INFORMATION MEMORANDUM

Ess Kay Fincorp Limited
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994; CIN: U65923RJ1994PLC009051
Registered Office: G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan
Telephone No.: +91 141 4734016
Website: www.skfin.in

Information Memorandum for issue of Debentures on a private placement basis
Dated: November 13, 2020

Issue of 250 (Two Hundred and Fifty) Rated, Listed, Senior, Secured, Redeemable, Non-Convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, of the aggregate nominal value of up to Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) with a green shoe option of up to 1,250 (One Thousand Two Hundred and Fifty) Rated, Listed, Senior, Secured, Redeemable, Non-Convertible Debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, of the aggregate nominal value of up to Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only) on a private placement basis ("Debentures"/ "NCDs"), (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 April 22, 2020 and June 03, 2020 read with the resolution passed by the Executive Committee of the Board of Directors dated November 12, 2020 and the Memorandum and Articles of Association of the Company. The present issue of Debentures 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 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 ICRA Limited (**"Rating Agency" / "ICRA"**) The Rating Agency has assigned a rating of "ICRA AA+(CE) (provisional)" 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 provisional rating rationale dated November 12, 2020 from the Rating Agency assigning the provisional credit rating abovementioned.

Issue Schedule

Issue Opens on: November 18, 2020
Issue Closing on: November 18, 2020
Deemed Date of Allotment: November 19, 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 BSE Limited (**"BSE"**).

Issuer	**Debenture Trustee**
Ess Kay Fincorp Limited G 1-2 New Market Khasa Kothi Jaipur 302001 Contact Person: Vivek Haripal Singh Tel.: +91 141 4734016 Email: Vivek.singh@skfin.in Website: www.skfin.in	**Catalyst Trusteeship Limited** GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune-411038 Tel. No.: +91 22 4922 0555 Website: catalysttrustee.com
Registrar and Transfer Agent	**Arranger**
Karvy Fintech Private Limited 46, Avenue, 4th Street, No.1, Banjara Hills, Hyderabad-500034 Tel: +91 40 33211000, 67162222 Email: rakesh.santhalia@karvy.com	**Vivriti Capital Private Limited** 12th Floor, Prestige Polygon, No. 471, Annasalai, Nandanam, Chennai, Tamil Nadu – 600 035 Tel. No.: 044-40074800 Email: sudha.rangarajan@vivriticapital.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.

Act	The Companies Act, 1956, and to the extent repealed and replaced by the Companies Act, 2013, shall mean the Companies Act, 2013 and shall include any other statutory amendment or re-enactment thereof
Accelerated Redemption Event	Shall have the meaning set out under "**Accelerated Redemption Event and Consequences**" in paragraph 5.23 herein
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Agreement to Assign	Shall mean the agreement to assign to be executed by and between the Company as the seller and the SPV Trust as the purchaser, setting out the terms and conditions in accordance with which pool or pools of Identified Receivables and the Underlying Security, together with all other rights, benefits, powers, risk and guarantees and indemnities in relation thereto as contained in the Underlying Documents and all right, title, interests of the Company in the Cash Collateral, shall be sold, transferred and assigned by the Company to the SPV Trust *vide* execution of Deed of Assignment and setting out the terms upon which the contributions shall be made by the Company to the SPV Trust
Applicable Law(s)	Shall mean 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 the Private Placement Offer cum Application Letter, to apply for subscription to the Debentures, which is annexed to this Information Memorandum and marked as **Annexure IV**.
Assets Under Management / AUM	Means and includes the outstanding principal amount of the loans originated by the Issuer on its own books (including loans which have been securitised where the Issuer continues to remain as the servicer / collection agent) as well as loan originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, where the Issuer is acting as servicer / collection agent
Assets	Shall have the meaning assigned to the term 'Assets' in the row titled 'Security' under paragraph 5.23 herein
Assets Under Management / AUM	Means and includes the outstanding principal amount of the loans originated by the Issuer on its own books (including loans which have been securitised where the Issuer continues to remain as the servicer / collection agent) as well as loan originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, where the Issuer is acting as servicer / collection agent
Assignment Documents	Shall mean such documents as will be entered into on or about the date hereof between the Company and the SPV Trust and/ or SPV Trustee for the purposes of the transaction described in row titled "Security" under paragraph 5.23 and shall include: (i) the SPV Trust Deed; (ii) the Agreement to Assign; (iii) the Deed of Assignment; (iii) the Master Servicing Agreement; (iv) the power of attorney issued by the Company to the SPV Trustee to enable the SPV Trustee to perfect its

	right, title and interest in relation to the Assets; (v) document to be executed in relation to contributions to be made by the Company to the SPV Trust; and (vi) any other document that the SPV Trustee may designate as an Assignment Document.
Beneficial Owner(s)	Means the Debenture Holder(s) of the Debentures in dematerialised form whose name is recorded as the Debenture Holders with the Depository.
Board/Board of Directors	The Board of Directors of the Issuer.
BSE / Stock Exchange	BSE Limited
Business Day	Any day of the week (excluding Saturdays or Sundays or any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and any other day on which banks are closed for general business in Mumbai, India) shall be a Business Day
Cash Collateral	Shall mean the credit enhancement to be provided by the Company to the SPV Trustee , to the extent of Rs. 6,00,00,000/- (Rupees Six Crores Only) aggregating to 4% (Four Percent) of the amount of the Debenture Issue, which Cash Collateral shall be provided in the form and manner set out in the documents to be executed in that regard and shall be utilised in the manner set out in the said documents
CDSL	Central Depository Services Limited.
Company Deed of Hypothecation	Shall mean the deed of hypothecation to be executed between the Company and the Debenture Trustee for the purposes of creating hypothecation over Company Hypothecated Property in favour of the Debenture Trustee
Company Hypothecated Property	Shall collectively mean: (i) all right, title and interest of the Company in the contribution made available by the Company to the SPV Trust from time to time in terms of the document executed in relation to contribution, whether under the terms of the document executed in relation to contribution, the SPV Trust Deed or otherwise; (ii) all right, title and interest of the Company in the property belonging to the SPV Trust, as a residual beneficiary in terms of the SPV Trust Deed; (iii) all right, title and interest of the Company in the Assets arising at any time including: (a) its right, title and interest in the Assets prior to the transfer of the Assets to the SPV Trust; (b) any right, title or interest in the Assets acquired or held by the Company in the future whether voluntarily or otherwise (including on account of the ownership of any Assets being reinstated in or clawed back to the Company by way of operation of any law, any order or judgement or any Governmental Authority) or in the event that the transfer of the Assets from the Company to the SPV Trust is reversed for any reason whatsoever, then all right, title and interest of the Company in the said Assets;
Coupon	Shall have the meaning set out under "**Coupon Rate**" in paragraph 5.23 herein
Coupon Rate	Shall have the meaning set out under "**Coupon Rate**" in paragraph 5.23 herein
Debenture Documents	Shall mean the documents executed in relation to the issue of the Debentures and the creation of the Security and shall include: (i) this Disclosure Document, (ii) the Private Placement Offer Letter; (iii) the Debenture Trustee Agreement; (iv) the Debenture Trust Deed; (v) the SPV Guarantee; (vi) Company Deed of Hypothecation and the power of attorney thereto; (vii) the SPV Deed of Hypothecation; (viii) the documents to be executed in relation to Cash Collateral; and (ix) any

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	other document that may be designated by the Debenture Trustee as a Debenture Document
Debenture Holder	Shall mean the several persons/companies who will, from time to time, be holders of the Debentures and whose names will be entered in the Register of Debenture Holders as Debenture Holders and whose names will be recorded as the beneficial owners of the Debentures, with the Depository
Debenture Holder Account	Means the bank account of the Debenture Holder, the details of which will be separately intimated by the Debenture Trustee to the Company / SPV Trustee, where the amounts payable to the Debenture Holders in relation to the Debentures are to be deposited in terms of the Transaction Documents
Debenture Trustee	Trustee for the Debenture Holders, in this case being Catalyst Trusteeship Limited
Debenture Trustee Agreement	Shall mean the debenture trustee agreement entered into by and between the Company and Catalyst Trusteeship Limited for the appointment of Catalyst Trusteeship Limited as Debenture Trustee in relation to the Debentures.
Debenture Trust Deed	Deed to be executed *intra alios* by and between Debenture Trustee and the Company for the purposes of the issuance of the Debentures
Deed of Assignment	Shall mean each of the deeds of assignment of receivables to be executed by and between the Company as the seller and the SPV Trust as the purchaser, pursuant to which Assets shall be sold, transferred and assigned by the Company to the SPV Trust in accordance with the terms contained therein. The right, title and interest of the Company in the Cash Collateral shall be transferred along with the initial Identified Receivables and the Underlying Security thereto, together with all other rights, benefits, powers, risk and guarantees and indemnities in relation thereto as contained in the Underlying Documents, to the SPV Trust in terms of the initial Deed of Assignment
Deemed Date of Allotment	Shall mean the date on which the Debentures shall be allotted to the Debenture Holders i.e. November 19, 2020
Default Interest	Shall have the meaning set out under "Default Interest Rate" in paragraph 5.23 herein
Depository(ies)	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996, as amended from time to time, in this case being NSDL and CDSL
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant/DP	A depository participant as defined under the Depositories Act
Disclosure Document / Information Memorandum	This Disclosure Document / Information Memorandum through which the Issue is being made
DP-ID	Depository Participant Identification Number
ECS	Electronic clearing system
EBP Guidelines	The guidelines issued by SEBI with respect to electronic book mechanism under the terms of the SEBI Circular dated January 5, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/05) read with the SEBI Circular dated August 16, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/122) and the operational

	guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
Electronic Book Provider / EBP	Shall have the meaning assigned to such term under the EBP Guidelines.
Expected Maturity Date	Shall mean the date falling on the expiry of 36 (Thirty Six) months from the Deemed Date of Allotment i.e. November 19, 2023
Expected Payout Dates	Shall mean the Pre-Trigger Expected Payout Date or the Post-Trigger Expected Payout Date, as the context may require
Final Settlement Date	Shall mean the date on which the obligations in relation to the Outstanding Amounts have been irrevocably discharged in full and/or the Debentures, have been redeemed by the Company in full and the Debenture Trustee has provided a written confirmation to the Company in this regard
Financial Indebtedness	Shall mean any indebtedness for or in respect of: 1. moneys borrowed; 2. any amount availed of by acceptance of any credit facility; 3. any amount raised pursuant to the issuance of any notes, bonds, debentures, loan stock or any other similar securities or instruments; 4. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted principles of accounting in India, be treated as a finance or capital lease; 5. receivables sold or discounted (other than any receivables sold in the ordinary course of business or to the extent that they are sold on a non-recourse basis); 6. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; 7. any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); 8. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; 9. the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; or 10. any put option, guarantees, keep fit letter(s), letter of comfort, etc by whatever name called, which gives or may give rise to any financial obligation(s); 11. any preference shares (excluding any compulsorily convertible preference shares); 12. (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (1) to (11) above.
ICCL	Indian Clearing Corporation Limited
Identified Loans	Shall mean the facilities granted by the Company to the Obligors on the terms and conditions set out in the Identified Loan Agreements, which are assigned / to be assigned to the SPV Trust under the terms

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	of the Deeds of Assignment.
Identified Loan Agreements	Shall mean the loan agreement(s) entered into between the Company and Identified Obligor(s) setting out the terms and conditions for the Identified Loans availed of by the Obligor(s)
Identified Obligors	Shall mean the borrowers who have availed of the Identified Loans from the Company against the security of certain assets under the Identified Loan Agreements and who are liable to make payments to the Company of the principal amount of the Identified Loans and interest thereon in monthly instalments or other instalments and such other monies as stipulated there under
Identified Receivables	Shall mean the aggregate of all amounts payable to the Company by the Obligors, pursuant to the Identified Loan Agreements, including interest, additional interest, overdue charges, premium on prepayment proceeds received on prepayment/ foreclosure, more particularly set out in the Assignment Documents.
Issue	Private placement of the Debentures
Managing Director	Shall mean the current managing director of the Company being Mr. Rajendra Setia, an Indian resident, aged 51 years, with PAN no. AGWPS0094A, and residing at 2-Cha-12, Jawahar Nagar, Jaipur-302004
Material Adverse Effect	Shall mean the change or consequence of an event, circumstance, occurrence or condition which, has caused, as of any date of determination, or could reasonably be expected to cause a material adverse effect, on (i) the financial condition, business or operation of any of the Company, (ii) the ability of the Company to perform their obligations hereunder or under any Debenture Documents or the Assignment Documents, or (iii) the legality, validity, binding nature or enforceability of the Debenture Documents or the Assignment Documents, or (iv) any other effect or change which adversely affects the interest of the Debenture Holder(s) or the Debenture Trustee
Maturity Date	Shall mean the day on which the Debentures are redeemed in full, whether on account of scheduled repayment or prepayment or payment consequent to the occurrence of an Event of Default or Trigger Event. The scheduled Maturity Date for the Debentures shall be the Scheduled Redemption Date
Minimum Security Cover	Shall have the meaning set out under "Security" in paragraph 5.23 herein.
Majority Debenture Holder(s)	Means Debenture Holders holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the outstanding Debentures
Master Servicing Agreement	Shall mean the agreement to be executed between the Company and the SPV Trustee, inter alia setting out the terms on which Ess Kay Fincorp Limited shall be appointed as the servicer and the terms and conditions for the collection and management of the Identified Receivables and other services
NEFT	National Electronic Fund Transfer Service
NSDL	National Securities Depository Limited
Obligor	Means any person to whom loan has been extended by the Company and includes its successors or permitted assigns
Outstanding Amounts	Shall mean the aggregate of the principal amount, Coupon, Default

	Interest, any outstanding remuneration of the Debenture Trustee, fees, costs, charges, expenses and all present and future moneys, liabilities due, owing or incurred from time to time to the Company under or in connection with the Debentures, and/or any Debenture Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)
Post-Trigger Expected Payout Dates	Shall mean such dates, upon the occurrence of any Trigger Event, on which any payments are expected to be paid to the Debenture Holders, as per the schedule that will be revised by the Company upon occurrence of any Trigger Event within 3 (Three) days from the date of occurrence of a Trigger Event and this schedule shall be prepared on the basis that payments will be made to the Debenture Holders on the Thursday of every week
Pre-Trigger Expected Payout Dates	Shall mean such dates, till the time no Trigger Events have occurred, on which any payments are expected to be paid to the Debenture Holders, as per the schedule set out in **Annexure VI** herein
Private Placement Offer Letter	Shall mean the private placement offer cum application letter(s) prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
RBI	Reserve Bank of India
Register of Debenture Holders	Shall mean the register maintained by the Company containing the name(s) of the Debenture Holder(s), which register shall be maintained at the Registered Office of the Company.
RTGS	Real Time Gross Settlement
Rating Agency	ICRA Limited
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992
SEBI (ILDS) Regulations	Means the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008
SEBI (LODR) Regulations	Means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
Scheduled Redemption Date	Shall mean the date of falling on the expiry of 48 (Forty Eight) months from the Deemed Date of Allotment
Security / Security Interest	Shall mean the security created to secure the obligations of the Issuer in relation to the Debentures and shall be the security identified in "**Security**" in paragraph 5.23 herein.
Security Cover	Shall mean the cover provided by Identified Receivables (taking into consideration only the principal amounts due under the Identified Loan Agreements), for the Outstanding Amounts
Seller's Event of Default	Shall mean the occurrence of any or all of the following events: (i) breach or failure on the part of the Company to observe or perform, in any respect, any of its covenants, obligations or undertakings under the Assignment Documents; (ii) any of the representations or warranties made by the Company under the Assignment Documents being found to be false, untrue, misleading or incorrect in any respect;
SPV Account	Shall mean the account opened and maintained by the SPV Trust with the SPV Account Bank and operated under the signature of the SPV

