	Independent	07144	25.03.2015	08.05.2018	Appointment and

Chug	Director	359			Resignation
Arjun Das Setia	Director	00469 127	21.11.1994	29.09.2015	Appointment and Resignation
Amar Lal Daultani	Independent Director	05228 156	01.04.2016	-	Appointment
Rahul Bhasin	Nominee Director		30.12.2017	05.09.2018	Appointment and Resignation
Munish Dayal	Nominee Director	01683 836	26.02.2018		Appointment
R Anand	Independent Director	00243 485	07.04.2018		Appointment
Gaurav Trehan	Nominee Director	03467 781	31.10.2018	22.05.2020	Appointment and Resignation
Akshay Tanna	Additional Director	02967 021	03.06.2020		Appointment

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any*: Nil

5.8 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	NA

B. Details of change in auditors since last three years:

Name	Address	Date of appointment	Auditor since	Remark
Gopal Ghiya and Associates	B-49 Gautam Marg Hanuman Nagar Jaipur-302021	24.11.1994	Since incorporation i.e. 24.11.1994 to 30.09.2014	NIL
SS Kothari Mehta	146-148 Tribhuvan Complex, Ishwar Nagar, Mathura road, New Delhi 110017	30.09.2014	30.09.2014 to 1.09.2018	NIL
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	11.09.2018 to 01.09.2023	NIL

5.9 Details of borrowings of the Company, as on latest quarter end i.e. March 31, 2020:

A. Details of Secured Loan Facilities as on March 31, 2020

S. No.	Name of the Bank / Institution	Sanctioned Amount	O/s as on 31.03.2020
	Term loan from banks		

1	RBL Bank Limited	22.90	7.84
2	RBL Bank Limited	40.00	27.33
3	HDFC Bank Limited	10.00	3.98
4	HDFC Bank Limited	15.00	10.10
5	HDFC Bank Limited	25.00	18.20
6	HDFC Bank Limited	25.00	21.37
7	The South Indian Bank Limited	12.00	2.25
8	The South Indian Bank Limited	10.00	10.00
9	Oriental Bank of Commerce	10.00	0.83
10	Oriental Bank of Commerce	15.00	13.93
11	Dcb Bank Limited	13.00	2.56
12	Andhra Bank	15.00	1.25
13	Axis Bank	25.00	2.09
14	Bank of Baroda (earlier Vijaya Bank)	5.00	2.31
15	Indusind Bank Limited	25.00	6.22
16	Indusind Bank Limited	15.00	10.68
17	Utkarsh Small Finance Bank	20.00	6.67
18	Ujjivan Small Finance Bank Ltd	20.00	7.50
19	Ujjivan Small Finance Bank Ltd	20.00	18.33
20	Kotak Mahindra Bank Limited	40.00	28.89
21	Bank of Maharashtra	15.00	15.00
22	Federal Bank Limited	15.00	10.50
23	IDFC First Bank Limited	100.00	84.62
24	Capital Small Finance Bank Ltd	10.00	9.00
25	Axis Bank 2nd	15.00	12.50
26	Federal Bank Limited	15.00	13.50
27	Utkarsh Small Finance Bank	15.00	13.33
28	Dcb Bank Limited	15.00	14.59
29	Indusind Bank Limited	35.00	35.00
30	SBM	20.00	20.00
31	ICICI Bank	10.00	9.58
	Total Secured Term Loans from Banks (a)	**647.90**	**439.95**

Secured Term Loan from Financial Institutions

S. No.	Name of the Bank / Institution	Sanctioned Amount	O/s as on 31.03.2020
1	Small Industries Development Bank of India II	15.00	6.50
2	Hinduja Leyland Finance Limited	17.00	0.78
3	Hinduja Leyland Finance Limited	7.00	0.90
4	Hinduja Leyland Finance Limited	7.50	1.89
5	Hinduja Leyland Finance Limited	20.00	7.39
6	Hinduja Leyland Finance Limited	22.00	22.00
7	Tata Capital Finance Service Limited	15.00	1.27
8	Bajaj Finance Limited	20.00	6.15
9	Bajaj Finance Limited-II	25.00	15.97
10	Bajaj Finance Limited -III	25.00	24.31
11	Nabkisan Finance Limited	15.00	7.49
12	Nabkisan Finance Limited	7.75	6.59
13	Nabsamruddhi Finance Limited	20.00	20.00
14	Manappuram Finance Limited	25.00	8.93
15	Manappuram Finance Limited-II	50.00	35.28

16	CLIX Capital India Unlimited	30.00	7.52
17	Fedbank Financial Service Limited	15.00	3.45
18	Magma Fincorp Limited	10.00	3.09
19	Tata Capital Finance Service Limited	5.00	2.08
20	Fedbank Financial Service Limited	5.00	2.62
21	Volkswagen Finance Pvt Ltd.(T.L)	20.00	11.33
22	Vivriti Capital Private Limited	10.00	7.52
	Total Secured Term Loans from FIs (b)	**386.25**	**203.07**
	Total Secured Term Loans (a+b)	**1,034.15**	**643.02**

B. Details of Unsecured Loan Facilities as on March 31, 2020:

Lender's Name	**Type of Facility**	**Amount Sanctioned (in crore)**	**Principal Amount Outstanding (in crore)**	**Repayment Date/Schedule**
IFMR FIMPACT Long Term Multi Asset Class Fund	NCD	20.00	20.00	72 Months
Reliance Mutual Fund	NCD	25.00	25.00	42 Months

C. Details of Non-Convertible Debentures as on March 31, 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
2751-3230	5 years	14.75%	4800.00	28/05/2014	533.33 Lacs each at 30.05.2015, 30.11.2015, 30.05.2016, 30.11.2016, 30.05.2017, 30.11.2017, 30.05.2018, 30.11.2018, 30.05.2019	CARE BBB	Secured	120% of the aggregate of the outstanding principal amount of the Debentures or 100% of the aggregate of the outstanding principal amount of the Debentures and the value of all future interest payments on those outstanding Debentures, whichever is greater.

3231-192185	3.37 years	12.05% P.A	944.775	21/12/2015	05/02/2019 05/05/2019	CARE BBB	Secured	Secured by way of hypothecation of book debt which shall be maintained at 110% of debenture outstanding.
192186 - 192385	6 Years	13.00%	2000.00	29/09/2016	29/09/2022	CARE BBB-	Unsecured	NIL
192586 - 194085	1.5 Years	11.50%	15.00	20-Mar-17	20-Sep-18 Quarterly instalments after a period of 9 months	CARE BBB	Secured	Nil
195586 - 195835	42 months	Market Linked	250000000	12/07/17	12/01/21	[CARE] BBB+	Unsecured	NIL
195836 - 197335	15 months	11.00%	150000000	16/08/18	16/02/18 16/05/18 16/08/18 16/11/18	[CARE] BBB+	Secured	And first exclusive charge with 1.33 times (133%) security cover over the book debts of the company.
197336 - 204835	36 Months	Market Linked	150000000	18/08/17	18/08/2020	[CARE] BBB+	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.1X at all times & Pari passu charge over the immovable property of the Company.
204836 - 205035	24 Months	10.85% Monthly	20,00,00,000	27 December 2017	31.01.2018 28.02.2018 30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018	IND A (SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of

					31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019			receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205036 - 205335	24 Months	10.85% Monthly	30,00,00,000	28 Dec2017	31.01.2018 28.02.2018 30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018 31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019	IND A (SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205336 - 205685	24 Months	10.60%	3500000000	18th January, 2018	16.02.2018 16.03.2018 18.04.2018 18.05.2018 18.06.2018 18.07.2018 17.08.2018 18.09.2018 18.10.2018 16.11.2018 18.12.2018 18.01.2019 18.02.2019	IND A(SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the

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					18.03.2019 18.04.2019 17.05.2019 18.06.2019 18.07.2019 16.08.2019 18.09.2019 18.10.2019 18.11.2019 18.12.2019 17.01.2020			immovable property of the Company.
205686 - 205935	22 Months	10.60%	25, 00, 00, 00 0	27th Febr uary, 2018	30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018 31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019	IND A(SO)	Secure d	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205936 - 207935	18 Month	9.75%	20, 00, 00, 00 0	12th Marc h, 2018	12.09.20181 2.10.201812 .11.2018 12.12.20181 2.01.2019 12.02.2019 12.03.2019 12.04.2019 12.05.2019 12.06.2019 12.07.2019 12.08.2019 12.09.2019	[CARE] BBB+	Secure d	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
207936 - 210435	1277 Days	Linked to Referenc e Index	25, 00, 00, 00	15th May 2018	Bullet Payment	CARE PP-MLD BBB+	Secure d	First ranking, exclusive and continuing charge on

			0					identified receivables covering security of110.0% (One Hundred and Ten Percent) the aggregate amount of principal outstanding of the NCDs
210436 - 211935	36 Months	11.23% p.a	75,00,00,000	24th May 2018	26.11.2018 24.05.2019 25.11.2019 25.05.2020 24.11.2020 24.05.2021	CARE BBB+	Secured	The Debenture shall be first ranking exclusive charge on Hypothecated Assets of Receivables which shall be maintained at 1.20x times of debentures outstanding.
211936 - 212435	36 Months	10.9007 % p.a	50,00,00,000	14th June 2018	31.05.2019 29.05.2020 11.06.2021	BWR A	Secured	First ranking, exclusive and continuing charge on identified receivables covering security of105.0% the aggregate amount of principal outstanding of the NCDs
212436 - 213185	15 months	10.85% XIRR	75,00,00,000	29th June 2018	28-09-2018 28-12-2018 29-03-2019 28-06-2019 27-09-2019	BWR A	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 105% aggregate amount of principal outstanding at all times & Pari

								passu charge over the immovable property of the Company.
213186 - 213935	36 months	10.9007 % monthly coupon, compounded monthly and payable annually	75,00,00,000	27th July 2018	31 May 2019 29 May 2020 11 June 2021	Brickwork Ratings (A Stable)	Secured	First ranking. exclusive and continuing charge on identified receivables covering security of105.0% the aggregate amount of principal outstanding of the NCDs
213936 - 214185	24 Months	11.14% p.a	25,00,00,000	31st August 2018	01 March 2019 02 September 2019 02 March 2020 31 August 2020	CARE A-	Secured	first ranking exclusive charge by way of hypothecation in favour of the Debenture Trustee on behalf of and for the benefit of the Debenture Holders over the Hypothecated Assets
214436 - 215185	24 Months	11.14% p.a	75,00,00,000	26th Sept 2018	22 March 2019 22 September 2019 22 March 2020 22 August 2020 22 September 2020			first ranking exclusive charge by way of hypothecation in favour of the Debenture Trustee on behalf of and for the benefit of the Debenture Holders over the Hypothecated Assets
215186 - 215935	36 months	10.9007 % monthly	75,00,00,	28th September	31 May 2019 29 May	Brickwork Ratings	Secured	First ranking, exclusive and continuing

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		coupon, compounded monthly and payable annually	000	2018	2020 11 June 2021	(A Stable)		charge on identified receivables covering security of105.0% the aggregate
215936 - 5215935	63 Months	11.1610 % coupon (equivalent to ·11.75% XIRR)	50,00,00,000	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.
5219936- 5220185	23	11.50	25	14.06.2019	14.05.2021	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 105.0% of debentures outstanding.
5220186- 5220435	24	11.50	25	14.06.2019	14.06.2021	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 105.0% of debentures outstanding.
5220436- 5220685	25	11.50	25	14.06.2019	14.07.2021	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at

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								105.0% of debentures outstanding.
5220686-5221435	26	11.85	75	14.06.2019	14.08.2021	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 105.0% 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.
5224436-5229435	36 months	0-12 months-11.00%	50	13.08.2019	13.08.2022	CRISIL A	Secured	Secured by way of hypothecation of book debts which shall be maintained at 120.0% of debentures outstanding.
		13-18 months-11.50%						
		19-24 months-11.75%						
		25-30 months-12.00%						
		31-36 months-12.25%						
5229436-5231935	36 months	0-6 months-11.00%	25	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.
		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%						
5231936-5232285	36 months	11.94% P.a Payable Quarterly	35	13.09.2019	13.09.2022	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 105.0% of debentures outstanding.
5232286-5232435	36 months	11.94% P.a Payable Quarterly	15	19.09.2019	13.09.2022	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 105.0% 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.

D. **List of Top 10 Debenture Holders (as on March 31, 2020):**

S. No.	Name of Debenture Holders	Amount (Rs. in Crores)
1	Franklin Tempelton	300.00
2	FMO	290.00
3	Franklin Tempelton	200.00
4	ResponsAbility	86.00
5.	BAC Acquisition	78.75
6.	Karvy Capital	50.00
7.	Axis Mutual Fund	50.00
8.	Avendus PPMLD	36.65
9.	Avendus PPMLD-2	33.60
10.	Northern Arc Capital (Ifmr Fimpact Income Bu) & A.K.Capital Services Limited	25.00

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. (if any)**

NIL

F. **Details of Commercial Paper:**

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

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

5.10 Details of Promoters of the Company:

A. Details of Promoter Holding in Company as on latest quarter end, i.e. March 31, 2020:

Sr No	Name of the shareholders	Total No of Equity shares	No. of shares in Demat form	Total shareholding 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	NA
2	Shalini Setia	650	650	0.003%	Nil	NA
3	Yash Setia	650	650	0.003%	Nil	NA
4	Bhajan Devi Setia	650	650	0.003%	Nil	NA
5	Rajendra Kumar Setia HUF	62,500	62,500	0.25%	Nil	NA

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

[Note: Financial information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009]

Profit and Loss Statement (INR)	31.03.2017	31.03.2018	31.03.2019
	Audited	Audited	Audited
Interest Income	1,20,56,46,337	185,69,43,000	3,12,40,41,053
Less: Interest Expenses	65,69,90,658	89,45,06,000	1,38,46,21,714
Net Interest Income	54,86,55,679	96,24,37,000	1,73,94,19,339