	Trustee
SPV Account Bank	Shall mean the bank with which SPV Account is maintained being a scheduled commercial bank with a minimum long term rating of AA+ or higher, as may be appointed by the SPV Trustee acting upon instructions of the beneficiaries, with whom the SPV Account is to be maintained under the provisions of the Transaction Documents
SPV Material Adverse Effect	Shall mean the change or consequence of an event, circumstance, occurrence or condition which, has caused, as of any date of determination, or could reasonably be expected to cause a material adverse effect, on (i) the operation of the SPV Trust; (ii) the ability of the SPV Trust to perform its obligations under any Transaction Documents; (iii) the legality, validity, binding nature, enforceability, effectiveness of any of the Transaction Documents or priority of the Security Interest created by the SPV Trust over the Identified Receivables and the Cash Collateral in favour of the Debenture Trustee
SPV Trigger Event	Means one or more of the following events: (i) Any corporate action, legal proceedings or other procedure or step is taken in relation to the SPV Trustee (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution), in relation to: A. the suspension of payments, a moratorium of any indebtedness, winding-up, insolvency, dissolution, administration or reorganisation of the SPV Trustee with an intention of winding up or liquidating or declaring insolvent the SPV Trustee (by way of voluntary arrangement, scheme of arrangement or otherwise); or B. a composition, compromise, assignment or arrangement with any creditor of the SPV Trustee; or C. the appointment of a liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the SPV Trust or any of its assets. (ii) If one or more legal or governmental proceedings have been initiated against the SPV Trustee or any claims are made against the SPV Trustee, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), has a SPV Material Adverse Effect. (iii) Any or all of the representations and warranties provided by the SPV Trustee under any Debenture Document or any of the Assignment Documents, being untrue, incomplete, incorrect or misleading, which results in the Security being unenforceable or which invalidates the assignment of the Assets to the SPV Trust; (iv) Any expropriation, attachment, sequestration, distress or execution affects any assets of the SPV Trust which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), has a SPV Material Adverse Effect; (v) It is or becomes unlawful for the SPV Trust to perform any of its obligations under the Transaction Documents; (vi) The SPV Trust repudiates a Transaction Document to which it is a party or evidences an intention to repudiate Transaction Documents to which it is a party; (vii) Failure of the SPV Trust to comply with any of the covenants set out under any of the Transaction Documents which results in the

	Security being unenforceable or which invalidates the assignment of Assets to the SPV Trust; (viii) Any event or any series of events occur, which, in the sole opinion of the Debenture Trustee, might have a SPV Material Adverse Effect.
SPV Trust	Shall have the meaning assigned to the term 'SPV' in the row titled '**Security**' under paragraph 5.23 herein
SPV Trustee	Shall mean Catalyst Trusteeship Limited in its capacity as the trustee of the SPV Trust
SPV Trust Deed	Shall mean the trust deed, executed by Catalyst Trusteeship Limited in its capacities as settlor and SPV Trustee respectively, inter alia in relation to the settlement of the SPV Trust, the appointment of the SPV Trustee as the trustee thereof, the objects of the SPV Trust and the duties and powers of the SPV Trustee
SPV Deed of Hypothecation	Shall mean the Deed of Hypothecation to be executed by and between the SPV Trustee and the Debenture Trustee for the purposes of creating hypothecation over the Assets
SPV Guarantee	Shall an unconditional and irrevocable guarantee to be provided by the SPV Trustee in favour of the Debenture Trustee
Transaction Documents	Shall have the meaning set out under "**Transaction Documents**" in paragraph 5.23 herein
Trigger Event	Shall mean the events identified under "**Trigger Events**" under paragraph 5.23 herein
Underlying Assets	Shall mean all the assets in respect of which / over which the Underlying Security has been created and shall include used commercial and personal vehicles
Underlying Documents	Shall mean all the documents, instruments and records pertaining to the Identified Receivables and the Underlying Security, including all Identified Loan Agreements, post-dated cheques (as applicable), guarantees (as applicable), copies of adequate insurance documents (wherever applicable), warranties (wherever applicable), registration certificate (RC) book copies (wherever applicable) and demand promissory notes
Underlying Security	Shall mean the security of any kind or nature whatsoever having the effect of creating security or any interest, as the context may require, which has been created / caused to be created by each Identified Obligor in favour of the Company, to secure the repayment of the loan availed in terms of the Identified Loan Agreement by the said Identified Obligor from the Company
WDM	Wholesale Debt Market

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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.

This Information Memorandum has been prepared in conformity with the extant SEBI (ILDS) Regulations, as amended from time to time and the SEBI (LODR) 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 analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this 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 are adequate and in conformity with the SEBI (ILDS) Regulations, as amended from time to time and the SEBI (LODR) Regulations, as amended from time to time. 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 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 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 being issued have been sent. Any application by a person to whom the Information Memorandum and/or the Private Placement Offer cum Application Letter 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 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 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 decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and/or the Private Placement Offer cum Application Letter 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 to reflect subsequent events after the date of Information Memorandum and/or the Private Placement Offer cum Application Letter 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 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 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 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 (ILDS) Regulations, as amended from time to time. 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 RBI

The Company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the company.

2.4 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI (ILDS) 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.

2.5 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 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 non-exclusive jurisdiction of the courts and tribunals at Mumbai, subject to the Debenture Documents. This Information Memorandum and/or the Private Placement Offer cum Application Letter 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.

2.6 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.

2.7 DISCLAIMER OF THE DEBENTURE TRUSTEE

The Debenture Trustee does not guarantee the terms of payment regarding the Issue as stated in this Disclosure Document and shall not be held liable for any default in the same. Neither the Debenture Trustee nor any of its affiliates / representatives make any representations or assume any responsibility for the accuracy of the information given in this Disclosure Document.

The Debenture Trustee ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the subscribers to the Debentures.

2.8 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 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. Potential Investors should also read the detailed information set out elsewhere in this Information Memorandum and/or the Private Placement Offer cum Application Letter 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 ("**Investors**") should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures (as defined below) 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 DEBENTURES.

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

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 they operate 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) ***The Issuer provides secured loans to the clients 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, 2018, the gross NPA was Rs 42.20 crores on a gross portfolio of Rs 1281.98

crores (including managed / securitized portfolio of Rs. 271.55 crores).

As on March 31, 2019, the gross NPA was Rs 61.74 crores on a gross portfolio of Rs 2001.84 crores (including managed / securitized portfolio of Rs. 472.16 crores).

As on March 31, 2020, the gross NPA was Rs 97.39. 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

As on September 30, 2020, the gross NPA was 86.15 crores on a gross portfolio of Rs 2830.62 crores (including managed / securitized portfolio of Rs. 92.65 crores).
*PTCs are included in own books

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

The current loan loss reserves of the Issuer may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of Client Loans. As a result, if the quality of its total loan portfolio deteriorates the Issuer may be required to increase its loan loss reserves, which will adversely affect its financial condition and results of operations.

The clients are from different industries spread across several geographies with limited access to finance 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 it'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 are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

(b) ***High levels of customer defaults could adversely affect the Issuer's business, financial condition, results of operations and/or cash flows.***

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) *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.

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 microfinance, 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 if 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.

(d) *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.

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

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage. In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such

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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 its 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.

(f) *The Issuer requires certain statutory and regulatory approvals for conducting its business and the 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 its business, including registration with the RBI as a NBFC pursuant to Section 45-IA of the RBI Act, 1934. 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, RBI has issued detailed directions on prudential norms *inter alia* prescribing guidelines on income recognition, asset classification and provisioning requirements applicable to NBFCs, exposure norms, disclosures in the balance sheet, requirement of capital adequacy, restrictions on investments in land and building and unquoted shares besides others. 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, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments 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, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled, and it shall not be able to carry on such activities. If the Issuer fails to comply with the NBFC Directions and fails to maintain the status of NBFC. it may attract penal provisions under the RBI Act, 1934 for non-compliance. The penal action can also result in RBI cancelling the Certificate of Registration issued to the NBFC.

(g) *Competition from banks and financial institutions, as well as state-sponsored programs, may adversely affect our profitability and position in the Indian NBFC lending industry*

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

The Issuer believes that its sector expertise, credit analysis and portfolio management capabilities are all sources of competitive strength and are a mitigant to this risk.

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

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 the Company has managed the COVID situation so far, we have taken a conservative approach and 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 22, 2020 for a period of 21 days until April 17th 2020, which was subsequently extended, 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 which was extended *vide* circular from Reserve Bank of India dated May 23, 2020, for another 3 months from June 2020 to August 2020. The collection efficiency in the months of March 2020 and April 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.

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. This provides us with due confidence that going forward including current month the collection efficiencies will start significantly improving.

III. <u>Overall Expected write offs:</u>

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.

SECTION 4: FINANCIAL STATEMENTS

Set out in **Annexure V** hereto.

SECTION 5: REGULATORY DISCLOSURES

The Information Memorandum is prepared in accordance with the provisions of SEBI ILDS Regulations and in this Section, the Issuer has set out the details required as per Schedule I of the SEBI ILDS 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) Copy of the resolution passed by the shareholders of the Company on May 21, 2020, authorising the Board of Directors to borrow and create security in relation thereto, for the purpose of the Company, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 45,00,00,00,000/- (Indian Rupees Four Thousand and Five Hundred Crores Only);
(e) Copy of the resolution passed by the shareholders of the Company at the General Meeting held on May 21, 2020, authorizing the issue/offer of non-convertible debentures by the Company and creation of security thereto;
(f) Copy of the resolution passed by the Board of Directors dated April 22, 2020, approving the issuance of non-convertible debentures on private placement basis to the extent of Rs. 3,00,00,00,000/- (Rupees Three Thousand Crores Only) and resolution passed by the Board at their meeting held on June 03, 2020, authorizing the Executive Committee of the Board to issue and allot non convertible debentures aggregating upto Rs. 3,00,00,00,000/- (Rupees Three Thousand Crores Only);
(g) Copy of the resolution passed by the Executive Committee of the Board dated November 12, 2020, authorizing the issuance of Debentures and the list of authorized signatories;
(h) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (five) working days of execution of the same.
(i) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor 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 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

Sr.No.	Particulars	Details
1.	Date of Incorporation	November 21, 1994.
2.	Issuer	Ess Kay Fincorp Limited
3.	Registered Office of the Issuer	G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan
4.	Corporate Office of the Issuer	Plot No. 36, Dhuleshwar Garden, Jaipur-302001
5.	Phone No. of the Issuer	+91 141 4734016
6.	Contact Person of the Issuer:	Mr. Vivek Singh, G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan – 302006
7.	Email of the Issuer:	anagha.bangur@skfin.in
8.	Website of Issuer:	www.skfin.in
9.	Registration	Corporate Identification Number: U65923RJ1994PLC009051. The Company holds a certificate of registration dated September 25, 2020 bearing registration no. B-10.00080 issued by the RBI to carry on the activities of a NBFC under section 45 IA of the RBI Act, 1934.
10.	Compliance Officer of the Issuer	Ms. Anagha Bangur, Company Secretary G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302006
11.	Chief Finance Officer (CFO) of the Issuer	Mr. Atul Arora, Phone No: 0141-4734016 Address: G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan – 302006
13.	Trustee to the Issue	**Catalyst Trusteeship Limited** Office No. 604, 6th floor, Windsor, C.S.T. Road, Kalina, Santacruz (East), Mumbai 400098, Tel. No.: +91 22 4922 0555, Website: catalysttrustee.com
14.	Registrar to the Issue	**Karvy Fintech Private Limited** 46, Avenue, 4th Street, No.1, Banjara Hills, Hyderabad-500034 Tel: +91 40 33211000, 67162222 Email: rakesh.santhalia@karvy.com
15.	Credit Rating Agency (s) of the Issue	**ICRA Limited,** Building No. 8, 2nd floor, Tower A, DLF Cyber City, Phase II, Gurgaon, 122 002 Tel: +91 124 4545300
16.	Auditor(s) of the Issuer	**B S R & Co. LLP**

ESS KAY FIN

		Address: 5th Floor, Lodha Excelus, Apollo Mills Compound, N.M Joshi Marg Mahalaxmi Mumbai-4000 11

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

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.

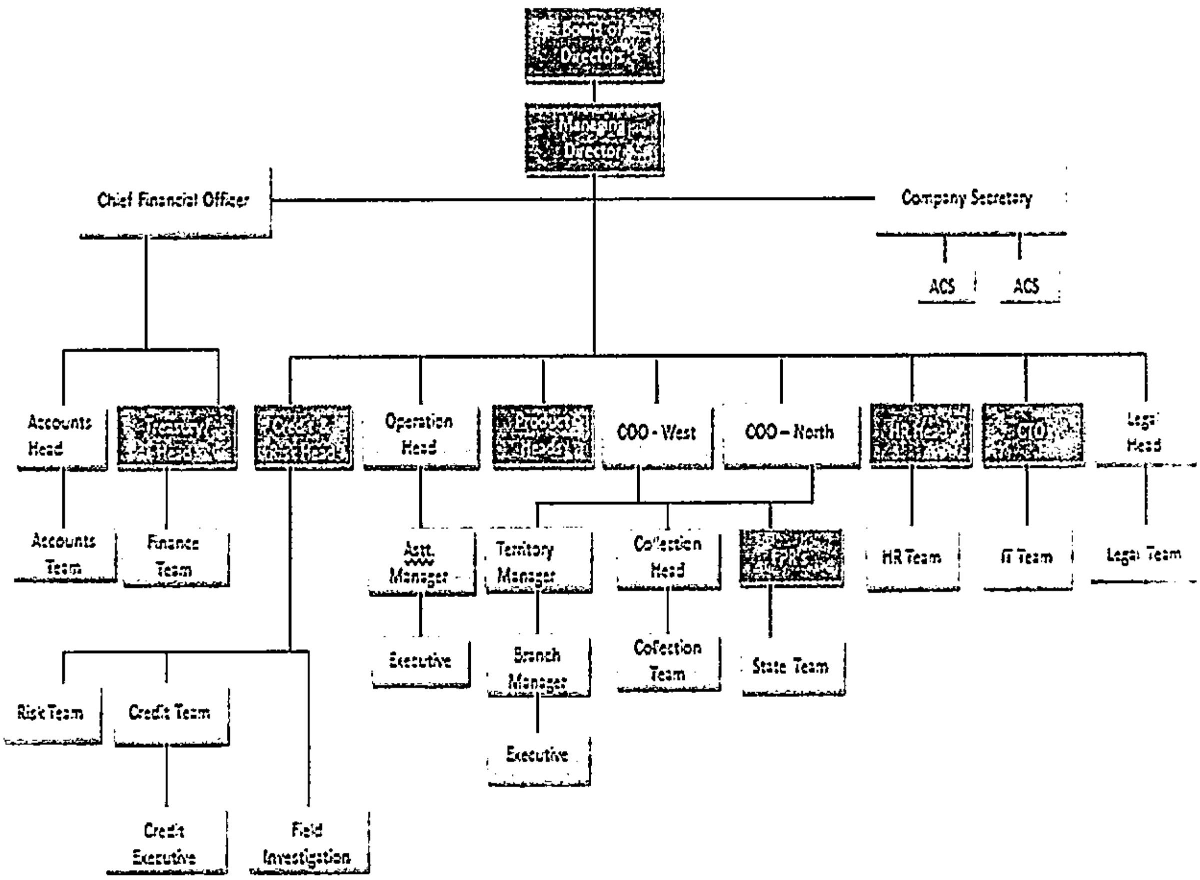
ii. Business Segments

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**



(i) **Brief Profile of the Board of Directors:**

Board of Directors		
Name	**Designation**	**Experience**
Mr. Rajendra Kumar Setia	Managing Director	Mr. Rajendra Kumar Setia, the Managing Director of the company is having a wide experience of more than 20 years in finance industry and vehicle finance. He is the promoter of the company. He is also the President of Rajasthan Finance Companies Association, institution for representing interest of finance companies in the State of Rajasthan.
Mrs. Shalini Setia	Whole-Time Director	Ms. Shalini Setia, Whole Time Director of the company is Co-promoter of the Company. She has 6 years of experience in the industry. She actively participates in strategic decision making of the company. She is an eternal optimist and has promoted ethics in working environment by creating a work culture which provide a stabilized growth environment and motivation.
Mr. Amar Lal Daultani	Independent Director	Mr. Amar Lal Daultani, a postgraduate in Economics from Agra University, joined Allahabad Bank as Management Trainee in 1978 and worked in different capacities in various branches of Allahabad Bank holding important assignments. He is a versatile banker having 34 years of rich experience in Credit, Forex and other General Banking Operations. He has completed his term of office in the Bank on attaining the age of superannuation. Before his elevation as Executive Director, He held the position of Field General Manager (South) at Chennai and handled the Bank's business development in Southern States.
Mr. Anand Raghavan	Independent Director	Mr. Anand Raghavan, Chartered Accountant having 20 years' experience in Sundaram Finance Limited, occupying several positions between December 1985 and June 2006. Experience includes Internal Audit, Finalisation of accounts, representing before Regulators like RBI, SEBI, CBDT Corporate Affairs and having 10 years' experience as Partner in Ernst & Young LLP between July 2006 and June 2016 covering Tax and Regulatory aspects of various industries like Financial Services, Real Estate, Auto and Auto components, Media and Entertainment
Mr. Munish Dayal	Nominee Director	Mr. Munish Dayal is a Senior Partner with Barings Private Equity Partners India since May 2007. He heads the investment practice in Banking, Financial Services & Insurance (BFSI) and also serves as an Operating Partner. He has over 29 years of global experience in establishing and building businesses in the BFSI industry, having worked with Citigroup for 16 years as Managing Director across major markets (London, Europe, Singapore, Middle East, Africa, India). His roles ranged from global transaction services, risk management to asset-based finance, culminating as the Regional Head of SME and Retail mass markets for Asia Pacific.
Mr Akshay Tanna	Nominee Director	Mr. Akshay Tanna is a Partner with TPG Growth in Mumbai and has been with TPG since 2011. Akshay is a member of the Firm's Diversity & Inclusion Council. Prior to joining TPG

Board of Directors		
Name	**Designation**	**Experience**
		in 2011, Akshay worked for Merrill Lynch and Deutsche Bank in the Financial Institutions Investment Banking Group. Akshay graduated from the Wharton School of the University of Pennsylvania with Honors.