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Other Income	36,64,14,496	41,63,56,000	52,53,04,955
Total Income	**91,50,70,175**	**137,87,93,000**	**2,26,47,24,294**
Operating Expenses	65,47,22,205	88,85,62,000	1,18,58,88,937
Provisions & Write Offs	5,59,92,900	13,76,24,000	29,18,00,049
Operating Profit	**20,43,55,070**	**35,26,07,000**	**78,70,35,308**
Depreciation	1,61,32,389	2,33,62,000	3,21,24,975
Profit Before Tax	**18,82,22,681**	**32,92,45,000**	**75,49,10,333**
Provisions for tax	6,52,37,081	10,97,22,000	23,26,08,359
Profit After Tax	**12,29,85,600**	**21,95,23,000**	**52,23,01,974**

Balance Sheet (INR)	**31.03.2017**	**31.03.2018**	**31.03.2019**
Equity capital	2,70,70,900	3,50,91,900	4,60,32,258
Reserve & Surplus	83,56,41,022	2,02,79,16,175	5,50,58,13,960
TNW (A)	86,27,11,922	2,06,30,08,075	5,55,18,46,218
Total Non-Current Liabilities	3,11,14,63,916	4,48,02,90,425	8,44,27,05,140
Current Liabilities+ Provisions	3,78,10,59,719	5,66,67,22,665	5,93,69,46,867
Total Outside Liabilities (B)	6,89,25,23,635	10,14,70,13,090	14,37,96,52,007
Total Liabilities (A + B)	**7,75,52,35,557**	**12,21,00,21,165**	**19,93,14,98,225**
Fixed assets (Net)	10,16,25,311	13,26,73,156	17,10,06,229
Investments	16,50,50,163	4,66,66,786	4,66,66,786
Gross Advances	6,38,30,27,785	11,10,25,76,437	16,37,96,52,511
Less: Loan Loss Reserve	-	-	-
Net Loan Outstanding	6,38,30,27,785	11,10,25,76,437	16,37,96,52,511
Cash / Liquid Investments	55,42,57,843	29,37,15,247	2,77,60,66,660
Other current assets	36,51,54,353	47,22,70,486	30,01,29,547
Deferred Tax Assets	4,32,72,147	6,23,63,995	8,24,23,239
Intangible Assets	21,71,405	27,03,701	59,42,878
Other Non-Current Assets	14,06,76,550	9,70,51,357	16,96,10,375
Total Assets	**7,75,52,35,557**	**12,21,00,21,165**	**19,93,14,98,225**

Provisional financials for the FY ended on 31st March, 2020

	in INR Lakhs
Particulars	**March 31, 2020**
	Provisional
ASSETS	**353,862.32**
Financial Assets	**346,694.90**
Cash and cash equivalents	6,139.35
Bank balances other than cash and cash equivalents	37,044.98
Other Receivables	0.30
Loans	286,026.80
Investments	13,942.30
Other financial assets	3,541.17
Non-financial Assets	**7,167.42**

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Deferred tax assets (net)	1,661.32
Property, plant and equipment	4,629.25
Capital work-in-progress	349.52
Other intangible assets	50.55
Other non-financial assets	476.78
LIABILITIES AND EQUITY	**353,862.33**
Financial Liabilities	**264,244.58**
Derivative financial instruments	250.9
Payables	
Trade payables	
i) total outstanding dues of micro and small enterprises	
total outstanding dues of creditors other than micro and small nterprises	
Debt securities	126,670.96
Borrowings (other than debt securities)	125,574.13
Subordinated liabilities	4,047.72
Other financial liabilities	7,700.87
Non-financial Liabilities	**1,414.52**
Current tax liabilities (net)	152.83
Provisions	915.00
Other non-financial liabilities	346.69
Equity	**88,203.23**
Equity share capital	503.9
Other equity	87,699.33

Profit and loss statement	**March 31 ,2020**
	Provisional
Revenue from operations(I)	
Interest income	53,446.42
Fees and commission income	1,951.52
Net gain on fair value changes	387.33
Total revenue from operations	55,785.27
Other Income (II)	1,091.97
Total Income III (I+II)	**56,877.24**
Expenses (IV)	
Finance cost	23,302.13
Impairment on financial instruments	6,745.12
Employee benefit expenses	10,655.62
Depreciation and amortization expense	855.50
Other expenses	4,072.76
Total Expenses (V)	**45,631.13**
Profit before tax (III-V)	**11,246.11**
Tax expense	2,939.30
Net Profit after tax	**8,306.81**
Other comprehensive income/loss, net of tax	0
Total comprehensive income for the period	**8,306.81**

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5.12 Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated and Standalone Financial Information and auditors' qualifications, if any.:

[Note: Financial information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009]

5.13 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 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.

5.14 Names of the Debentures Trustees and Consents thereof

The Debenture Trustee of the proposed Debentures is IDBI Trusteeship Services Limited. IDBI Trusteeship Services Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Information Memorandum and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in **Annexure III** of this Information Memorandum.

5.15 Rating Rationale(s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening ofthe Issue).

The Rating Agency has assigned ratings of ["CRISIL A" (pronounced as "CRISIL A")] with stable outlook to the Debentures. Instruments with this rating are considered to have [moderate] degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk. The rating letter and rationale from the Rating Agency is provided in **Annexure II** of this Information Memorandum.

5.16 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.

Not Applicable.

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

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The in-principle approval of the BSE will be applied in this regard.

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5.18 Other details:

A. Debenture Redemption Reserve Creation:

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.

B. Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the notified rules thereunder, the SEBI Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) and the applicable RBI guidelines.

C. Application process:

The application process for the Issue is as provided in 7.4 of this Information Memorandum.

5.19 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 4.00 pm on working days.

Sr. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Board Resolution dated June 03, 2020 read with the resolution passed by the Executive Committee of the Board of Directors dated June 05, 2020 authorizing the issue of Debentures offered under terms of this Information Memorandum.
3	Shareholder Resolution dated May 21, 2020 authorizing the issue of non-convertible debentures by the Company.
4	Shareholder Resolution dated May 21, 2020 authorizing the borrowing by the Company and the creation of security.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Credit rating letter from the Rating Agency dated June 03, 2020 read with the rating rationale dated June 03, 2020.
7	Letter from IDBI Trusteeship Services Limited giving its consent to act as Debenture Trustee dated June 03, 2020.
8	Letter for Register and Transfer Agent.
9	Certified true copy of the certificate of incorporation of the Company.
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and NSDL/CDSL.
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

5.20 Details of Debt Securities Sought to be Issued

Under the purview of the current document, the Issuer intends to raise an amount of Rs. 10,00,00,000/- (Rupees Ten Crores only) by issue of Secured Rated Listed Redeemable Non-Convertible Debentures, on a private placement basis.

For further details of the Debentures, please refer to the terms and conditions of the debentures set out in Section 5.23 of this Information Memorandum.