(ii) **Brief Profile of the management of the Company:**

Management Details		
Name	**Designation**	**Experience**
Mr. Atul Arora	CFO	Mr. Atul Arora is Chartered accountant by profession, started his career with Taurian Manganese & Ferro Alloy CISA a mining company based in Ivory coast, after 2 years of international finance exposure he has joined Ess Kay Fincorp Limited in 2010. With his diverse experience gained through range of assignments handled during his stint with the company has grown along and currently holds position of Chief Financial Officer in the company
Mr. Vivek Singh	Head Treasury	Mr. Vivek Singh is a Post-Graduate with specialization in the field of finance, accounts, tax and international business. He is a Chartered accountant and PGDIB in International Business from India Institute of Foreign Trade (New Delhi). He started his career with Traxun Towers Limited and has spent over 12 years in the field of Corporate Finance in the past while working with Corporate Group's such as RPG Enterprise, Ladder up Finance Limited and Reliance ADAG.
Mr. Sameer Arora	Chief Operating Officer (North)	Mr. Sameer Arora a Civil Engineer by qualification has 27+ years of experience. He started his career as an entrepreneur and joined Ess Kay Fincorp in the year 2007 with over 10 years of extensive experience in the field of sales, collection and operations. With his diversified skill set he carries specialized hold on sales and marketing of financial products. He is one of the main drivers of devising new product strategies and overlooking its implementation on the ground
Ms. Anagha Bangur	Company Secretary	Ms. Anagha Bangur, a Company Secretary by qualification, has served in salt manufacturing company viz. with Saboo Sodium Chloro Limited which was listed on BSE Limited. Ms. Anagha joined Esskay Fincorp in 2013 and has experience in formulation of Group Financial Policies, Corporate Laws, Merchant Banking, Equity and Debt Listing and ensuring adherence to the statutory regulations of listed, non-listed Companies.
Mr. Amarpreet Singh Batra	National Business Head- Machines	Amarpreet Singh Batra, having over 15 years of experiences with reputed corporate. He holds a B.Tech degree in Mechanical Stream from SSBT's College, Jalgaon Maharashtra. Prior to joining

Management Details		
Name	**Designation**	**Experience**
		Esskay this He was heading Rajasthan State as General Manager in Magma Fincorp Limited.
Mr. Mihir Vaishnav	National Business Head- SME	Mihir Vaishnav graduated from Mumbai University and pursued MBA Has corporate experience of 24 years having worked with Times Group, 20th Century Finance, GMAC, IDBI Bank, TVS Credit, and ICICI Bank. He has worked in domain of Retail Assets and Liabilities having handled products ranging between Rs. 20,000/- to Rs. 2,00,00,000/- which includes financing of Two Wheeler, Auto, Commercial Vehicle, Construction Equipment, Mortgage (HL & SME).
Mr. Rajeev Yadav	National Legal Head	Rajeev Yadav PGDBM (Marketing) and a Law graduate by qualification. He has in all a total experience of over 15 years. He started his career with Cipla Limited in the year 2000 and then moved on to Hinduja Leyland Ltd, Mahindra Finance and ICICI Bank Limited. He has diversified experience of sales, compliance, collection, banking regulations of NBFCs and Bank. He heads legal department for the company and currently takes care of all the legal matters on behalf of the company
Mr. Harendra Singh Rathore	State Collection Manager	Mr. Harendra started his career with Ess Kay Fincorp Limited in the year 1995. He moved on to different organization through his career and has worked with organization like GE, ICICI Bank Limited and Kotak Mahindra Bank. He started his career as an executive level manager but with his ability and understanding of geography and business has now attained the position of State Collection Manager for the state of Rajasthan. He has worked in various sphere of Collection /Debts Recovery and Risk Management during his entire stint with various organization.
Mr. Ritesh Sharma	Chief Operating Officer (West)	He is MBA finance / B-Com (Hon) having 17 years of experience in Finance industry (Rajasthan & Gujarat State). Started his carrier with Ess Kay Auto Finance in year 1999 as a sales manager & with continue growth currently holding position of COO in the company.
Mr. Ritesh Kumar	National Head-Operations	With 5 years of field experience he joined Ess kay in 2008 as an operation executive, with his dedication and continues skill up-gradation he currently holds the position on AVP operation.
Mr. Abhijeet Sharma	State Collection Manager	Abhijeet Sharma a Graduate in Law from Rajasthan University, having experience of more than 15 years in the field of collection. He started his Career in with ICICI Bank and has worked with Airtel and Indiabulls in various positions predominantly in the state of Rajasthan and Gujarat. He is associated with of Ess Kay Fincorp since 2010 and through his acumen and ability has scaled to the level of Senior Manager (Collection).

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Management Details		
Name	**Designation**	**Experience**
Mr. Pratit Vijayvergiya	Chief Technology Officer	Mr. Pratit Vajayvergiya is a Master of Business Administration-IT from NIM and MCA from NIEM, he is been already associated with Ess kay as IT consultant since last 10 years and same time he had been associated with various NBFC's for IT advisory role and have a vast experience of 19 years in domain and earlier been associated with AU, Gravita like more Organizations.
Mr. Girish Dangayach	Chief Digital Officer	Mr. Girish Dangayach is a Chartered Accountant and Certified Digital Strategist from Columbia University with more than 13 years of strong experience. Previously Girish worked with Genpact, Deloitte, Accenture, KPMG and Infosys. Girish helped many global leading fortune 500 companies to transform their business processes in the area of Sales Operations, Finance, Customer Service, Procurement, HR and Manufacturing. At SK, Girish is working to build best in class processes and introducing new age digital technologies to enhance experience for customer and colleagues.
Mr. Raj Kumar Setia	SME Portfolio Zonal in-charge	Mr. Rajkumar Setia is a Science graduate and is associated with our company since 5 years and looks after the SME segment of rural sector from sourcing to collection very efficiently.
Mr. Yash Setia	Head-Business Strategy	Mr Yash Setia, started his Career with Esskay in 2017, is involved in all business strategies and growth plans of the company. A HR College of Commerce and Economics Mumbai graduate, he has the acumen on data and technology and responsible for business development as well as profitable collection.
Mr. Anil Sharma	National Head-Human Resources	Anil is EDPHRM from XLRI and MBA HR from Annamalai University, having experience of over 15 years in HR Domain with Asset Finance / Banking Industry. He has worked with Mahindra Finance, L& T Finance, IndusInd Bank, Infosys etc., with proven track record on talent management and HR practices setup across the geography.
Mr. Honey Jain	Finance Controller	A Chartered Accountant and a Company Secretary by qualification, has 5 years of core accounting and auditing experience. He started his career as an Internal Audit Head in the company and is now acting as the Associate Vice President (Accounts) of the Company.
Mr. Nripendra Singh	(Business Head - Retail Consumers)	Mr. Nripendra Singh is a MBA in Marketing with more than 23 years of strong experience. Previously Nripendra worked with IDFC First Bank as Business head Cross Sell business, Capital First, ICICI Bank and CEAT Tyres.
Mr. Rohit Srivastava	National head Credit & Risk	He comes from a core experience in Commercial vehicles, comes from 14+ years of diversified experience in Credit underwriting

Management Details		
Name	**Designation**	**Experience**
		Credit policy designing, Credit risk analytics, Portfolio monitoring, and management & end-to- end credit process management in Commercial vehicles, Construction Equipments, Car, Farm Equipments, Two Wheeler

(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 lakhs)

Parameters	Audited	Audited	Audited	Limited Reviewed
	31-Mar-18	31-Mar-19	31-Mar-20	30-Sep-20
Net Worth	20,630	55,518	87,873	92,671
Total Debt	89763	129917	2,56,178	2,38,763
- Non-current maturities of long term Borrowings	42815	80262	* Bifurcation not available	* Bifurcation not available
- short term borrowings	8523	6505		
- Current maturities of long term Borrowings	38425	43150		
Net Fixed Assets	1230	1704	4210	4592
Non-Current Assets	69175	102226		-
Cash and Cash equivalents	2937	27761	6,237	4,250
Current investments	-	1100	13,837	7,292
Current Assets	51696	66525	-	-
Current liabilities	56944	59369	-	-
Assets Under Management	128198	200184	3,07,665	2,92,638
Off balance sheet assets	27155	47216	12,832	9,265
Interest Income	16931	28901	54,545	30,360
Interest Expense	8479	13096	23,248	14,193
Provisioning for loan portfolio	1206	2059	4777	2,033
PAT	2195	5223	7,854	4,778
Gross NPA (%)	3.37%	3.83%	4.04%	3.96%
Net NPA (%)	2.57%	2.87%	2.42%	2.28%
Recognition of NPA	90 days	90 days	90 days	90 days
Tier I Capital Adequacy Ratio (%)	16.72%	31.17%	30.62%	34.03%
Tier II Capital Adequacy Ratio (%)	3.52%	1.85%	1.04%	0.93%

**FY 2017 & 2018 are Audited as per IGAAP, while FY2019 is Audited as per Ind AS.*

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

**** 'Intangible Assets' and 'Capital Work in Progress have been excluded from the computation of the Net Fixed Assets of the Company.*

(d) **Gross Debt: Equity Ratio of the Company (as on November 12, 2020):**

Before the issue of debt securities	2.54
After the issue of debt securities	2.70

Calculations

As on November 12, 2020, debt-to-equity ratio is calculated as follows:

(Rs. in lakhs)

Debt – INR Crs	2356.16

Equity – INR Crs	926.71
Debt/Equity	2.54

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

(Rs. in lakhs)

Debt – INR Lakhs	2506.16
Equity – INR Lakhs	926.71
Debt/Equity	2.70

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

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

(a) **Details of Share Capital as on last quarter end, i.e., September 30, 2020:**

Share Capital	Rs. in lakhs
Authorised	
Equity share capital	575.00
Preference share capital	NIL
TOTAL	**575.00**
Issued, Subscribed and Fully Paid- up	503.97
Equity share capital	503.97
Preference Shares	NIL
TOTAL	**503.97**

(b) **Changes in its capital structure as on last quarter end i.e., September 30, 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

ESS KAY FI... LIMITED

			into 50 ES of Rs. 02 each.

(c) **Equity Share Capital History of the Company as on last quarter end i.e. September 30, 2020 for the last five years:**

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
31.03.2010	Asha Kothari	3,650	100	500	18,25,000	Equity	123,150	12,315,000		Share transferred on 15.1.2012
	Mantra Trading Company	2,000	100	500	10,00,000	Equity				Share transferred on 22.12.2011
	Vajra Trading Company	2,000	100	500	10,00,000	Equity				Share transferred on 22.12.2011
	Ess Kay Finserve Pvt. Ltd.	3,200	100	500	16,00,000	Equity				Share transferred on 22.12.2011
	Total	**10,850**	**100**	**500**	**54,25,000**	**Equity**				
31.03.2011	Shalini Setia	800	100	500	4,00,000	Equity	1,64,790	16,479,000		
	Arjun Das Setia	320	100	500	1,60,000	Equity				Shared Transferred on 07.07.2014
	Rajendra Kumar Setia	40520	100	500	2,02,60,000	Equity				
	Total	**41,640**	**100**	**500**	**2,08,20,000**	**Equity**				

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
27.12.2011	Rajendra Kumar Setia	17,620	100	500	88,10,000	Equity	1,82,410	1,82,41,000		
05.03.2012	BanyanTree Growth Capital LLC	60	100	1,500	90,000	Equity	182,470	1,82,47,000		
31.03.2012	Shalini Setia	2,368	100	2,000	1,184,000	Equity	1,99,518	1,99,51,800		
	Arjun Das Setia	1,200	100	2,000	6,00,000	Equity				Shares transferred on 16.08.2014
	Rajendra Kumar Setia	13480	100	2000	6,740,000	Equity				
	Total	**17,048**	**100**	**2,000**	**3,40,96,000**	**Equity**				
26.03.2014	Rajendra Kumar Setia	190	100	2632	500,080	Equity	2,02,415	2,02,41,500		
	Ladder Up Corporate Advisory Private Limited	2707	100	2632	7,124,824	Equity				
	Total	**2,897**	**100**	**2,632**	**76,24,904**	**Equity**				
	BanyanTree Growth Capital LLC	1,19,940	100	100	1,799,10,000	Preference	1,19,940	1,19,94,000		
31.03.2014							3,22,355	322,35,500		
							3,22,355	3,22,35,500		

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
31.03.2015										
31.03.2016							322,355	3,22,35,500		
	Yash Setia	13	100	NA	NA	Equity				Share received on 12.11.2016
12.11.2016	Shalini Setia	13	100	NA	Na	Equity	322,355	3,22,35,500		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	68,294	100	175.623	NA	Equity	2,70,709	2,70,70,900		68294 Equity share issued in lieu of Compulsory Convertible preference shares
	Total	68333	-	3790.68	49278.84	Equity				
30.12.2017	Norwest Venture Partners X – Mauritius	44,468	100	12,467.26	55,43,94,117.68	Equity	3,50,919	3,50,91,900	99,19,77,924.6	Fresh Allotment
	Baring Private Equity India AIF	15,963	100	12,467.26	19,90,14,871.38	Equity				Fresh Allotment

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
	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	99,19,77,924.6	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

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
										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	3,50,919	3,50,91,900	99,19,77,924.6	Transfers
26.02.2018	Rajendra Kumar Setia HUF	1,250	100	20,000.00	2,50,00,000.00	Equity	3,50,919	3,50,91,900	99,19,77,924.6	Transfers
11.09.2018	Splited into 50 Equity Shares having FV 02 Per Share	NA	02	NA	NA	Equity	1,75,45,950	3,50,91,900	NA	Split
13.10.2018	Rajendra Kumar Setia	7,54,650	02	NA	NA	Equity	1,83,00,600	3,66,01,200	NA	Conversion of Warrants
31.10.2018	TPG Growth IV SF Pte Limited	1,67,703	02	596.29	9,99,99,621.87	Equity	1,84,68,303	3,69,36,606	NA	Purchase from RKS
31.10.2018	TPG Growth IV SF Pte Limited	29,04,835	02	596.29	1,73,21,24,062.15	Equity	1,87,56,447	3,75,12,894	2,80,23,91,729.41	Fresh Allotment

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amount (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)			Remarks
					(No. of shares * Issue price)		No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)	
31.10.2018	Evolvence Coinvest I	4,55,847	02	596.29	27,18,17,007.63	Equity	2,16,61,282	4,33,22,564		Fresh Allotment
31.10.2018	Norwest Venture Partners X – Mauritius	13,54,847	02	596.29	80,78,81,717.63	Equity	2,30,16,129	4,60,32,258		Fresh Allotment
21.11.2019	TPG Growth IV SF Pte Limited	13,16,497	02	1,078.62	1,41,99,99,994.14	Equity	2,43,32,626	4,86,65,252		Fresh Allotment
21.11.2019	Norwest Venture Partners X – Mauritius	6,30,435	02	1,078.62	6,799,99,799.70	Equity	2,49,63,061	4,99,26,122	2,34,56,42,760.2	Fresh Allotment
21.11.2019	Evolvence India Fund III Ltd	2,31,778	02	1,078.62	2,500,00,386.36	Equity	2,51,94,839	5,03,89,678		Fresh Allotment
27.07.2020	ESOP	3,750	02	249.35	9,35,062.50	Equity	25198589	50397178	927562.5	ESOP Allotment

(d) **Paid-up Preference Share Capital History of the Company as on last quarter end i.e. September 30, 2020 for the last five years:**

Not Applicable

(e) **Details of any Acquisition or Amalgamation in the last 1 (one) year:**

NIL

(f) **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., September 30, 2020**

Shareholding pattern of the Company as on last quarter end, i.e. September 30, 2020:

Investor	Face Value (in Rs.)	Total Number equity shares	Total Shareholding as % of total no of equity shares	Number of shares held in Demat Form
Rajendra Kumar Setia	2	1,03,27,547	40.99%	1,03,27,547
Norwest Venture Partners X – Mauritius	2	62,76,482	24.91%	62,76,482
TPG	2	43,89,035	17.42%	43,89,035
Evolvence Coinvest 1	2	18,99,647	7.54%	18,99,647
Baring Private Equity India AIF	2	15,40,400	6.11%	15,40,400
Karma Holdings Mauritius Limited	2	4,64,850	1.85%	4,64,850
Evolvence India Fund III Ltd.	2	2,31,778	0.92%	2,31,778
Rajendra Kumar Setia HUF	2	62,500	0.25%	62,500
Shalini Setia	2	650	0.00%	650
Yash Setia	2	650	0.00%	650
Bhajan Devi Setia	2	650	0.00%	650
Atul Arora	2	650	0.00%	650
ESOP-1	2	3750	0.01%	3750
Total		2,51,98,589	100.00%	2,51,98,589

Notes: Details of shares pledged or encumbered by the promoters (if any): Not Applicable

(b) **List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. September 30, 2020:**

Sr. No.	Name of the Shareholder / Particulars	Face Value (in Rs.)	Total Number of equity shares	Total Shareholding as % of total no of equity shares	Number of shares held in Demat Form
1	Rajendra Kumar Setia	2	1,03,27,547	40.99%	1,03,27,547
2	Norwest Venture Partners X – Mauritius	2	62,76,482	24.91%	62,76,482
3	TPG	2	43,89,035	17.42%	43,89,035
4	Evolvence Coinvest 1	2	18,99,647	7.54%	18,99,647
5	Baring Private Equity India AIF	2	15,40,400	6.11%	15,40,400
6	Karma Holdings Mauritius Limited	2	4,64,850	1.85%	4,64,850
7	Evolvence India Fund III Ltd.	2	2,31,778	0.92%	2,31,778
8	Rajendra Kumar Setia HUF	2	62,500	0.25%	62,500
9	Shalini Setia	2	650	0.00%	650
10	Yash Setia	2	650	0.00%	650
11	Bhajan Devi Setia	2	650	0.00%	650
12	Atul Arora	2	650	0.00%	650
13	ESOP-1	2	3750	0.01%	3750
	Total		**2,51,98,589**	**100%**	**2,51,98,589**

5.7 **Following details regarding the directors of the Company*:**

(a) **Details of the current directors of the Company:**

This table sets out the details regarding the Company's Board of Directors as on date of the 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	50 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. Devenio Optimus Advisors Private Limited; 2. Ativir Stock Broking Private Limited; 3. Viraj Profiles Limited
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

Sr. No	Director's name	Date of Birth	Age	PAN	Director of the company since	DIN	Address	Details of other directorships
								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	Sterling Holiday Resorts Limited Five-Star Business Finance Limited Five-Star Housing Finance Private Limited Chennai International Centre Nani Palkhivala Arbitration Centre
6.	Akshay Tanna	20/11/1982	38 years	ADQPT5502K	22.05.2020	02967021	A/72, Darshan Apts, Mount Pleasant Road, Malabar Hill, Near Chief Ministers Bungalow , Mumbai-400006,	1. Dodla Dairy Limited 2. Big Tree Entertainment Private Limited 3. Landmark Insurance Brokers Private Limited 4. Lenskart Solutions

Sr. No	Director's name	Date of Birth	Age	PAN	Director of the company since	DIN	Address	Details of other directorships
							Maharashtra	Private Limited 5. Automark Motors Private Limited 6. Landmark Commercial Vehicles Private Limited 7. Fsn E-Commerce Ventures Private Limited

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

(b) **Details of change in directors since last three years (as on September 30, 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 Chug	Independent Director	07144359	25.03.2015	08.05.2018	Appointment and Resignation
Arjun Das Setia	Director	00469127	21.11.1994	29.09.2015	Appointment and Resignation
Amar Lal Daultani	Independent Director	05228156	01.04.2016	-	Appointment
Rahul Bhasin	Nominee Director	00236867	30.12.2017	05.09.2018	Appointment and Resignation
Munish Dayal	Nominee Director	01683836	26.02.2018		Appointment
R Anand	Independent Director	00243485	07.04.2018		Appointment
Gaurav Trehan	Nominee Director	03467781	31.10.2018	22.05.2020	Appointment & Resignation
Akshay Tanna	Additional Director	02967021	03.06.2020		Appointment

Akshay Tanna	Nominee Director	02967021	24.09.2020		Change in Designation

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
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 September 30, 2020:

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

(Rs.in Crores)

Name of the Bank / Institution	Type of Facility	Sanctioned Amount	O/s as on 30.09.2020	Maturity	Primary Security
RBL Bank Limited	Term Loan	22.9	3.7	28-Feb-21	Hypothecated Receivables
RBL Bank Limited	Term Loan	40	20.67	08-Mar-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	10	2.23	07-Apr-21	Hypothecated Receivables
HDFC Bank Limited	Term Loan	15	8.3	07-Sep-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	25	14.15	07-Apr-22	Hypothecated Receivables
HDFC Bank Limited	Term Loan	25	17.53	07-Sep-22	Hypothecated Receivables
The South Indian Bank Limited	Term Loan	12	0.75	25-Aug-20	Hypothecated Receivables
The South Indian Bank Limited	Term Loan	10	9	31-Mar-23	Hypothecated Receivables

Oriental Bank of Commerce	Term Loan	15	11.78	03-Apr-23	Hypothecated Receivables
Dcb Bank Limited	Term Loan	13	0.4	31-Oct-20	Hypothecated Receivables
Bank of Baroda (earlier Vijaya Bank)	Term Loan	5	1.76	01-Apr-22	Hypothecated Receivables
Indusind Bank Limited	Term Loan	25	4.1	30-Nov-20	Hypothecated Receivables
Indusind Bank Limited	Term Loan	15	10.09	30-Nov-22	Hypothecated Receivables
Utkarsh Small Finance Bank	Term Loan	20	3.38	31-Mar-21	Hypothecated Receivables
Ujjivan Small Finance Bank Ltd	Term Loan	20	2.5	31-Dec-20	Hypothecated Receivables
Ujjivan Small Finance Bank Ltd	Term Loan	20	15	31-Dec-22	Hypothecated Receivables
Kotak Mahindra Bank Limited	Term Loan	40	22.22	09-May-22	Hypothecated Receivables
Bank of Maharashtra	Term Loan	15	13.87	29-Jun-23	Hypothecated Receivables
Federal Bank Limited	Term Loan	15	7.5	28-Dec-21	Hypothecated Receivables
IDFC First Bank Limited	Term Loan	100	69.23	28-Dec-22	Hypothecated Receivables
Capital Small Finance Bank Ltd	Term Loan	10	7.85	01-Dec-22	Hypothecated Receivables
Axis Bank 2nd	Term Loan	15	10.1	30.09.2022	Hypothecated Receivables
Federal Bank Limited	Term Loan	15	10.5	21-Jun-22	Hypothecated Receivables
Utkarsh Small Finance Bank	Term Loan	15	10.94	30-Nov-22	Hypothecated Receivables
Dcb Bank Limited	Term Loan	15	12.1	01-Feb-23	Hypothecated Receivables
Indusind Bank Limited	Term Loan	35	30.62	31-Mar-24	Hypothecated Receivables
SBM	Term Loan	20	15	28-Feb-22	Hypothecated Receivables
ICICI Bank	Term Loan	10	7.08	28-Feb-22	Hypothecated Receivables
State Bank of India	Term Loan	4.5	4.5	15-Jun-22	Hypothecated Receivables
Federal Bank Limited	Term Loan	20	20	28-Mar-23	Hypothecated Receivables
Kotak Mahindra Bank Limited	Term Loan	25	25	31-Mar-23	Hypothecated Receivables
Small Industries Development Bank of India II	Term Loan	15	5	10-May-22	Hypothecated Receivables
Small Industries Development Bank of India II	Term Loan	50	39	10-Apr-21	Hypothecated Receivables
Mudra	Term Loan	50	50	10-Jul-23	Hypothecated Receivables
Hinduja Leyland Finance Limited	Term Loan	7.5	0.48	31-Oct-20	Hypothecated Receivables
Hinduja Leyland Finance Limited	Term Loan	20	3.79	31-Mar-21	Hypothecated Receivables

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

(b) **Details of Unsecured Facilities (as on September 30, 2020):**

(Rs.in Crores)

Lender's Name	Type of Facility	Amount Sanctioned	Principal Amount O/s	Repayment Date/Schedule
IFMR FIMPACT Long Term Multi Asset Class Fund	NCD	20	20	72 Months
Reliance Mutual Fund	NCD	25	25	42 Months

Lender's Name	Type of Facility	Amount Sanctioned	Principal Amount O/s	Repayment Date/Schedule
IDFC First Bank Ltd (Capital First)	NCD	20	20	72 month
IFMR Capital Finance Private Limited- NCD	NCD	20	20	72 month

(c) **Details of Non-Convertible Debentures: (as on September 30, 2020):**

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

								shall be maintained at 120.0% of debentures outstanding.
5229436-5231935	36 months	0-6 months - 11.00% 7-12 months - 11.25% 13-18 months - 11.50% 19-24 months - 11.75% 25-30 months - 12.00% 31–36 Months - 12.25%	50	16.08.2019	16.08.2022	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 120.0% of debentures outstanding.
5232436-5235335	1857 Days	10.435 %	290.00	11.12.2019	10.01.2025	NA	Secured	Secured by way of hypothecation of book debts which shall be maintained at 115.0% of debentures outstanding.
5235336-5236195	72 Months	12.05% p.a net of withholding tax and payable semi-annually	86	23.12.2019	23.12.2025	CRISIL A Stable	Secured	Secured by way of hypothecation of book debts which shall be maintained at 110.0% of debentures outstanding.
5236196-5236595	24 Months	Market Linked Debentures	33.60	09th January, 2020	09th January, 2022	CRISIL PP-MLD Ar/Stable	Secured	The value of security at all times equal to 1.10x times of security cover over the book debts and Pari passu charge over the immovable property in the form of land located in Chennai

5236596-5237095	36 months	RBI repo rate plus 6.85%	50.00	02/06/2020	02/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5237096-5237195	36 Months	11.25%	10.00	08/06/2020	08/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.20x times of security cover over the book debts.
5237196-5237595	36 Months	11.25%	20.00	12/06/2020	12/06/2023	CRISIL AA	Senior, Secured	As per Vivriti Omega Trust
5237596-5238095	36 Months	11.00%	50.00	16/06/2020	16/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5238096-5238345	36 Months	11.00%	25.00	18/06/2020	18/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5238346-5238595	36 Months	11.00%	25.00	22/06/2020	22/06/2023	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5238596-5239095	18 Months	9.50%	50.00	26/06/2020	26/12/2021	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5239096-5239195	36 Months	11%	10.00	02-Jul-20	02-Jul-23	CRISIL A	Senior, Secured	The value of security at all times equal to 1.25x times of security cover over the book debts.
5239196-5239945	2 years 8 Months 9 Days	10.90%	75.00	13-Jul-20	21-Apr-23	CRISIL A	Senior, Secured	The value of security at all times equal to 1.33x times of security cover over the book debts.

5239946-5240195	18 Months	9.25%	25.00	11-Aug-20	17-Feb-22	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5240246-5240945	72 months	11.40%	70.00	29-Sep-20	29-Sep-26	CRISIL A	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.
5240946-5246335	824 days	Market Linked	53.90	28-Oct-20	30-Jan-23	CRISIL PP-MLD Ar/Stable	Senior, Secured	The value of security at all times equal to 1.10x times of security cover over the book debts.

(d) **List of Top 10 Debenture Holder(s) (as on September 30, 2020):**

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

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

Not applicable

(f) **Details of Commercial Paper:**

Not Applicable

(g) **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on September 30, 2020:**

Not Applicable

(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 Issuer, in the past 5 years:**

Not Applicable

(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:**

Not Applicable

5.10 Details of Promoters of the Company:

Details of Promoter Holding in Company as on latest quarter end, i.e. September 30, 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

(Rs. in Lakhs)

Profit and Loss Statement (INR)	31.03.2018	31.03.2019	31.03.2020	30.09.2020
	Audited	Audited	Audited	Limited Reviewed
Interest Income	18,569.43	31,240.41	54,544.50	30360.15
Less: Interest Expenses	8,945.06	13,846.22	23,248.45	14192.57
Net Interest Income	**9,624.37**	**17,394.19**	**31,296.05**	16167.58
Other Income	4,163.56	5,253.05	3,695.77	1335.13
Total Income	**13,787.93**	**22,647.24**	**34,991.82**	17502.71
Operating Expenses	8,885.62	11,858.89	14,625.84	6729.24
Provisions & Write Offs	1,376.24	2,918.00	8,997.98	3768.27
Operating Profit	**3,526.07**	**7,870.35**	**11,368.00**	7005.20
Depreciation	233.62	321.25	817.53	613.33
Profit Before Tax	**3,292.45**	**7,549.10**	**10,550.47**	6366.93
Provisions for tax	1,097.22	2,326.08	2,696.80	1588.61
Profit After Tax	**2,195.23**	**5,223.02**	**7,853.67**	4778.32

Balance Sheet (INR)	31.03.2018	31.03.2019	31.03.2020	30.09.2020
Equity capital	350.92	460.32	503.90	503.97

Reserve & Surplus	20,279.16	55,058.14	87,368.85	92,167.33
TNW (A)	20,630.08	55,518.46	87,872.75	92,671.30
Total Non-Current Liabilities	44,802.90	84,427.05	2,64,771.24	2,46,624.34
Current Liabilities+ Provisions	56,667.23	59,369.47	-	-
Total Outside Liabilities (B)	44,802.90	84,427.05	2,64,771.24	2,46,624.34
Total Liabilities (A + B)	**65,432.99**	**1,39,945.51**	**3,52,643.99**	3,39,295.64
Fixed assets (Net)	1,326.73	1,710.06	4,559.70	4,841.97
Investments	466.67	466.67	13,836.90	7,291.64
Gross Advances	1,11,025.76	1,63,796.53	2,96,760.51	2,84,739.42
Less: Loan Loss Reserve	-	-	11,759.47	13,730.49
Net Loan Outstanding	1,11,025.76	1,63,796.53	2,85,001.04	2,71,008.93
Cash / Liquid Investments	2,937.15	27,760.67	43,281.83	49,818.60
Deferred Tax Assets	623.64	824.23	1,931.92	2,484.34
Intangible Assets	27.04	59.43	50.55	68.00
Other current assets	4,722.70	3,001.30	3,982.05	3,782.16
Other Non-Current Assets	970.51	1,696.10	-	-
Total Assets	**1,21,129.70**	**1,97,618.88**	**3,52,643.99**	**3,39,295.64**

(Rs.in Crores)