5.21 Issue Size

The aggregate issue size for the Debentures is Rs. 10,00,00,000/- (Rupees Ten Crores only).

5.22 Utilization of the Issue Proceeds

The proceeds of this issue shall be utilized for repayment or re-financing of existing debt of the Company, to finance the growth of the portfolio of the Company as permitted for bank finance by the Reserve Bank of India.

The Issuer shall not use the proceeds of the Issue towards:

(i) any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities; or
(ii) any speculative purposes; or
(iii) any activity on the Exclusion List; or
(iv) investment in the real estate sector.

The Issuer undertakes that the proceeds of the Debentures shall not be utilised in any manner for onward lending to other non-banking financial companies and/or financial institutions without the written permission of the Debenture Holder(s). The Issuer also undertakes that the proceeds of this Issue shall be used for loan portfolio growth of the company and 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.

The Issue shall not be utilised towards acquisition financing: viz buyback of shares/securities, purchase of shares of other companies and/or promoter contribution towards the equity capital of a company or as a bridge loan.

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.

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5.23 Issue Details

DESCRIPTION	PARTICULARS
Issuer/Company	Ess Kay Fincorp Limited
Debenture Trustee	IDBI Trusteeship Services Limited
Investor(s) / Debenture Holders	Bank of Maharashtra
Rating Agency	CRISIL Limited
Rating	CRISIL A
Legal Counsel	NA
Issuance	Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures ("NCDs" or "Debentures")
Quantum	Rs. 10 Crores
Issuance Size	INR 10,00,00,000 (Indian Rupees Ten Crores)
Interest Rate / Coupon	11.25% Coupon payable semi annually
Coupon/ Interest Payment Frequency	Semi Annual
Interest Type	Fixed
Tenor	36 months from Deemed Date of Allotment
Repayment	Bullet at the end of 36 months
Ranking	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. Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.
Registrar & Transfer Agent	KFin Technologies Private Limited
Depository	NSDL / CDSL
Issuance mode	Dematerialized, Private Placement
Trading mode	Dematerialized
Settlement mode	RTGS / NEFT
Issue Schedule	Issue Open Date 08th June, 2020 Issue Close Date 08th June, 2020 Pay-in Date 08th June, 2020 Deemed Date of Allotment 08th June, 2020
Listing	The NCDs are proposed to be listed on the Bombay Stock Exchange ("BSE") within 20 calendar days of the Deemed Date of Allotment In case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment the Issuer shall make payment the Debenture Holders of penal interest calculated on the face

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	value of the Debentures at the rate of minimum of 2% (Two Percent) p.a. over the Coupon Rate from the expiry of 30 (Thirty) calendar days from the Deemed Date of Allotment until the listing of the Debentures. In the event that the NCDs are not listed within 20 (Twenty) days from the Deemed Date of Allotment for any reason whatsoever, then to the extent that any Debenture Holders are Foreign Institutional Investors or sub-accounts of Foreign Institutional Investors or Qualified Foreign Investors, the Issuer undertakes to immediately redeem and/or buyback any and all Debentures within 2 (two) Business Days of the expiry of the Listing Period.
Business Days	A day (other than a Saturday, a Sunday or a Bank Holiday) on which banks are open for general business in Mumbai.
Business Day Convention	• If any coupon payment date falls on a day that is not a working day, the payment shall be made on the immediately succeeding working day. • If the redemption date of the Debentures falls on a day that is not a working day, the redemption proceeds shall be paid on the immediately preceding working day • If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a working day, the redemption proceeds and coupon payment shall be paid on the immediately preceding working day. (SEBI Circular No: CIR/IMD/DF/18/2013 dated October 29, 2013 & CIR/IMD/DF-1/122/2016 dated November 11, 2016)
Record Date	7 (Seven) Business Days prior to each coupon payment date and redemption date.
End Use	The proceeds of the Issuance will be utilized for the following purposes: • General corporate purposes • for the ordinary course of business of the Issuer including repayment / re-financing of existing debt The Issuer shall utilise the moneys received from issuance of the Debentures for on-lending and for regular business activities/purposes. 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. The Issuer shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks for a period not exceeding 60 (sixty) calendar days from the Deemed Date of Allotment.
Letter of Allotment	Letter of Allotment should be made within 30 days of allotment. In the event of delay in execution of Debenture Trustee Deed within 3 months of the deemed date of allotment or any other extended period given by the Debenture Trustee & Debenture Holders, the company shall pay a penal interest at the rate of 2% p.a. over the coupon rate till these conditions are complied with or refund the subscription (i.e. redemption at par) along

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	with other monies /accrued interest due in respect thereof, at the option of Debenture Holders.
Default Interest Rate	In the event of delay in the payment of interest amount and/or principal amount on the due date(s), the issuer shall pay an additional interest of 2% per annum in addition to the coupon rate payable on NCD's, on such amount due, for the defaulting period i.e. period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.
Issue price	At par
Security	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Receivables") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the value of the outstanding principal amount (including accrued interest) of the Debentures. The issuer undertakes that: • The outstanding Facility amount, together with interest, default interest, remuneration of the Trustee, charges, fees, expenses and any other charges due from the Company, shall be secured (to the satisfaction of the NCD holders) • to maintain the value of security at all times equal to 1.20x (One Decimal Point Two Zero) times or 120.00% (One Hundred and Twenty Percent) the aggregate amount of principal outstanding (including accrued interest) of the NCDs where at least 1.20x (One Decimal Point Two Zero) times or 120.0% (One Hundred and Twenty Percent of the security cover is from principal receivables ("Security Cover"); • to create, register and perfect the security over the Hypothecated Assets as contemplated above no later than 30 (thirty)) calendar days after the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("Deed of Hypothecation") and filing CHG-9 within the time period applicable; • to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Monthly Hypothecated Asset Report") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.20x (One Decimal Point Zero) time or 120.0% (One Hundred and Twenty Percent) the aggregate amount of principal outstanding (including accrued interest) of the NCDs where at least 1.20x (One Decimal Point Two Zero) time or 120.0% (One Hundred and Twenty Percent of the security cover is from principal receivables. • to replace any Hypothecated Receivables that become non-performing (90 days overdue) with current receivables. Such replacement shall be effected within 15 (Fifteen) Business Days of the receivables becoming non-performing.