Particulars	31-Mar-18
A) Cash Flow From Operating Activities	
Net Profit before Tax	32.92
Adjustments For:	
Contingent Provision on Standard Assets	21.69
Finance costs	84.79
Interest Income from bank deposits	(165.61)
Depreciation	2.34
Loss on Sale of Fixed Assets	0.00
Provision for employee benefits	1.63
Gain on sale of investments	(0.08)
Operating Profit Before Working Capital Changes	(22.32)
Add:	
(Increase) Decrease in receivables under financing activities (Long term)	(212.18)
(Increase) Decrease in receivables under financing activities (Short term)	(300.31)
Increase (Decrease) in Other Current Assets	20.08
Increase (Decrease) in Other Non-Current Assets	1.47
Increase (Decrease) in Other Current Liabilities	22.39
Increase (Decrease) in Other Long-term Liabilities	8.17
Increase (Decrease) in Other Long-term Provisions	(0.16)
Increase (Decrease) in Other Short-term Provisions	0.00
(Increase) Decrease in Trade Receivables	1.65
(Increase) Decrease in Bank Deposits	(4.85)
Direct tax paid	(11.59)
Interest Paid	(82.00)
Interest Received	161.23
Net Cash from Operating Activities (A)	(418.42)
B) Cash Flow From Investing Activities	

ESS KAY FINCORP LIMITED

Particulars	31-Mar-18
Purchase of Investments	0.00
Sale of Investments	11.92
Purchase of Fixed Assets	(5.55)
Sale of Fixed Assets	0.05
Net Cash from Investing Activities (B)	6.42
C) Cash Flow From Financing Activities	
Proceeds from issue of equity shares	0.80
Proceeds from share premium	97.28
Issuance of NCDs	185.00
Repayment of NCDs	(76.22)
Amount received from Long term borrowings	505.47
Repayment from Long term borrowings	(370.49)
Short term borrowings	39.26
Dividend tax paid	0.00
Net Cash from Financing Activities (C)	381.09
Net Increase in Cash and Cash Equivalents (A) + (B) + (C)	-30.90
Cash and Cash Equivalents at the Beginning of the Year	40.09
Cash and Cash Equivalents at the End of the Year	9.19

(Rs.in Crores)

Particulars	31-Mar-19	31-Mar-20	30-Sep-20
Cash flow from operating activities			
Profit before tax	89.02	105.50	63.66
Adjustments for			
(Profit)/loss on sale of fixed asset	0.01	0.00	0.10
Finance cost incurred	118.45	218.25	141.93
Interest income accrued	-329.05	-520.84	(295.53)
Impact on derecognition of loans sold under direct assignment transaction	-13.01	-10.37	(8.07)
Net (gain)/loss on FVTPL investments and derivatives	0.21	-7.53	(2.34)
Remeasurements of the defined benefit plans	0.00	0.00	0.00
Impairment on financial instruments	44.08	89.98	37.68
Employee share based payment expenses	0.83	1.79	0.63
Depreciation and amortization	6.04	8.18	6.13
Operating cash flow before working capital changes	-83.43	-115.05	(55.81)
Adjustments for working capital changes:			
Decrease in trade receivables	0.21	0.02	(0.02)
Increase in loans	-732.47	-1,093.46	104.17
Decrease/(Increase) in other financial assets	-24.23	6.96	5.69
Increase in other non-financial assets	-1.53	-0.70	(11.49)
Increase/(decrease) in other financial liabilities	25.95	-4.05	(0.22)
Increase in provisions	1.89	1.69	(2.27)
Increase in other non-financial liabilities	1.17	0.10	(1.50)
Increase/(decrease) in trade payables	0.00	0.00	0.00
Finance cost paid	-94.26	-241.22	(164.41)
Interest income received	294.00	481.00	293.36
Cash generated from operations	-612.69	-964.70	167.50

Direct taxes paid (net of refunds)	-28.61	-36.41	(20.18)
Net cash used in operating activities (A)	**-641.31**	**-1,001.11**	**147.33**
Cash flow from investing activities			
Purchase of property plant and equipment, capital work in progress and other intangible assets	-13.63	-21.63	(9.44)
Proceeds from sale of property plant and equipment	0.14	0.14	0.21
Investment in Fixed deposits	-185.00	-880.22	(442.94)
Proceeds from redemption of fixed deposits	2.99	754.28	372.96
Purchase of Investments	-11.00	-411.10	(70.00)
Proceeds from redemptions of investments	0.04	292.55	138.05
Net cash used in investing activities (B)	**-206.46**	**-265.98**	**(11.16)**
Cash flow from financing activities			
Proceeds from issue of shares and securities premium	296.65	235.00	0.13
Debt securities issued	600.00	902.50	410.00
Debt securities repaid	-141.55	-353.17	(327.23)
Borrowings other than debt securities taken	358.67	872.30	149.50
Borrowings other than debt securities repaid	-200.57	-401.24	(388.84)
Subordinated debts repaid	0.00	0.00	0.00
Net cash generated from financing activities (C)	**913.21**	**1,255.39**	**(156.44)**
Net increase/(decrease) in cash and cash equivalents (A+B+C)	65.44	-11.69	(20.27)
Add : cash and cash equivalents as at the beginning of the year	8.62	74.06	62.37
Cash and cash equivalents as at the end of the year*	**74.06**	**62.37**	**42.10**
*Components of cash and cash equivalents			
Balances with banks	64.36	61.36	37.59
Fixed deposits on hand	0.68	0.31	0.59
Cash on hand	9.03	0.70	4.32
	74.06	**62.37**	**42.50**

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

(Rs.in Lakhs)

Profit and Loss Statement (INR)	30.09.2020 Limited Reviewed
Interest Income	30360.15
Less: Interest Expenses	14192.57
Net Interest Income	16167.58
Other Income	1335.13
Total Income	17502.71
Operating Expenses	6729.24
Provisions & Write Offs	3768.27
Operating Profit	7005.2
Depreciation	613.33
Profit Before Tax	6366.93
Provisions for tax	1588.61

Profit After Tax	4778.32

Balance Sheet (INR)	30.09.2020
Equity capital	503.97
Reserve & Surplus	92,167.33
TNW (A)	92,671.30
Total Non-Current Liabilities	2,46,624.34
Current Liabilities+ Provisions	-
Total Outside Liabilities (B)	2,46,624.34
Total Liabilities (A + B)	3,39,295.64
Fixed assets (Net)	4,841.97
Investments	7,291.64
Gross Advances	2,84,739.42
Less: Loan Loss Reserve	13,730.49
Net Loan Outstanding	2,71,008.93
Cash / Liquid Investments	49,818.60
Deferred Tax Assets	2,484.34
Intangible Assets	68
Other current assets	3,782.16
Other Non-Current Assets	-
Total Assets	3,39,295.64

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 Catalyst Trusteeship Limited. Catalyst Trusteeship 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 of the Issue).

The Rating Agency has assigned a rating of "ICRA AA+ (CE) (provisional)" (pronounced as "ICRA double AA plus"). Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The provisional rating letter 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.

The Debentures will be credit enhanced *inter alia* by an unconditional and irrevocable guarantee to be provided by the SPV Trust in favour of the Debenture Trustee, having such terms and conditions as more particularly set out in the Debenture Trust Deed and the relevant Transaction Documents.

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.

5.18 Other details:

(a) Debenture Redemption Reserve ("DRR") Creation:

As per Section 71 of the 2013 Act, any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, 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 intend to create any reserve funds for the redemption of the Debentures.

The Company also undertakes that, if there are any further guidelines formulated (or modified or revised) by the Central Government or any other authority in respect of creation of Debenture Redemption Reserve the Company shall abide by such guidelines

(b) Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI (ILDS) Regulations, the SEBI (LODR) Regulations and the applicable RBI guidelines.

(c) Application process:

The application process for the Issue is as provided in SECTION 7: of this Information Memorandum.

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

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Company or entered into more than 2 (Two) years before the date of this Information Memorandum, which are or may be deemed material, have been entered into by the Company.

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.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.

2	Board Resolution dated April 22, 2020 approving the issuance of non-convertible debentures on private placement basis to the extent of Rs. 30,00,00,00,000/- (Rupees Three Thousand Crores Only) and resolution passed by the Board at their meeting held on June 03, 2020, authorizing the Executive Committee of the Board to issue and allot non convertible debentures aggregating upto Rs. 30,00,00,00,000/- (Rupees Three Thousand Crores Only) read with the resolution passed by the Executive Committee of the Board of Directors dated November 12, 2020 authorizing the issue of Debentures offered under the terms of this Disclosure Document.
3	Shareholder Resolution dated May 21, 2020 authorizing the borrowing and the creation of security by the Company.
4	Shareholder Resolution dated May 21, 2020 authorizing the issue of non-convertible debentures by the Company.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Provisional credit rating letter from the Rating Agency dated November 12, 2020.
7	Letter from Catalyst Trusteeship Limited dated November 10, 2020 giving its consent to act as Debenture Trustee.
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 the NSDL/CDSL.

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. 150,00,00,000/- (Rupees One Hundred and Fifty Crores only) (including green shoe option of an amount upto Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores Only)) by issue of Rated, Senior, Secured, 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 Clause 5.23 of this Information Memorandum.

5.21 Issue Size

The aggregate issue size for the Debentures is of Rs. 150,00,00,000/- (Rupees One Hundred and Fifty Crores only) (including green shoe option of an amount upto Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores Only)).

5.22 Utilization of the Issue Proceeds

The proceeds shall be used for meeting its (i) general corporate purposes; and (ii) repayment or re-financing of existing debt of the Company in the ordinary course of business:

(i) investment in 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 Real Estate Business (as defined under RBI FEMA Notification No.FEMA.362/2016-RB dated 15 February 2016);
(v) purchase of land;

5.23 Issue Details

Security Name	9.80% Rated, Listed, Senior, Secured, Redeemable, Non-Convertible Debentures
Issuer	Ess Kay Fincorp Limited
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Non-convertible Debentures with face value of Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture.
Nature of Instrument	The Debentures are proposed to be secured as follows: 1. A charge by way of hypothecation to be created by the Company over the Company Hypothecated Property in favour of the Debenture Trustee to secure the Debentures. 2. The Company is issuing the Debentures with an intention to create a 'covered bond' structure. A charge by way of hypothecation over the Identified Receivables assigned by the Company to the SPV Trust, to be created by the SPV Trustee as a condition precedent to the allotment of Debentures.
Seniority	Senior
Mode of Issue	Private Placement
Eligible Investors	The investor to whom this Disclosure Document is specifically addressed, is eligible to apply for this private placement of Debentures subject to fulfilling its respective investment norms/rules and compliance with laws applicable to it by submitting all the relevant documents along with the Application Form. The persons to whom the Disclosure Document has been circulated to, may include but not limited to: 1. Financial Institutions: registered under the applicable laws in India which are duly authorized to invest in Bonds; 2. Insurance companies 3. Provident, Gratuity, Pension & Superannuation Funds 4. Regional Rural Banks 5. Mutual Funds 6. Companies, Bodies Corporate authorized to Invest in bonds 7. Trusts, Association of Persons, Societies registered under the applicable laws in India which are duly authorized to invest in bonds 8. FPIs 9. Individuals 10. Scheduled Commercial Banks 11. Co-operative Bank 12. Partnership Firms 13. HUF through Karta
Listing	This issue of Debentures will be listed on Wholesale Debt Market (WDM) Segment of the BSE Limited.

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	The Company shall file the listing application along with the relevant disclosures to the BSE within 15 (Fifteen) days from the Deemed Date of Allotment. The Issue will be listed within 20 (Twenty) days from the Deemed Date of Allotment. In the event that the Debentures are not listed on the WDM of the BSE within a period of 20 (Twenty) days from the Deemed Date of Allotment, the Issuer shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period commencing from the expiry of 30 (Thirty) days from the Deemed Date of Allotment and expiring on the date the Debentures are listed on the WDM of the BSE.
Rating of the Instrument	Provisional Rating of 'AA+ (CE)' (provisional) by ICRA Limited
Issue Size	Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) (with green shoe option of an amount upto Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores Only))
Option to retain oversubscription	Green shoe option to retain oversubscription of an amount of up to Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only)
Objects of the Issue	The monies raised through the issue the Debentures shall be used for: (i) general corporate purposes; and (ii) repayment or re-financing of existing debt of the Company in the ordinary course of business.
Details of the utilization of the Proceeds	The monies raised through the issue the Debentures shall be used for: (i) general corporate purposes; and (ii) repayment or re-financing of existing debt of the Company in the ordinary course of business.
Coupon Rate	The coupon payable on the Debentures (**"Coupon"**) shall be an amount which provides a rate of return (calculated on XIRR basis using the Microsoft Excel function) of 10.25% (Ten Decimal Point Two Five Percent) (equivalent to 9.80% (Nine Decimal Point Eight Zero Percent) p.a.p.m.) on the principal amount of the Debentures (**"Coupon"**) for the period between the Deemed Date of Allotment and the date on which the Debentures are being redeemed in full. Without the need for any further act or deed of the parties, (i) in the event there is any downgrade in the rating of the Issuer or the rating of the Debentures, the Coupon Rate shall stand automatically increased by a spread of 100 (One Hundred) basis points for each notch of rating downgrade, from the date on which such downgrade has occurred, and (ii) upon the occurrence of a Trigger Event, the Coupon Rate shall stand automatically increased by a spread of 400 (Four Hundred) basis points, from the date

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	on which such Trigger Event has occurred. The Coupon payable on the Debentures are promised to be paid by the Company on the Scheduled Redemption Date i.e. November 19, 2024. However, the Company is expected to meet payments of Coupon as follows:: (i) for so long as no Trigger Event has occurred, the Coupon payable on the Debentures is expected to be prepaid on a monthly basis on the Pre-Trigger Expected Payout Dates by the Company, the schedule of which is set out in **Annexure VI** hereto, (ii) in the event of occurrence of a Trigger Event, the Coupon and the principal amount of the Debentures is expected to be prepaid on a weekly basis on the Post-Trigger Expected Payout Dates (being the payout dates which shall be drawn by the Company upon the occurrence of any Trigger Event).
Step Up/ Step Down Coupon Rate	Without the need for any further act or deed of the parties, (i) in the event there is any downgrade in the rating of the Issuer or the rating of the Debentures, the Coupon Rate shall stand automatically increased by a spread of 100 (One Hundred) basis points for each notch of rating downgrade, from the date on which such downgrade has occurred, and (ii) upon the occurrence of a Trigger Event, the Coupon Rate shall stand automatically increased by a spread of 400 (Four Hundred) basis points, from the date on which such Trigger Event has occurred.
Coupon Payment Frequency	Please refer to the details provided in section 'Coupon Rate' above.
Coupon Payment Date	Please refer to the details provided in section 'Coupon Rate' above.
Coupon Type	Please refer to the details provided in section 'Coupon Rate' above.
Coupon Reset Process	NA
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).
Interest on Application Money	The Company shall be liable to pay the Debenture Holders interest on application money, at the Coupon Rate for the period commencing from the credit of the subscription monies in respect of the Debentures in the account of the ICCL, in accordance with the EBP Guidelines and ending on the date falling 1 (One) day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders on the first Pre-Trigger Expected Payout Date.
Default Interest Rate	Without prejudice to the rights of the Debenture Trustee and/or the Debenture Holders upon the occurrence of any default, in case of failure by the Company in the performance of its obligations under the Debenture Documents, including making payment of the Outstanding Amounts as per the payment schedule, the Company shall be liable to pay default interest which shall

	be calculated at the rate of 2% (Two Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate (**"Default Rate"**). In the event that the Debentures are not listed on the WDM of the BSE within a period of 20 (Twenty) days from the Deemed Date of Allotment, the Issuer shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period commencing from the expiry of 30 (Thirty) days from the Deemed Date of Allotment and expiring on the date the Debentures are listed on the WDM of the BSE. The Debenture Trust Deed shall be executed within 3 (Three) months from the closure of the Issue, failing which the Company shall pay interest of at least 2% (Two Percent) per annum to the Debenture Holders, without prejudice to any liability arising on account of violation of the provisions of any applicable law, over and above the Coupon Rate on the Debentures, till the execution of the Debenture Trust Deed.
Tenure	48 (Forty-Eight) months from the Deemed Date of Allotment
Redemption Date / Scheduled Maturity Date	The date of falling on the expiry of 48 (Forty-Eight) months from the Deemed Date of Allotment being November 19, 2024. The principal amount of the Debentures shall be repaid by the Company to the holders of the Debentures on the Scheduled Redemption Date. The Company shall not be entitled to redeem the Debentures except on the Expected Payout Dates or the Scheduled Redemption Date or upon exercise of the voluntary prepayment option as per the Transaction Documents or upon acceleration of payment due on Debentures on account of occurrence of any Trigger Event / Event of Default in accordance with the Transaction Documents, provided however, the Company and the Debenture Trustee (acting on the instructions of the Debenture Holders) may mutually consent on redemption of Debentures by the Company at such other times as agreed without the requirement to pay any prepayment penalty.
Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture plus accrued Coupon
Redemption Premium / Discount	NA
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakh Only) per Debenture
Discount at which security is issued and the effective yield	NA