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	Eligibility Criteria for the Hypothecated Receivables: • the receivables are existing at the time of selection and have not been terminated or pre-paid; • the receivables are not non-performing on the day of selection • the receivables have not been restructured or rescheduled • all applicable "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India or the National Housing Bank; • All loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines Non – maintenance of security cover will attract a penal interest of 2%p.a. over the coupon rate for the period of non- compliance.
Personal Guarantee	Unconditional, irrevocable, continuing personal guarantee from Mr. Rajendra Kumar Setia (Promoter of the company) guaranteeing this Series of Debenture's guaranteed Obligations and valid until the earlier of (i) Final Settlement Date of this NCDS issuance; or (ii) the Guarantor having paid, in full, all amounts under this Series of Debenture's Guaranteed Obligations.
Face value per Debenture	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Issue Price	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Minimum subscription amount	INR 1,00,00,000 (Indian Rupees One Crore Only)
Maturity Date	08th June, 2023
Day count basis	Actual/Actual
Principal Amortization	Monthly
Default Interest Rate	• In case of default in payment of interest and / or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. • In case of default by the Issuer in the performance of any of the covenants of this Issuance, including but not limited to the financial covenants of this Issuance, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period
Prepayment	No prepayment is permitted.
Redemption Amount	The sum of the principal outstanding on the Debentures, accrued Coupon, Default Interest payable (if any) and other charges and fees payable.
Interest on application money	The Issuer shall be liable to pay the Debenture Holders, interest on application money at the Coupon Rate for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debenture to the Issuer and ending on one Business Day prior to the Deemed Date of Allotment. The interest on application monies, if any, shall be paid by the Issuer to the Debenture Holders within 7 (Seven) Business days from the Deemed Date of Allotment.
Step Up / Step Down Coupon	If Rating goes down by "single" notch from the existing level of A, the rate of interest shall increase by 25 basis points for every notch downwards.

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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: 1. Letter appointing Trustees to the Debenture Holders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Deed of Hypothecation; 5. Information Memorandum; 6. Private Placement Offer Letter (Form PAS 4); 7. Board Resolution authorizing this Issuance; 8. Applicable Shareholder Resolutions under the Companies Act 2013; 9. Rating Agreement with the aforesaid Rating Agency(ies) with respect to this Issuance; and 10. Tripartite Agreements with the Depository(ies) and Registrar & Transfer Agent
Conditions Precedent	The Company shall fulfil the following Conditions Precedent the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date: 1. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs, and the execution, delivery and performance by the Issuer of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; 2. Execution of the Debenture Trustee Agreement, Deed of Hypothecation, in a form and manner satisfactory to the Debenture Trustee shall have taken place; 3. The Issuer shall have submitted to the Debenture Trustee the rating letter and rating rationale; 4. The Issuer shall have submitted to the Debenture Holders / Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; 5. The Issuer shall have submitted to the Debenture Trustee a certified true copy of the constitutional documents of the Company (the Memorandum and Articles of Association and the Certificate of Incorporation) 6. The Issuer shall have submitted to the Debenture Trustee its audited account statements for the most recent financial year or audited financial half-year
Conditions Subsequent	The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed

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	1. The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the Information Memorandum and Form PAS 3 along with requisite fee within prescribed timelines; 2. To create, register and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days from the Deemed Date of Allotment or as applicable under relevant regulation and Law, whichever is earlier. 3. Receive final listing approval from the BSE within 20 calendar days from the Deemed Date of Allotment 4. The Issuer shall ensure credit of demat account(s) of the allottee(s) with the number of NCDs allotted within 5 (Five) Business Days of the Deemed Date of Allotment 5. Execution of the Debenture Trust Deed in form and manner satisfactory to the Debenture Trustee shall have taken place; 6. The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance of NCDs.
Events of Default	Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to: 1. Non-payment of any of the dues under this Issuance, 2. If the rating of the company goes below investment grade that is BBB then the debenture holder shall have right for accelerated redemption and it shall lead to full redemption of the debentures. 3. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company; 4. Insolvency, winding up, liquidation 5. Creditors' processes initiated against the company a. If initiated by a creditor that is not a lender / debt investor, cure period of 90 days 6. Repudiation of Transaction Documents by the Issuer 7. Cessation of business 8. All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority; 9. Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders

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	10. Application of insolvency petition under bankruptcy code/NCLT by the Issuer Breach of the following covenants: Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following: 11. require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents; 12. 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. 13. enforce security All RBI/SEBI /other regulatory body guidelines issued from time to time by the regulatory/ statutory bodies to be complied with by the company
Reporting Covenants	1. Quarterly Reports – within 45 (Forty Five) calendar days from the end of each financial quarter a) Information on financials b) List of Board of Directors c) Shareholding Pattern d) Financial covenant compliance certificate signed by a Director or the Chief Financial Officer/Treasury Head 2. Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year a) Audited financial statements 3. Event Based Reports – Within 15 (Fifteen) Business Days of the event occurring a) Change in Shareholding structure b) Change in Board composition c) Changes in Accounting Policy, which have a material impact, and excluding changes required due to compliance with statutory requirements d) Board approval of annual business plan e) Change in the constitutional documents of the Company f) Material Adverse Effect g) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect. h) Winding up proceedings i) IBC related application/petition
Financial Covenants	1. Capital adequacy of the company should not fall below 18% during entire tenor of debenture till maturity. 2. Debt equity ratio should be maintained below 6.00 during entire tenor of debenture till maturity. 3. Shareholding of the promoter of the company should not fall below

	26% during entire tenor of debenture till maturity. (Promoter Group Shareholding is 41.25% as on 31.03.2020) 4. If the debentures get delisted during the tenor of the NCD, issuer will bear all expenses for listing it again within 30 days from date of delisting. All covenants would be tested on quarterly basis for the Company, i.e. as on 31st March, 30th June, 30th September and 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures. The covenants shall be certified by the Company within 45 (Forty-Five) calendar days from the end of each financial half year.
Affirmative Covenants	1. To utilise the proceeds of this issue in accordance with applicable laws and regulations 2. To comply with corporate governance, fair practices code prescribed by the RBI 3. To comply with latest regulatory guidelines, including on LCR, if applicable 4. Notification of any potential Event of Default or Event of Default; 5. Obtain, comply with and maintain all licenses / authorizations 6. Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them 7. Comply with any monitoring and/or servicing requests from Debenture Trustee
Representations & Warranties	1. The Company is registered as an NBFC 2. No Event of Default has occurred and is continuing on the date of this transaction 3. The Debentures under this Issuance shall rank pari passu amongst themselves, and with all other senior, secured creditors. Binding obligation of Transaction Documents 4. No conflict with other obligations / constitutional documents 5. No Material Adverse Change in business, condition or operations of the Issuer 6. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence 7. Absence of any pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Facility 8. Illegality And as set out in greater detail in the Transaction Documents.
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holders 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 or its Promoter/s.
Confidentiality	The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such

	disclosure or filing, informing the other Parties.
Governing Law & Jurisdiction	This Term Sheet shall be governed and construed exclusively in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holders with respect to legal counsel, valuers and auditors / consultants. Such costs include: 1. Trustee fees 2. Listing fees 3. Rating fees 4. Stamping and registration in relation to all Transaction Documents.
Taxes, Duties, Costs and Expenses	1. Relevant taxes such as TDS, GST and any other applicable direct and indirect taxes for the time being in force, duties and levies are to be borne by the Issuer. 2. 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 shall be borne by the Issuer additionally.
Eligible investors	As permitted under Applicable Law

Note:

1. The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.

2. The penal interest rates mentioned above as payable by the Issuer are independent of each other.

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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

G. **Any other disclosure as specified by the Board:** NIL

SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue (**"Transaction Documents"**):

A. Debenture Trustee Agreement, which will confirm the appointment of Beacon Trusteeship Limited as the Debenture Trustee (**"Debenture Trustee Agreement"**);

B. 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"**);

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

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

The Debenture Trustee Agreement and the Debenture Trust Deed shall be executed on or prior to the Issue Closing Date.

7.2 Representations and Warranties of the Issuer

The Issuer hereby represents and warrants to the Debenture Trustee and the Debenture Holders as follows. The representations and warranties made by the Issuer herein below are (a) made on the date of this Disclosure Document; and (b) unless otherwise specifically provided, shall be deemed to be repeated by the Company on and as on each day upto the Final Settlement Date as if made with respect to the facts and circumstances existing on such dates, except where expressly stated to be made as of a particular date.

(a) **STATUS:**

(i) It is a company, duly incorporated, registered and validly existing under the Applicable Law of India.

(ii) As on date, the Company is registered with the Reserve Bank of India as a non-banking financial company-asset reconstruction company (NBFC-ARC).

(iii) It has the power to own its assets and carry on its business in substantially the same manner as it is being conducted.

(b) **BINDING OBLIGATIONS:**

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

(c) **NON-CONFLICT WITH OTHER OBLIGATIONS:**

The entry into, and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not conflict with:

(i) any Applicable Law; or

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(ii) its constitutional documents; or

(iii) any agreement or instrument entered into by the Company or binding upon it or any of its assets.

(d) **POWER AND AUTHORITY:**

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

(e) **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) to enable it to carry on its business, trade and ordinary activities;

have been obtained or effected and are in full force and effect.

(f) **TRANSACTION DOCUMENTS:**

The Company has duly executed / will execute and delivered / will deliver each of the Transaction Documents and each of such Transaction Documents constitute upon execution a legal, valid and binding obligation of the Company enforceable against the Company without any further action being required with respect to such documents.

(g) **NO DEFAULT:**

(i) No Event of Default or potential Event of Default has currently occurred and is continuing as of the date hereof or might reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.

(ii) No other event or circumstance is outstanding which constitutes as on the date hereof (or which would, with the lapse of time, the expiry of a grace period, the giving of notice, the making of any determination under the relevant document, the satisfaction of any other condition or any combination of any of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument under which the Company has incurred any Financial Indebtedness or which is binding on the Company or to which any of its assets are subject in respect of which the Company has received a notice or which might have a Material Adverse Effect.

(h) **PARI PASSU RANKING:**

Its payment obligations under the Transaction Documents rank *pari passu* with the claims of all of its present and future senior unsecured creditors except for obligations mandatorily preferred by law applying to companies generally.

(i) **NO PROCEEDINGS PENDING:**

(i) No litigation, arbitration or administrative proceedings of or before any Governmental Authority (to the best of its knowledge and belief), has been made, are pending, or is threatened, against the Company, which may result in the occurrence of a Material Adverse Effect.

(ii) There is no unsatisfied judgment or award passed by any court, arbitrator or other body against the Company, currently subsisting (to the best of its knowledge and belief), which has not been satisfied by the Company within the time frame stipulated in such judgment or award.

(j) **NO MISLEADING INFORMATION:**

All information set out in the financial statements furnished by the Company to the Debenture Trustee and all information provided by the Company to the Debenture Holders for the purposes of this Issue is true and accurate in all respects as at the date it was provided or as at the date (if any) on which it is stated.

(k) **COMPLIANCE WITH LAW**

It is in compliance in all respects with all Applicable Law for the performance of its obligations with respect to this Issue for them to carry on their business and is not subject to any liability by reason of non-compliance with any Applicable Law.

(l) **ASSETS:**

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using 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, marketable 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 or desirable for the conduct of its business as it is being, and is proposed to be, conducted.

(m) **FINANCIAL STATEMENTS:**

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

(ii) Its financial statements most recently supplied to the Debenture Trustee as of March 31, 2020 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.

(n) **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 Applicable Law, nor in any such case, will it become so in consequence of entering into this Deed.

(ii) The Company has not by reason of actual or anticipated financial difficulties, commenced, and neither does it intend to commence, negotiations with one or more of their creditors with a view to rescheduling any of their Financial Indebtedness;

(iii) The value of the assets of the Company is more than its respective liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.

(iv) No moratorium has been, or may, in the reasonable foreseeable future be, declared in respect of any Financial Indebtedness of the Company.

(v) As on the date hereof, the Company has not taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(o) TAXATION MATTERS

(i) The Company has duly and punctually paid and discharged all taxes within the time period allowed under Applicable Law.

(ii) The Company 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 Company to any tax authority for taxation and for any other tax or duty purposes, have been made and are correct.

(p) MATERIAL ADVERSE EFFECT

The Company hereby represents that there is no Material Adverse Effect existing and that there are no event or circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Debentures (or on the Debenture Holder(s)) or on the ability of the Company to make the scheduled Payments in relation to the Debentures.

(q) INSOLVENCY

The Company has not taken any action, including actions under the IBC, nor (to the best of its knowledge and belief) has any application been made for its winding-up, dissolution or re-organisation 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 of it or in respect of any of its assets.

(r) SECURITY

(i) Save and except the charge created to secure the Debentures (and any other charges disclosed to the Debenture Trustee), the Hypothecated Assets herein before expressed to be granted, conveyed, assigned, transferred and assured unto the Debenture Trustee is the sole and absolute property of the Company and is free from any other mortgage, charge or encumbrance and is not subject to any *lis pendens,* attachment, or other order or process issued by any Governmental Authority and that the Company has a clear and marketable title to the Hypothecated Assets.

(ii) There are no legal proceedings, suits, appeals or other actions under Applicable Law, whether judicial, fiscal or administrative, pending or threatened in writing, or claims in respect of the Hypothecated Assets, which may result in the occurrence of a Material Adverse Effect.

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(s) DEFAULTER STATUS

Neither the Company nor any of the directors of the Company appear on the Reserve Bank of India's list of defaulters and Export & Credit Guarantee Corporation's caution list.

7.3 COVENANTS OF THE ISSUER

The covenants of the Issuer shall be in accordance with [Clause 8.1, Clause 8.2, Clause 8.3 and Clause 8.4 of the Debenture Trust Deed.]

7.4 EVENTS OF DEFAULT

The Events of Default shall be in accordance with [Clause 10 of the Debenture Trust Deed].

7.5 CONSEQUENCES OF EVENTS OF DEFAULT

Upon the happening of an Event of Default, the Debenture Trustee shall be entitled to exercise any and all remedies in accordance with the terms contained in the Transaction Documents.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

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

8.1 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 Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act 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 holders 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.

8.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised 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 cheque/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.

8.3 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 shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee

Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

8.4 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.

8.5 Debenture Holder 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 Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which in the opinion of the Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holders in the manner as provided for in the Debenture Trust Deed.

For the avoidance of doubt, the following matters require the consent of Majority Debenture Holders, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holders:

A. Amendment to the terms and conditions of the Debentures or the Transaction Documents.

8.7 Right to accept or reject Applications

The Board of Directors/Committee of Directors reserves its 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.