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as a result of such discount	
Put Option / Prepayment Option	NA
Put option date	NA
Put option price	NA
Put notification time	NA
Call Option / Voluntary Prepayment	In the event there is any downgrade in the rating of the Issuer or the rating of the Debentures or upon the occurrence of any Trigger Event, the Company shall, without prejudice to the rights of the Debenture Trustee upon the occurrence of such events, have the option to redeem the Debentures in full by repayment of all the Outstanding Amounts in relation thereto, subject to providing the Debenture Trustee a written notice of its intention to redeem the Debentures (with a copy marked to the Debenture Holders) within 3 (Three) days from the date of rating downgrade of the Issuer or rating downgrade of the Debentures or occurrence of any Trigger Event, as the case may be. It is clarified that the Company shall not be required to pay any prepayment penalty on a prepayment on the Debentures as set out in this paragraph. In the event that the Company has exercised the option to prepay in the manner set out above, the Company shall at least on the date falling 5 (Five) days from the date of rating downgrade of the Issuer or rating downgrade of the Debentures or occurrence of any Trigger Event, as the case may be, redeem the principal amount of the Debentures and make payment of the accrued Coupon in relation thereto and any other Outstanding Amounts to the Debenture Holders.
Call option date	Please refer to the details provided in section '**Call Option / Voluntary Prepayment**' above.
Call option price	Please refer to the details provided in section '**Call Option / Voluntary Prepayment**' above.
Call notification time	Please refer to the details provided in section '**Call Option / Voluntary Prepayment**' above.
Face Value	Rs. 10,00,000/- (Rupees Ten Lakh Only) per Debentures
Minimum Application size	10 (Ten) Debentures and in multiples of 1 (One) Debenture thereafter
Issue Opening Date:	November 18, 2020
Issue Closing Date:	November 18, 2020
Pay-in Date:	November 19, 2020
Deemed Date of Allotment:	November 19, 2020
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only

<table>
<tr><td>Settlement mode of the Instrument</td><td>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below:

<table>
<tr><td>Name of Bank</td><td>HDFC BANK</td></tr>
<tr><td>IFSC Code</td><td>HDFC0000060</td></tr>
<tr><td>Account number</td><td>ICCLEB</td></tr>
<tr><td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LIMITED</td></tr>
</table>
<table>
<tr><td>Name of Bank</td><td>ICICI Bank Ltd.</td></tr>
<tr><td>IFSC Code</td><td>ICIC0000106</td></tr>
<tr><td>Account number</td><td>ICCLEB</td></tr>
<tr><td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LTD</td></tr>
</table>
<table>
<tr><td>Name of Bank</td><td>YES BANK</td></tr>
<tr><td>IFSC Code</td><td>YESB0CMSNOC</td></tr>
<tr><td>Account number</td><td>ICCLEB</td></tr>
<tr><td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LTD</td></tr>
</table>
Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

<table>
<tr><td>Name of Bank</td><td>RBL BANK LIMITED</td></tr>
<tr><td>IFSC Code</td><td>RATN0000088</td></tr>
<tr><td>Account number</td><td>409001042376</td></tr>
<tr><td>Name of beneficiary</td><td>ESS KAY FINCORP LIMITED</td></tr>
</table>
Cheques, Demand Drafts, interest/ redemption warrants, pay order, direct credit, ECS, NEFT, RTGS, other online payment mechanism as are permitted by the Reserve Bank of India</td></tr>
<tr><td>Depositories</td><td>NSDL and/or CDSL</td></tr>
<tr><td>Business Day Convention/Effect of Holidays</td><td>"Business Day" means any day of the week (excluding Saturdays or Sundays or any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and any other day on which banks are closed for general business in Mumbai, India) shall be a Business Day.

In the event that any of the Record Dates or Expected</td></tr>
</table>

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	Payout falls on a day that is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment or determination, as the case may be. In the event that the date for performance of any event or the Maturity Date falls on a day that is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for that payment or the date for performance of such event.
Record Date	Means 7 (Seven) days prior to any date on which on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Refer to paragraph 5.25 of this Disclosure Document Also refer to the details provided in section '**Accelerated Redemption Event and Consequences**' of this paragraph 5.23.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum.	The payment and other obligations of the Company in respect of the Debentures will be secured through: (i) security created over the Company Hypothecated Property by the Company in favour of the Debenture Trustee; (ii) security created over the receivables due to the Company from certain identified obligors ("**Identified Obligors**") under certain identified loan agreements ("**Identified Receivables**") entered into by the Company with the Identified Obligors ("**Identified Loan Agreements**"), which Identified Receivables, together with all rights, benefits, powers, risk, and guarantees and indemnities in relation thereto including the rights in relation to the security interests created in connection therewith and the right, title interest of the Company in the Cash Collateral, (collectively referred to as "**Assets**"), shall be transferred by the Company to a special purpose vehicle created in the form of a trust ("**SPV Trust**"), pursuant to various deeds of assignment; (iii) an unconditional and irrevocable guarantee to be provided by the SPV Trust ("**SPV Guarantee**"); and (iv) the Cash Collateral provided in the form and manner set out in the Transaction Documents, (collectively referred to as the "**Security**" / "**Security Interest**"). **Minimum Security Cover** The Security Cover for the Debentures shall be tested on the basis of the value of the Identified Receivables held by the SPV Trust. The expected Security Cover which is to be provided by the Identified Receivables is at least 1.21 (One Decimal Point Two One) times of the Outstanding Amounts ("**Minimum Security Cover**"). For the purposes of determining whether Minimum Security Cover is being maintained: (i) only the principal amounts outstanding under the Identified Receivables shall be

	taken into consideration; (ii) the principal amounts outstanding under any of the Identified Receivables, which are overdue for more than 60 (Sixty) days, shall not be taken into consideration; (iii) all cashflows due on the Identified Receivables, which are scheduled to be payable on and from the date falling 1 (One) month prior to the expiry of the Scheduled Redemption Date, shall be excluded; (iv) all cash collected towards the Identified Receivables and available with the SPV Trust (in the event Company is not able to make available additional receivables meeting the Eligibility Criteria that can be acquired by the SPV Trust utilising the monies available with it to meet the Minimum Security Cover in terms of the Trust Deed) shall also be taken into consideration for testing whether the Minimum Security Cover is being maintained; (v) if the principal amounts outstanding under the Identified Loan Agreements overdue for more than 30 (Thirty) days exceeds 5% (Five Percent) of the total principal outstanding under the Identified Loan Agreements, then the entire principal amounts pertaining to all the Identified Loans which are overdue for a period of more than 30 (Thirty) days, will not be taken into consideration for testing whether the Minimum Security Cover is being maintained; and (vi) principal amounts outstanding under the Identified Receivables from restructured loans (including loans restructured in terms of RBI circular issued vide notification no. DOR.No.BP.BC/3/21.04.048/2020-21 dated August 06, 2020) shall not be considered for testing whether the Minimum Security Cover is being maintained. The Company shall ensure that the Minimum Security Cover is maintained till the Final Settlement Date. Each of the loans, under which the Identified Receivables are due and payable, shall meet the criteria, as agreed under the Debenture Documents, at the time of acquisition by the SPV Trust. All additional receivables purchased by the SPV Trust from the Company in terms of the Assignment Documents, shall also form part of the 'Identified Receivables', on and from the date of such purchase, subject to complying with the criteria referred to above.
Transaction Documents	Shall mean collectively: (i) the Assignment Documents; and (ii) the Debenture Documents.
Conditions Precedent to Pay-In	The Company shall have ensured the following conditions precedent: 1. The Company shall have submitted the following to the Debenture Trustee: (a) Certified true copy of the constitutional documents (Memorandum of Association, Articles of Association and Certificate of Incorporation) of the Company.

	(b) Certified true copies of the special resolutions of the shareholders of the Company under Sections 42 of the Act and under Section 180 of the Act (if applicable). (c) A certified true copy of the board of directors of the Company approving the issue of the non-convertible debentures on a private placement basis. (d) A certified true copy of the resolution of the board of directors / committee of directors of the Company approving the issue of the Debentures and creation of Security for the Debentures and approving the assignment of Identified Receivables and the Cash Collateral to the SPV Trust. 2. The Company shall have filed the resolutions (if applicable) in paragraphs 1 (b) and (c) above with the Registrar of Companies prior to issuing the Disclosure Document. 3. The Company shall have made all such relevant disclosures/intimations to the concerned stock exchanges with respect to raising of funds by way of issuance of Debenture as required under the regulations issued by SEBI and the Company shall ensure compliance with the regulations issued by SEBI and the Companies Act 2013 to be complied with prior to the issuance of the Debentures. 4. A certificate of the director of the Company certifying: (a) the absence of any event or circumstance that could reasonably be expected to have a material adverse effect on: (i) the business, condition (financial or otherwise), operations, performance or assets of the Company taken as a whole; (ii) the ability to perform their obligations under any Debenture Document by the Company; or (iii) the legality, validity or enforceability of any Debenture Document or the rights or remedies of the Debenture Trustee under any Debenture Document. (b) the issuance of Debentures in terms of Debenture Documents would not cause any borrowing limit binding on Company to be exceeded; (c) all relevant regulatory requirements have been or will be complied with prior to the Deemed Date of Allotment in relation to the issue of the Debentures; (d) all representations and warranties made under the Debenture Documents are true and correct as of the date of such certificate. 5. The Company shall have submitted to the Debenture Trustee / Debenture Holders all documents as may be

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	required for the purpose of meeting KYC requirements. 6. The Company shall have submitted to the Debenture Trustee / Debenture Holders the provisional rating rationale from the Rating Agency with respect to the rating in relation to the Debentures. 7. The Company shall have submitted to the Debenture Trustee, the audited financial statements (annual) for the financial year 2018-19 and for the financial year 2019-20. 8. The Company shall do all such acts to ensure that the Cash Collateral is provided in the form and manner set out in the Transaction Documents. 9. Payment of all legal and other fees. which are due and payable by the Company in connection with this transaction. 10. Intimation to all the lenders of the Company through email / letter explaining to them the structure of the Debenture issuance and the Security structure, in the format acceptable to the Debenture Trustee. 11. Execution of the Debenture Documents and the relevant Assignment Documents, in the form and manner acceptable to the Debenture Trustee. 12. Issuance of Disclosure Document and Private Placement Offer Letter, containing disclosures required in terms of the SEBI (ILDS) Regulations and the Companies Act. 13. Evidence that all the conditions precedent have been satisfied by the Company to the satisfaction of the Debenture Trustee and the receipt by the Debenture Trustee of a conditions precedent compliance certificate in this regard, in a form and manner acceptable to the Debenture Trustee.
Conditions Subsequent to the Date Deemed of Allotment	1. The Company shall ensure that the Debentures are listed and traded on the BSE within 20 (Twenty) days from the Deemed Date of Allotment of the Debentures; 2. The Company shall ensure that upon issuance of the Debentures, the allotment and the dematerialised credit of the same occurs within 2 (Two) days from the Deemed Date of Allotment; 3. Submission of a copy of the certificate from an independent chartered accountant within 10 (Ten) days from the date of creation of security confirming that the Identified Receivables provided as security meets the Minimum Security Cover. 4. Filing of appropriate charge form with the Registrar of Companies by the Company in respect of the Company Deed of Hypothecation within 30 (Thirty) days from the Deemed Date of Allotment; 5. Providing all required assistance to the Debenture Trustee for registration of hypothecation over the property over which the security interest is created in

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	terms of the Debenture Documents, with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) within 30 (Thirty) days from the Deemed Date of Allotment; 6. Filing of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 by the Company, with the registrar of companies, within 15 (Fifteen) days from the Deemed Date of Allotment; 7. The Company shall submit a legal opinion from the transaction legal counsel, Wadia Ghandy & Co., in such form and manner as mutually agreed; 8. A certificate by an independent chartered accountant certifying the Purpose of the proceeds of the Debentures, to be submitted within 20 (Twenty) days from the Deemed Date of Allotment. 9. The Company shall ensure that it receives the final rating of 'AA+(CE)' in respect of the Debentures, and submits the final rating letter to the Debenture Trustee within 30 (thirty) days from the Deemed Date of Allotment. 10. A written confirmation from the Company within 120 (One Hundred and Twenty) days from the Deemed Date of Allotment that no responses have been received by the Company on the intimation made by the Company to its lenders as set out in the conditions precedent or responses (if any) received from any lender have been shared with the Debenture Trustee and Debenture Holders and have been resolved by the Company to the satisfaction of the Debenture Holders.
Trigger Events	If one or more of the events specified herein happen(s), the same shall constitute a "**Trigger Event**": 1. Failure on the part of the Company to satisfy all or any part of payments in relation to the Debentures on the Pre-Trigger Expected Payout Dates; 2. Failure by the Company to deposit the Identified Receivables received by it from the Identified Obligors, in the SPV Account on or prior to the relevant Deposit Date, in accordance with the terms of the Assignment Documents; 3. The rating of the Company is downgraded to 'BBB+' or below by any rating agencies or any rating agency classifies the Company as 'Issuer not co-operating', provided that in the event there are multiple ratings for the Company, the lowest of all available ratings shall be considered; 4. The rating of the Debentures is downgraded to 'AA-(CE)' or below by any of the rating agencies, provided that in the event there are multiple ratings for the Debentures, the lowest of all available ratings of the Debentures shall be considered;

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	5. The Tier I capital adequacy ratio of the Company as set out in the Debenture Trust Deed, falls below 18% (Eighteen Percent); 6. If the Leverage Ratio (computed in the manner as will be set out in the Debenture Trust Deed) is above 5 (Five) times; 7. The Non-Performing Loan Ratio (computed in the manner as will be set out in the Debenture Trust Deed) crossing (i) 7.5% (Seven Decimal Point Five Percent) till March 2021; (ii) 7% (Seven Percent) during April 2021 to March 2022; (iii) 6% (Six Percent) thereafter; 8. Change in Promoters of the Company; 9. If the aggregate equity shareholding (on a fully diluted basis) of Mr. Rajendra Kumar Setia, an Indian resident, aged 51 years, with PAN no. AGWPS0094A, and residing at 2 Cha 12, Jawahar Nagar, Jaipur – 302004 Rajasthan (**"Promoter"**) in the Company (either directly or indirectly) falls below 35% (Thirty Five Percent); 10. Change / removal of the Managing Director of the Company; 11. If in relation to the Company, there is cumulative asset liability mismatch (as filed with RBI) in any time buckets upto 1 (one) year. For the purposes of arriving at such mismatch: (i) it shall be assumed that that all put options available under any Financial Indebtedness availed by the Company will be exercised, (ii) it shall be assumed that open ended resets available under any Financial Indebtedness availed by the Company will be made, and (iii) any bank credit lines which have been sanctioned but not drawn by the Company will not be taken into consideration; 12. Failure of the Company to comply with any of the covenants set out under any of the Debenture Documents (other than breach of any certified covenant, set out under any of the Debenture Documents) or under any of the Assignment Documents (the breach of which, if capable of being remedied, has not been remedied to the satisfaction of the Debenture Trustee, within a maximum period of 30 (Thirty) days from its occurrence); 13. Any or all of the representations and warranties provided by the Company under any Debenture Document or any of the Assignment Documents, being untrue, incomplete, incorrect or misleading; 14. The Company fails to comply with any of the covenants set out under any documents executed in relation to non-convertible debentures or for availing of any loan or under any of the assignment documents entered into by the Company, which gives the respective lenders the right to call an event of default or accelerate redemption such that amounts pursuant to acceleration is either individually or in total, more than 5% (Five Percent) of AUM;