8.8 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holders through registered post, recognized overnight courier service, hand delivery or by facsimile transmission addressed to such Debenture Holder 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, email 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).

8.9 Issue Procedure

Only Eligible Investors as given hereunder and identified upfront by the Issuer may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The applicant should transfer payments required to be made in any relation by EFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

8.10 Application Procedure

Eligible investors will be invited to subscribe by way of the Application Form prescribed in the Information Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the Issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

8.11 Fictitious Application

All fictitious applications will be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to Investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

8.13 Payment Instructions

The Application Form should be submitted directly. The amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture is payable along with the making of an application. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

8.14 Eligible Investors

The following categories of Investors, who have been specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

A. Mutual Funds

B. Non-banking financial companies
C. Provident Funds and Pension Funds
D. Corporates
E. Banks
F. Foreign Portfolio Investors (FPIs)
G. Foreign Institutional Investors (FIIs)
H. Qualified Foreign Investors (QFIs)
I. Insurance Companies
J. Investment holding companies of high net worth individuals
K. Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures

All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

Note: Participation by potential Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.15 Procedure for Applying for Dematerialised Facility

A. The applicant must have at least one beneficiary account with any of the DP's 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/Dematerialised Form".

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/Dematerialised 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 Holders 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.

8.16 Depository Arrangements

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

8.17 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.

8.18 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.

8.19 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

8.20 Documents to be provided by Investors

Investors need to submit the following documents, as applicable
A. Memorandum and Articles of Association or other constitutional documents
B. Resolution authorising investment
C. Power of Attorney to custodian

D. Specimen signatures of the authorised signatories
E. SEBI registration certificate (for Mutual Funds)
F. Copy of PAN card
G. Application Form (including EFT/RTGS details)

8.21 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.

8.22 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 other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on production of sufficient documentary proof and/or an indemnity.

8.23 Mode of Payment

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

8.24 Effect of Holidays

In case any Coupon Payment Date falls on a day which is not a Business Day the payment to be made on such Coupon Payment Date shall be made on the immediately succeeding Business Day. When the Redemption Date falls on a day which is not a Business Day, all payments to be made on the Redemption Date (including accrued Coupon), shall be made on the immediately preceding Business Day.

8.25 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.

8.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialised 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 dematerialised form, within 7 (Seven) Business Days from the Deemed Date of Allotment or within such timelines as permissible under applicable law.

8.27 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is June [8], 2020 by which date the Investors would be intimated of allotment.

8.28 Record Date

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

8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (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.

8.30 Interest on Application Money

Interest shall be payable on all application monies received at the Coupon Rate. Such interest shall be payable from the from the credit of subscription monies in respect of the Debentures until the Deemed Date of Allotment and the same shall be paid to the relevant Investors within 7 (Seven) Business Days from the Deemed Date of Allotment.

8.31 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.

8.32 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/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 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.

Disclaimer: Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted

to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

SECTION 9: DECLARATION

The Issuer declares 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 Information Memorandum 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 Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For Ess Kay Fincorp Limited

Authorised Signatory
Name: Ms. Anagha Bangur
Title: Company Secretary
Date: June 6, 2020

ANNEXURE I: TERM SHEET

As set out in Clause 5.23 (*Issue Details*) above.

ANNEXURE II: RATING LETTER & RATING RATIONALE

Ratings

CRISIL
An S&P Global Company

CONFIDENTIAL

ESKAFPL/239195/NCD/010620201
June 03, 2020

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

Dear Mr. Vivek Shah,

Re: 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.

Please find in the table below the ratings outstanding for your company

S.No.	Instrument	Rated Amount (Rs. in Crore)	Rating Outstanding
1	Non-Convertible Debentures	100	CRISIL A/Stable

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

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154

IDBI trustee

15689/ITSL/OPR/CL/20-21/DEB/155
Date: June 3, 2020

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

Kind Attn: Ms. Anagha Bangur

Dear Sir,

Subject: Consent to act as Debenture Trustee for Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures (NCDs) aggregating up to Rs. 10,00,00,000/- (Rupees Ten Crores Only).

This is with reference to the email dated 02nd June, 2020 from you regarding appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the proposed Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures (NCDs) aggregating up to Rs. 10,00,00,000/- (Rupees Ten 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 applicable law, be subject to the prior approval of RBI for such remittance through an

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

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

N. Asachwa

(Authorized Signatory)

we accept the above terms
for Ess Kay Fincorp Limited

(Authorized Signatory)

JAIPUR

ANNEXURE IV: APPLICATION FORM

ESS KAY FINCORP LIMITED
(Erstwhile Ess Kay Auto Finance Private Limited)
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994
Registered Office: G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan – 302001
Telephone No.: +91 141 4734016
Website: www.skfin.in

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

ISSUE OF UPTO 100 (ONE HUNDRED) SECURED RATED LISTED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF ESS KAY FINCORP LIMITED OF RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING UPTO RS. 10,00,00,000/- (RUPEES TEN CRORES ONLY).

DEBENTURE SERIES APPLIED FOR:

Number of Debentures _______ In words ______________________________

Amount Rs. _______________/- in words Rupees ______________________ Crores only

DETAILS OF PAYMENT:

RTGS
No. _____________ Drawn on ____

Funds transferred to Ess Kay Fincorp Limited
Dated ____________

Total Amount Enclosed
(In Figures) _____________ (In words) _______________________________________

APPLICANT'S NAME IN FULL (CAPITALS)	SPECIMEN SIGNATURE

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		PHONE		FAX	

ESS KAY FINCORP LIMITED JAIPUR

APPLICANT'S PAN/GIR NO. AAICM0721B IT CIRCLE/WARD/DISTRICT ___

WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY _________

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 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 Information Memorandum 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) the Applicant must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our

JAIPUR

Depository Participant, iii) if the names of the Applicant in 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 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 Information Memorandum 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 all such persons acting on its or their behalf) and also hold the Issuer 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									

Received from ____

Address ____

____

Cheque/Draft/UTR # ______________ Drawn on ______________________________ for Rs. _____________ on account of application of ____________________ Debenture

JAIPUR
FINCORP LIMITED

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 respectiv eCollecting Bankers. Cheque(s)/Demand Draft(s) should be drawn in favour of "ESS KA Y FINCORP LIMITED" and crossed "A/C Payee Only" Cheque(s)/Demand Draft(s) may be drawn on any scheduled bank and payable at Lower Parel (West), Mumbai. The payment can also be made through RTGS as per the following details:

Beneficiary name	ESS KAY FINCORP LIMITED
Beneficiary account no.	409001042376
Beneficiary address	One Indiabulls Centre, Tower 2B, 3rd Floor, 841, Senapati Bapat Marg, Lower Parel West, Mumbai – 400013
Beneficiary bank	RBL BANK LIMITED
Account type	Current
IFSC code	RATN0000088

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.

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.

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

6. 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: LAST AUDITED FINANCIAL STATEMENTS

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	4,60,32,258	3,50,91,900
(b) Reserves and surplus	4	5,50,58,13,960	2,02,79,10,175
		5,55,18,46,218	2,06,30,08,075
Non-current liabilities			
(a) Long-term borrowings	5	8,02,61,70,330	4,28,15,18,840
(b) Deferred tax liabilities (net)	12	-	-
(c) Other long-term liabilities	6	31,40,45,763	14,30,40,276
(d) Long-term provisions	7	10,24,80,047	5,94,11,321
		8,44,27,05,140	4,48,39,73,437
Current liabilities			
(a) Short-term borrowings	8	66,04,87,288	85,23,07,264
(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		28,95,03,327	30,37,59,323
(c) Other current liabilities	10	4,70,03,18,762	4,35,17,22,236
(d) Short-term provisions	7	19,65,97,470	15,52,50,730
		5,93,69,46,867	5,66,30,39,563
TOTAL		19,93,14,98,225	12,21,00,21,165
ASSETS			
Non-current assets			
(a) Fixed assets			
(i) Tangible assets	11	17,03,76,667	12,20,88,722
(ii) Intangible assets	11	69,42,878	27,03,701
(iii) Capital work-in-progress	11	8,29,562	96,06,434
(b) Non-current investments	15 (a)	4,66,66,786	4,66,66,788
(c) Deferred tax assets (net)	12	8,24,23,239	6,23,03,095
(d) Long-term loans and advances	17	9,91,72,66,530	6,69,92,84,235
(e) Other non-current assets	13	16,95,10,375	12,59,31,059
		10,39,29,36,037	7,06,96,22,933
Current assets			
(a) Current investments	15 (b)	11,00,00,000	-
(b) Trade receivables	14	2,05,143	23,04,111
(c) Cash and bank balances	16	2,77,60,66,060	29,37,15,247
(d) Short-term loans and advances	17	6,46,23,65,581	4,63,61,89,943
(e) Other current assets	18	18,93,64,404	20,81,09,931
		9,53,85,62,188	5,14,03,98,232
TOTAL		19,93,14,98,225	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

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

Rajendra Kumar Setia
Managing Director
DIN- 00367374

Shalini Setia
Director
DIN - 02047624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

Place : Jaipur
Date : May 03, 2019

FINCORP LIMITED
JAIPUR

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	2,20,63,87,[illegible]
Other income	20	15,59,25,688	6,49,12,[illegible]
Total Revenue		3,64,93,46,008	2,27,32,99,326
Expense:			
Employee benefit expenses	21	70,64,48,411	50,02,04,879
Finance costs	22	1,38,46,27,714	89,45,06,497
Depreciation and amortisation expenses	23	3,21,24,979	2,33,62,425
Provisions and write offs	24	29,18,00,049	21,68,78,313
Other expenses	25	47,74,40,526	30,01,01,175
Total expenses		2,89,44,35,676	1,94,40,54,289
Profit before tax		76,49,10,333	32,92,45,037
Tax Expenses			
a. Current tax		25,40,07,427	14,19,66,102
b. Deferred tax	12	(2,00,46,680)	(1,93,91,848)
c. Taxes for earlier year		76,40,612	(1,31,51,630)
Total tax expense		23,26,08,359	10,97,22,724
Profit for the year		62,23,01,974	21,95,22,313
Basic earnings per equity share (Face value Rs. 2 each)	26	26.32	15.08
Diluted earnings per equity share (Face value Rs. 2 each)	26	26.32	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

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 - 02817624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

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	32,92,45,037
Adjustment for		
Interest expenses	1,30,90,28,308	84,78,65,330
Interest income	(2,86,46,20,337)	(1,65,60,98,336)
Depreciation and amortization expenses	3,21,24,975	2,33,62,425
Provisions and write offs	20,16,00,049	21,69,79,313
Loss on sale of fixed assets	94,527	41,110
Provision for employee benefits	2,39,89,734	1,62,79,018
Gain on sale of Investments	(4,16,052)	(7,95,569)
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	(2,02,98,67,384)	(2,12,18,13,038)
(Increase) / decrease in long-term loans and advances	(3,21,78,11,784)	(3,00,31,20,509)
(Increase) / decrease in other non-current assets	(4,36,79,318)	1,47,45,491
(Increase) / decrease in other current assets	(1,17,22,637)	29,08,48,284
Increase / (decrease) in other current liabilities	(27,41,29,572)	22,38,82,496
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	(20,00,683)	(10,14,659)
Increase/ (decrease) in bank deposits (having original maturity more than three months)	(1,03,14,92,970)	(4,84,88,306)
Interest paid	(1,07,38,34,761)	(81,99,73,600)
Interest received	2,89,45,88,501	1,61,22,94,473
Cash generated from operations	(5,86,11,52,026)	(4,06,82,85,014)
Direct taxes paid (net of refunds)	(28,65,12,689)	(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	39,04,18,652	11,91,78,946
Purchase of fixed assets	(7,51,84,344)	(5,54,87,435)
Sale of fixed assets	13,92,592	4,70,000
Net cash flow generated from / (used in) investing activities (B)	(18,33,73,100)	6,41,61,511
C Cash flow from financing activities		
Proceeds from issue of share capital	1,09,40,356	80,21,000
Proceeds from share premium	2,85,55,85,812	97,27,52,840
Amount received from issuance of non-convertible debentures	6,00,00,00,000	1,85,00,00,000
Repayment of non-convertible debentures	(1,41,54,61,302)	(76,21,96,069)
Amount received from long-term borrowings	1,05,07,00,000	5,05,46,70,045
Repayment of long-term borrowings	(1,41,80,38,572)	(3,70,48,96,750)
Short-term borrowings (net)	(20,18,39,970)	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

FINCORP LIMITED
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*Components of cash and cash equivalents		
Balances with banks	64,45,65,195	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	7,59,81,249
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-00967374

Shalini Setia
Director
DIN - 03617624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

Anagha

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ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	Ess Kay Fincorp Limited
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Issue Date / Date of Allotment	Issue Opening Date: June[8], 2020 Deemed Date of Allotment: June [8], 2020
Maturity Date	June [8], 2023
Frequency of the Coupon Payment with specified dates	Coupon payable Semi Annually. First Coupon on December [8], 2020 and subsequently every 6 months in each calendar year until the Maturity Date (subject to adjustments for Business Day Convention).
Day Count Convention	Actual/Actual

Coupon Payment Dates	Coupon Amount (in Rupees)	Principal Payment Date(s)	Principal Amount (in Rupees)
08-Jun-20			
08-Dec-20	56,40,410.96		-
08-Jun-21	56,09,589.04		-
08-Dec-21	56,40,410.96		-
08-Jun-22	56,09,589.04		-
08-Dec-22	56,40,410.96		-
08-Jun-23	56,09,589.04	08-Jun-23	10,00,00,000.00
Total	**3,37,50,000.00**		**10,00,00,000.00**

ESS KAY FINCORP LIMITED JAIPUR