15. The Company is unable or admits in writing its inability to pay its Financial Indebtedness as they fall due;
16. If any other indebtedness of the Company to any other lender is not paid when due and the same is declared as an event of default by such lender.
17. Any application for commencement of insolvency proceedings of the Company has been filed under the Insolvency and Bankruptcy Code, 2016, which has not been dismissed within 5 (Five) days from the date of filing of such application;
18. Any corporate action, legal proceedings or other procedure or step is taken in relation to the Company (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution), in relation to:
    (i) the suspension of payments, a moratorium of any indebtedness, winding-up, insolvency, dissolution, administration or reorganisation of the Company with an intention of winding up or liquidating or declaring insolvent the Company (by way of voluntary arrangement, scheme of arrangement or otherwise); or
    (ii) a composition, compromise, assignment or arrangement with any creditor of the Company; or
    (iii) the appointment of a liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company or any of its assets.
19. It is or becomes unlawful for the Company to perform any of its obligations under the Debenture Documents including relating to the Outstanding Amounts and/or the Security;
20. Failure to maintain the Minimum Security Cover;
21. The Company repudiates a Debenture Document to which it is a party or evidences an intention to repudiate Debenture Documents to which it is a party;
22. The Company is in default in relation to servicing obligations undertaken by it with respect to the direct assignment transactions or securitisation transactions wherein the Company is the originator of loans assigned/securitised;
23. If one or more legal or governmental proceedings have been initiated against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Company's ability to perform its obligations undertaken in terms of the Debenture Documents, if either the reliefs sought under such legal or governmental proceedings initiated against the Company or the claims made against the Company are granted;

	24. Any expropriation, attachment, sequestration, distress or execution affects any assets of the Company which has a material adverse effect on their ability to comply with its payment obligations under the Debenture Documents. 25. Revocation of operating licenses or other authorisations of the Company; 26. The Company ceasing or threatening to cease to carry on its respective business or changing its business in breach of the terms of the Debenture Trust Deed; 27. Any event or any series of events occur, which, in the sole opinion of the Debenture Trustee, might have a Material Adverse Effect. 28. If the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect; 29. Occurrence of any Event of Default; 30. Occurrence of any Seller's Event of Default; 31. If any court of law or any regulatory authority holds that the transfer of Assets from the Company to the SPV Trust is not a valid assignment and transfer and that the Assets therefore will continue to belong to the Company; 32. Any change in Applicable Law which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), would invalidate the assignment of the Identified Receivables to the SPV Trust. For the said purpose; provided that for triggering the said event, the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be entitled to require the Company to promptly obtain a legal opinion, in the manner as will be set out in the Debenture Trust Deed. 33. The occurrence of any SPV Trigger Events shall be a Trigger Event, where: (i) such SPV Trigger Event has occurred on account of any act or omission to act of the SPV Trustee (in the opinion of the Majority Debenture Holders), the Parties shall first attempt to replace the SPV Trustee and if the SPV Trustee is not replaced (to the satisfaction of the Debenture Holders) within a period of 15 (Fifteen) days from the date of occurrence of such events, the same would be treated as a Trigger Event; (ii) an SPV Trigger Event has occurred which is not within the control of the SPV Trustee, the same would be treated as a Trigger Event.
Consequences of Trigger Event	Upon the occurrence of any Trigger Event: 1. Within 10 (Ten) Business Days from the occurrence of any Trigger Event, the Company shall ensure that all the NACH/ECS/Direct Debit arrangement of the Identified Loans shall be modified such that the scheduled instalments with respect to the Identified Loans are directly deposited into the SPV Account;

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Note:

	2. The Debenture Trustee's approval shall be required for the Company to declare any dividends, or make any other distributions to the holders of common equity; 3. The Coupon Rate shall stand increased in accordance with point (ii) of "Step Up/ Step Down Coupon Rate" under paragraph 5.23 herein without the need for any further act or deed of the Parties; 4. The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be deemed to have invoked the guarantee provided by the SPV Trustee; 5. The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be entitled to enforce the charge over the Company Hypothecated Property and/or the Assets, including by way of sale/disposal of the Assets to any Person or by way of liquidation of the Assets and applying the proceeds thereof for meeting the payments to the Debenture Holders; 6. The Debenture Trustee shall be entitled to appoint a Nominee Director or an Observer on the board of the Company in accordance with the terms of the Debenture Trust Deed; 7. The Company shall make payment of Default Interest; 8. The Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be entitled to appoint an alternate collection / servicing agent in relation to the Identified Receivables; and 9. The Debenture Trustee's consent shall be required for all enforcement related and recovery related actions to be taken in connection with the Identified Receivables. Post the occurrence of any Trigger Event, if the Minimum Security Cover falls below the required threshold, the Company shall immediately prepay the Outstanding Amounts in relation to the Debentures to the extent such that the Minimum Security Cover is met, by depositing such Outstanding Amounts into the Debenture Holder Account.
Accelerated Redemption Event and Consequences	1. Post the occurrence of any Trigger Event, in the event that the Company in its capacity as the servicer of Identified Receivables, fails to deposit the collections pertaining to the Identified Receivables into the SPV Account within the timelines set out in the Assignment Documents, for 4 (Four) consecutive weekly instalments for any reason whatsoever or the Minimum Security Cover falls below 1 (One) time, it shall automatically be considered to be an accelerated redemption event without the requirement of any further action from the Debenture Trustee or the SPV Trustee (**"Accelerated Redemption Event"**).

	2. Upon the occurrence of the Accelerated Redemption Event, all the Outstanding Amounts shall become due and payable by the Company within 30 (Thirty) calendar days from the date of the Accelerated Redemption Event and the Company shall deposit all the Outstanding Amounts into the Debenture Holder Account as required by the Debenture Trustee, within the abovementioned timeline, which monies shall be utilised towards redemption of the Debentures.
Events of Default (including manner of voting/conditions of joining Inter Creditor Agreement)	If one or more of the events specified herein happen(s), the same shall constitute an "**Event of Default**": 1. Failure on the part of the Company to make payment of all or any part of Outstanding Amounts, on the Scheduled Redemption Date. 2. A Trigger Event has occurred and the Debentures have not been entirely redeemed after utilising proceeds received from liquidation of the Identified Receivables and the Cash Collateral. 3. At the discretion of the Debenture Trustee (acting on instructions of the Debenture Holders), the following: i. Post occurrence of a Trigger Event, in case the Identified Receivables are not deposited into the SPV Account for 2 (two) consecutive instalments for any reason whatsoever within the timelines stipulated in the payment mechanism agreed between the parties and the Company has made a payment default in relation to any of its Financial Indebtedness as they fall due; or ii. Failure of the Company to repay all Outstanding Amounts within 30 (Thirty) calendar days from the date of occurrence of the Accelerated Redemption Event; iii. Any attachment, expropriation, sequestration, distress, governmental order, invalidity or unlawfulness of structure affecting the Assets and resulting in SPV Material Adverse Effect; or 4. Dissolution of SPV Trust without the prior consent of the Debenture Trustee.
Consequences of Events of Default	On and at any time after the occurrence of an Event of Default, the Debenture Trustee shall: 1. declare that all or part of the Outstanding Amounts be immediately due and payable; 2. exercise all the rights available to the Debenture Trustee and / or Debenture Holder(s) pursuant to a Trigger Event 3. if so directed by the Majority Debenture Holder(s), enforce the Security in accordance with the terms of the Transaction Documents; 4. exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law. The Debenture Trustee shall, acting on the instructions of the Majority Debenture Holders, have the right to enter

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	into any inter-creditor agreement or any other agreements under the stressed asset framework issued by RBI or under any other mechanism or prescription of RBI in respect of resolution/restructuring of stressed assets.
Creation of recovery expense fund	SEBI has issued *vide* circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 ("**SEBI REF Circular**"), the guidelines/ instructions in relation to creation of Recovery Expense Fund ("**REF**") in order to enable the debenture trustees to take prompt action for enforcement of security in case of 'default' in listed debt securities to be used in the manner decided in the meeting of the holders of debt securities. The Company will create and maintain a Recovery Expense Fund as per the provisions of the regulations issued by SEBI and the SEBI REF Circular, as amended form time to time, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any Governmental Authority under Applicable Law in respect of creation/maintenance of the Recovery Expense Fund, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Trustee (who shall forthwith forward them to the Debenture Holders) and shall also cause the same to be registered, where necessary. Details: The Company shall within the timelines prescribed under the SEBI REF Circular create REF in relation to the Issue, by deposit of an amount equal to 0.01% of the Issue size subject to maximum of Rs. 25 lakhs towards REF with BSE in such form as prescribed under the SEBI REF Circular. Purpose: In the event of default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement of security and shall inform the same to BSE. BSE will release the amount lying in the REF to the Debenture Trustee within 5 working days of receipt of such intimation. The REF will be refunded to the Issuer in accordance with the SEBI REF Circular.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to paragraph 5.25 of this Disclosure Document. Also refer to the details provided in section '**Accelerated Redemption Event and Consequences**', '**Consequences of Trigger Event**', '**Consequences of Events of Default**' of this paragraph 5.23

Provisions related to Cross Default Clause	Not applicable
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders. All actions to be taken by the Debenture Trustee shall be on the express instructions from the Debenture Holders. Any payment made by the Company to the Debenture Trustee, for the benefit of the Debenture Holders, shall discharge the Company to the Debenture Holders.
Risk factors pertaining to the issue	Please refer to Section 3 of this Disclosure Document
Governing Law and Jurisdiction	Subject to the terms of the Debenture Documents, the Debentures will be governed by and construed in accordance with the laws of India and the courts in Mumbai shall have non-exclusive jurisdiction to determine any dispute arising in relation to the Debentures.

1. If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.

2. The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.

3. 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.

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

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

6. In the event of any conflict between the terms set out herein and the Debenture Trust Deed, the terms of the Debenture Trust Deed shall prevail.

5.24 Undertakings – Creation of Security

The Company hereby confirms that the Secured Property over which charge is created / proposed to be created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) to secure the obligations of the Company in relation to the Debentures, are free from any encumbrances

5.25 Covenants of the Issue

(a) Certified Covenants

(i) The Company shall maintain a capital adequacy ratio of (i) Tier I Capital (as defined by RBI under the relevant prudential guidelines applicable to the Company) to (ii) aggregate of risk weighted assets on-balance sheet and risk adjusted value of off-balance sheet items, of at least 18% (Eighteen Percent) during the term of the Debentures; provided that in the event the minimum ratio prescribed by RBI is higher than the ratio stipulated hereinabove, the Company shall ensure compliance with such higher ratio;

(ii) The Company shall ensure that its Non-Performing Loan Ratio (computed in the manner as will be set out in the Debenture Trust Deed) shall not exceed (i) 7.5% (Seven Decimal Point Five Percent) till March 2021; (ii) 7% (Seven Percent) during April 2021 to March 2022; (iii) 6% (Six Percent) thereafter.

(iii) The Company shall ensure that the Leverage Ratio (computed in the manner as will be set out in the Debenture Trust Deed) shall not be above 5 (Five) times;

(b) **Information Covenants**

The Company hereby undertakes the following information covenants:

(i) The Company undertakes to:

A. submit to the Debenture Trustee, its duly audited annual accounts, within 120 (One Hundred and Twenty) days from the close of its accounting year.

B. submit to the Debenture Trustee on a quarterly basis, within 45 (forty five) days from the end of every financial quarter (i) the accounts of the Company for the said financial quarter, and (ii) certificates signed by: (A) director or the Chief Financial Officer of the Company; and (B) independent chartered accountant, confirming the Company's compliance with paragraph 5.25(a) above on the basis of the consolidated and standalone balance sheet of the Company for the relevant financial quarter.

C. submit a report to the Debenture Trustee on a quarterly basis, within 45 (forty five) days from the end of every financial quarter, containing the following particulars:

(I) Updated list of names and addresses of the Debenture Holders;
(II) Details of unpaid due payments, to be made, but unpaid and reasons for non-payment thereof;
(III) The number and nature of grievances received from the Debenture Holders and (a) resolved by the Company, or (b) unresolved by the Company and the reasons for the same;
(IV) A statement that the assets of the Company which are available by way of security in relation to the Debentures are sufficient to discharge the claims of the Debenture Holders as and when they become due

D. submit the monthly report to the Debenture Trustee, in accordance with the terms of the Transaction Documents, setting out inter alia details of amounts collected in relation to the Identified Receivables during the preceding month, and details of maintenance of Minimum Security Cover (including any shortfall).

E. submit periodical status/ performance reports within 7 (Seven) days of the relevant board meeting or within 45 (Forty Five) days of the respective quarter whichever is earlier.

F. such other information in relation to the Security / Secured Property that the Debenture Trustee may reasonably request (in a format which shall be provided by the Debenture Trustee from time to time) for the purpose of quarterly diligence by the Debenture Trustee to monitor the asset cover and shall also submit to the Debenture Trustee a certificate from the director/ managing director of the Company on quarterly basis, certifying the value of the Identified Receivables as agreed in the Debenture Documents.

G. a certificate from the statutory auditor of the Company on a half-yearly basis, regarding maintenance of Minimum Security Cover, certifying the value of the Identified Receivables and compliance with the covenants set out in the Disclosure Document, at the respective half year ends as per the requirement of SEBI in the relevant circular, in the format acceptable to the Debenture Trustee or prescribed by SEBI, along with the half-yearly financial results.

H. forward/ intimate the following to the Debenture Trustee promptly:
   (I) a copy of annual report at the same time as it is issued along with a copy of certificate from the Company's auditor in respect of utilisation of funds during the implementation period of the project for which the funds have been raised. In case the Debentures are issued for financing working capital or general corporate purposes or for capital raising purposes, copy of the auditor's certificate may be submitted at the end of each Financial Year till the funds have been fully utilised or the purpose for which these funds were intended has been achieved;
   (II) any revision in the rating assigned to the Debentures;
   (III) any default in timely payment of interest or redemption amounts or both in respect of the Debentures;
   (IV) failure to create the Security;
   (V) all covenants of the issue (including side letters, accelerated payment clause, etc.).

I. submit to the Debenture Trustee, till the Final Settlement Date, its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information such as Statement of Profit and Loss, Balance Sheet and Cash Flow Statement and Audited Qualifications, if any, within the timelines as stipulated in simplified listing agreement issued by SEBI as may be amended from time to time;

J. submit such other disclosure to the Debenture Trustee as may be required under the SEBI (Issue and Listing of Debt Securities) Regulations 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any quarterly and half-yearly reporting/disclosures required therein, and other Applicable Laws;

(ii) The Company shall provide / cause to be provided information in respect of the following promptly and no later than 2 (Two) Business Days from the occurrence of such event:

A. Notify the Debenture Trustee in writing of any of any proposed change in the nature or scope or the business or operations of the Company or the entering into any agreement or arrangement by any person, other than in the normal course of business, that may materially affect the assets and liabilities of the Company, prior to the date on which such action is proposed to be given effect;

B. Notify the Debenture Trustee of any major change in the composition of the board of directors of the Company;

C. Notify the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.

D. Notify the Debenture Trustee in writing of any legal proceeding pending or threatened, investigation, regulatory notices or judicial orders against any of the Company, or any dispute between the Promoters and/or any Governmental Authority, or in relation to the security interest in relation to the Debentures, which could result in a Material Adverse Effect or affecting the Secured Property;

E. Notify the Debenture Trustee in writing of any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company;

F. Notify the Debenture Trustee in writing of any one or more events, conditions or circumstances that exist or have occurred that has, had or could reasonably be expected to have a Material Adverse Effect;

G. Notify the Debenture Trustee in writing of any event which constitutes an Event of Default or Trigger Event or of circumstances existing which could give rise, with the passage of time or otherwise, to an Event of Default or Trigger Event, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;

H. Notify the Debenture Trustee in writing of any change in shareholding of the Company;

I. Notify the Debenture Trustee of any change to the constitutional documents of the Company;

J. Notify the Debenture Trustee in writing of any proposal by any Governmental Authority to acquire compulsorily the Company, or any part of the security herein or any part of the Company's assets (whether or not constituting an Event of Default);

K. Notify the Debenture Trustee of prepayment or notice of any prepayment in respect of any Financial Indebtedness of the Company

(c) **Affirmative Covenants**

The Company undertakes and covenants that the Company shall until the Final Settlement Date:

(i) keep proper books of account and keep the said books of account and all other books, registers and documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Secured Property, the other security interest in relation to the Debentures and the Debentures shall, upon notice and during the regular working hours of the Company be open for inspection of the Debenture Trustee and such person or persons, as the Debenture Trustee shall, from time to time, for that purpose appoint, and the Debenture Trustee or such person or persons so appointed shall be entitled to take copies or extracts of the registers of the company available for inspection.

(ii) permit the Debenture Trustee and such person, as the Debenture Trustee shall from time to time for that purpose appoint, to enter into or upon and to view and inspect the state and condition of all the Secured Property, with prior written notice of 7 (Seven) days to the Company, together with all records, registers relating to the Secured Property.

(iii) give to the Debenture Trustee any information, relating to the business, property and affairs of the Company, pursuant to a monitoring or servicing request of the Debenture Holders.

(iv) keep the Secured Property in a proper condition.

(v) punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable including in relation to the Secured Property and when required by the Debenture Trustee produce the receipts for such payments and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Secured Property;

(vi) utilise the funds raised through the Issue solely towards the Purpose and shall not utilise the funds raised through the Issue or any part thereof directly/indirectly towards capital markets (debt and equity), land acquisition or other uses that are restricted for bank financing by the RBI.

(vii) ensure compliance with corporate governance and fair practices code prescribed by the RBI;

(viii) obtain, comply with and maintain all consents / licenses / authorisations as may be necessary for performing its obligations in relation to this Issue and for its business.

(ix) perform all of its obligations under the terms of the applicable Debenture Documents and maintain in full force and effect each of the Debenture Documents to which it is a party.

(x) maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing such monies being used for money laundering or illegal purposes.

(xi) execute all such deeds, documents and assurances and do all such acts and things as the Debenture Trustee may reasonably require for exercising the rights under these presents and the Debentures or for effectuating and completing the Security intended to be hereby created and shall from time to time and at all times after the Security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurance, acts, and things as the Debenture Trustee may require for facilitating realisation of the Secured Property and in particular the Company shall execute all transfers, conveyances, assignments and assurance of the Secured Property whether to the Debenture Trustee or to their nominees and shall give all notices and directions which the Debenture Trustee may think expedient.

(xii) at all times act and proceed in relation to its affairs and business in compliance with Applicable Law including inter alia the provisions of the Act, the listing agreement and the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 or any successor regulation thereto in force from time to time, in so far as they are applicable to the Debentures and shall furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable the Debenture Trustee to comply with the provisions of Regulation 15 of the SEBI (Debenture Trustees) Regulations, 1993 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures.

(xiii) promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance with this clause. At the request of any Debenture Holder(s), the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holder(s) representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holder(s).

(d) **Negative Covenants**

The Company undertakes and covenants the following negative covenants:

(i) The Company shall not, without the prior consent of the Debenture Trustee, create or attempt to create any charge over the Secured Property.

(ii) In the event of the occurrence of an Event of Default or a Trigger Event, the Company shall not, without the prior consent of the Debenture Trustee and until the Company has paid or made satisfactory provision for the payments (including the principal amount and Coupon) due on the Debentures in any year, declare any dividend to the shareholders of the Company, or make any other distributions to the holders of common equity.

(iii) The Company shall not, without the prior consent of the Debenture Trustee, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction

(iv) The equity shareholding (on a fully diluted basis) of the Promoter in the Company (directly or indirectly) shall not fall below 35% (Thirty Five Percent) without the prior consent of the Debenture Trustee;

(v) The Company will not purchase or redeem any of its issued shares or reduce its share capital without the prior consent of the Debenture Trustee.

(vi) The Company shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect, without the prior consent of the Debenture Trustee.

(vii) Any sale of assets/business/division by the Company that has the effect of exiting the business or re-structuring of the existing business, shall not be undertaken without the prior consent of the Debenture Trustee.

(viii) The Company shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without the prior consent of the Debenture Trustee.

(ix) The Company shall not wind up, liquidate or dissolve its affairs unless such liquidation takes place in connection with a merger, consolidation or any other form of combination of the Company with another company and the resulting entity or company assumes all obligations with respect to the Debentures.

(x) The Company shall not, without the prior consent of the Debenture Trustee, sell, transfer or otherwise dispose of all or substantially all of its assets other than in the normal course of business of the Company.

(xi) The Company shall not enter into any compromise or arrangement or settlement with any of its secured creditors that would prejudicially affect the interests of the Debenture Holders without the prior consent of the Debenture Trustee.

(xii) The Company shall not enter into any transactions with a Related Party without the prior consent of the Debenture Trustee.

(xiii) The Company shall not amend or modify the Assignment Documents, without the prior consent of the Debenture Trustee.

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

SECTION 7: 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.

7.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The 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.

7.2 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/EFT/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 debit corporate action.

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

7.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend 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. All actions by the Debenture Trustee shall be taken on the express instructions from the Debenture holders. 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 Documents, at the cost of the Issuer.

7.4 Sharing of Information

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

7.5 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.

7.6 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 as set out below:

(a) Creating of any additional security; and
(b) Amendment to the terms and conditions of the Debentures or the Transaction Documents.

7.7 Right to accept or reject Applications

The Board 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.

7.8 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 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 or 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, 3 (three) Business Days after posting; (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 or (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).

7.9 Issue Procedure

Only Eligible Investors (as given hereunder) 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.

All payments in in respect of the Debentures shall be made by the Issuer into the bank account so specified by the applicant. The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP Platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as investor on the said platform (as a one time exercise) and also complete the mandatory KYC verification process. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

Details of size of the Issue including green shoe option, if any	Rs. 25,00,00,000/- (Rupees One Hundred and Fifty Crores only) (with green shoe option of an amount upto Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores Only))
Electronic Book Platform	BSE
Bid opening and closing date	Bid opening date: November 18, 2020; and Bid closing date: November 18, 2020
Minimum Bid lot	10 (Ten) Debentures i.e. Rs. 1,00,00,000/- (Rupees One Crore only) and in the multiples of 1 (One) Debenture thereafter i.e. Rs. 10,00,000/- (Rupees Ten Lakh only).
Manner of bidding in the Issue	Closed Bidding
Manner of allotment in the Issue	Uniform Yield Allotment
Manner of settlement in the Issue	Pay-in of funds through ICCL.
Settlement cycle	T+1, where T refers to the date of bid opening date / issue opening date

Process flow of settlement:

Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Information Memorandum along with have been issued by the Issuer and who have submitted/shall submit the application form (**"Successful Bidders"**), shall make pay-in of subscription monies in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out below, on or before 10:30 a.m. on the Deemed Date of Allotment:

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

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

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

The pay-in by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the Registrar to the Issue and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the Registrar to the Issue, the Registrar to the Issue shall provide corporate action file along with all requisite documents to the Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Name of Bank	RBL BANK LIMITED
IFSC Code	RATN0000088
Account number	409001042376
Name of beneficiary	ESS KAY FINCORP LIMITED

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Guidelines.

7.10 Application Procedure

Potential investors will be invited to subscribe by way of the Application Form prescribed in the Disclosure Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive) and by filling out Part - B of the Private Placement Offer Letter. Subject to the EBP Guidelines, 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.

7.11 Fictitious Applications

All fictitious applications will be rejected.

7.12 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, allotment shall be made on a "yield time" priority basis in accordance with EBP Guidelines. 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.

7.13 Payment Instructions

The pay-in of subscription monies in respect of the Debentures by the Successful Bidder shall be made in accordance with the procedure set out in paragraph 7.9 above.

7.14 Eligible Investors

The following categories of investors, when 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 ("**Eligible Investors**"):

a) Financial Institutions: registered under the Applicable Laws in India which are duly authorized to invest in Bonds;
b) Insurance companies
c) Provident, Gratuity, Pension & Superannuation Funds
d) Regional Rural Banks
e) Mutual Funds
f) Companies, Bodies Corporate authorized to Invest in bonds
g) Trusts, Association of Persons, Societies registered under the Applicable Laws in India which are duly authorized to invest in bonds
h) FPIs
i) Individuals
j) Scheduled Commercial Banks
k) Co-operative Bank
l) Partnership Firms
m) HUF through Karta
n) Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures.

Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the Electronic Platform called the "EBP Platform" under the EBP Guidelines or any other successive arrangement/platform mandated by SEBI, only those Persons Out of the aforesaid categories of investors, who have been specifically named in the "List of Eligible Investors" as placed before and approved by the Board and who are registered on the EBP Platform and eligible to make bids for Debentures of the Company and to whom allocation is to be made by the Company pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Guidelines and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013 (as amended from time to time), to whom the Company shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Company with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Guidelines) specifically mapped by the Company on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the Company, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.

Although above investors are eligible to apply however only those investors, who are individually addressed through direct communication by the Company/ Sole Arranger, are eligible to apply for the Debentures. No other person may apply. Hosting of the Information Memorandum on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI (ILDS) Regulations read with the EBP Guidelines. Eligible Investors should check their eligibility before making any investment.

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.

7.15 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.

7.16 Depository Arrangements

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

7.17 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.

7.18 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.

7.19 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.

7.20 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) Certified true copy of the 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)

7.21 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 cheque/EFT/RTGS.

7.22 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtain legal representation, from a court in India having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

7.23 Mode of Payment

All payments must be made through NEFT/RTGS/Cheque/ Fund Transfer as set out in the Application Form.

7.24 Effect of Holidays

In the event that any of the Expected Payout Dates falls on a day that is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment or determination, as the case may be. In the event that the date for performance of any event or the Maturity Date falls on a day that is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for that payment or the date for performance of such event.

7.25 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 Agent 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.

If any payments under this Issue is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Company shall be required legally to make any payment for Tax from the sums including coupon / interest payable under the Issue in terms of the Transaction Documents, (**"Tax Deduction"**), the Company shall make such Tax Deduction and shall simultaneously pay to the Debenture Holders such additional amounts as may be necessary in order that the net amounts received by the Debenture Holders after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holders in the absence of such Tax Deduction.

7.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialised form within 5 (Five) 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 a maximum of 5 (Five) Business Days from the Deemed Date of Allotment or such period as is permissible under Applicable Law.

7.27 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 November 19, 2020 by which date the Investors would be intimated of allotment.

7.28 Record Date

The Record Date will be 7 (Seven) calendar days prior to any date on which on which any payment is to be made by the Company/ the Debenture Trustee to the Debenture Holders in accordance with the terms of the Debentures.

7.29 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.

7.30 Interest on Application Money

The Company shall be liable to pay the Debenture Holders interest on application money, at the Coupon Rate for the period commencing from the credit of the subscription monies in respect of the Debentures in the account of the ICCL, in accordance with the EBP Guidelines and ending on the date falling 1 (One) day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders on the first Pre-Trigger Expected Payout Date.

7.31 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.

7.32 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 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 that 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. Provisions in respect of 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 8: 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 the 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: Abhinav Gupta
Title: Assistant Manager – Finance
Date: November 13, 2020
Place: Jaipur

ANNEXURE I: TERM SHEET

As provided in Paragraph 5.23 above.

ANNEXURE II: PROVISIONAL RATING LETTER FROM THE RATING AGENCY

ICRA ICRA Limited

CONFIDENTIAL

Ref: AHM/2020-21/230
November 12, 2020

Mr. Atul Arora
Chief Financial Officer
Ess Kay Fincorp Limited,
G 1-2, New Market, Khasa Kothi,
Jaipur-302006

Dear Sir,

Re: ICRA Provisional rating for the proposed Rs. 150.00-crore Non-convertible Debentures of Ess Kay Fincorp Limited (Transaction Structure included in Annexure I)

Please refer to your Rating Agreement dated November 09, 2020 and RRF No. AHM/2020-21/033 dated November 09, 2020 executed between ICRA Limited ("ICRA") for assigning ratings to the proposed Non-convertible Debentures (NCDs) of your company. The Rating Committee of ICRA, after due consideration, has assigned a **Provisional [ICRA]AA+(CE)** (pronounced as Provisional ICRA double A plus Credit Enhancement) rating to the captioned NCDs*. The outlook on the long-term rating is **Stable** The letters CE, in parenthesis, suffixed to the rating symbol stand for 'credit enhancement'. A CE rating is specific to the rated issue, its terms and structure. CE ratings do not represent ICRA's opinion on the general credit quality of the issuers concerned. This rating is based on the transaction structure provided for the proposed Rs. 150.0 crore NCDs, which is included in Annexure I.

The rating assigned is provisional as of now (as denoted by the symbol 'Provisional' prefixed to the rating symbol) and is subject to the fulfilment of all conditions under the structure (as summarized in the Annexure I) and review of final documentation pertaining to the NCDs rated by ICRA, besides the executed actions/documentation being in line with ICRA's expectations and receipt of the confirmation of compliance from the lender/trustee. The final rating may differ from the provisional rating in case the completed actions/documentation are not in line with ICRA's expectations.

The provisional rating assigned by ICRA will remain valid for the next 180 days from date of issuance of this letter. You are requested to update ICRA as soon as the pending actions/ documentation are completed and share documentary proof for ICRA's review.

As per its policy, ICRA is reviews the provisional rating periodically and converts the provisional rating into the final rating if the pending actions/ documentations have been completed in line with ICRA's expectations. In case the pending actions/ documentation are not completed within the validity period, and/ or are not in line with ICRA's expectations, ICRA reviews the provisional rating as per its policy [Refer to ICRA's website ww icra.in for details of the policy followed by ICRA to assign provisional ratings].

ICRA shall not be held responsible for non-compliance with any of the stipulated terms and conditions as well as any errors or misrepresentations of facts made by the entity or the lender

In any of your publicity material or other document wherever you are using our above rating, it should be stated as **"Provisional [ICRA]AA+(CE) (Stable)"**. We request you to provide your acceptance on the above ratings by sending a duly signed, stamped and dated copy of this letter to us latest by November 18, 2020. In case you do not communicate your acceptance/ non-acceptance of the assigned rating, or do not appeal against the assigned rating by the aforesaid date, the rating will be treated by us as non-accepted and shall be disclosed on ICRA's website accordingly. This is in accordance with requirements prescribed by the Securities and Exchange Board of India ("SEBI") vide SEBI circular dated June 30, 2017.

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* *For viewing complete rating scale and definitions, refer to ICRA's website www icra.in or other ICRA Rating Publications*

Electric Mansion, 3rd Floor
Appasaheb Marathe Marg
Prabhadevi, Mumbai-400025

Tel. : +91.22.61693300
CIN : L74999DL1991PLC042749

Website : www.icra.in
Email : info@icraindia.com
Helpdesk : +91.9354738909

Registered Office : 1105, Kailash Building, 11th Floor, 26 Kasturba Gandhi Marg, New Delhi - 110001. Tel. : +91.11.23357940-45

RATING • RESEARCH • INFORMATION

ESS KAY FINCORP LIMITED

ICRA

The rating without explicit credit enhancement stands at [ICRA]A- (pronounced ICRA A minus).

Any intimation by you about the above rating to any banker/lending agency/government authorities/stock exchange would constitute use of the ratings by you and shall be deemed acceptance of the rating.

The rating is subject to the company and the Trustee ensuring compliance with the structure submitted to ICRA and the conditions / payment mechanism mentioned in Annexure I and is specific to the terms and conditions of the captioned NCDs as was indicated to us by you. Any change in the terms or size of the same would require the rating to be reviewed by us. If there is any change in the terms and conditions of the structure or size of the captioned NCDs, as above, the same must be brought to our notice. If there is any such change after the rating is assigned by us and accepted by you, it would be subject to our review and may result in change in the rating assigned.

ICRA reserves the right to review and/or, revise the above rating at any time on the basis of new information or unavailability of information or such other circumstances, which ICRA believes, may have an impact on the rating assigned to you. The ratings, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold the debt instruments issued by you.

As mentioned above and in accordance with the aforesaid SEBI circular, you are requested to furnish a monthly 'No Default Statement (NDS) (in the format enclosed) on the first working day of every month, confirming the timeliness of payment of all obligations against the rated debt programme. You are requested to forthwith inform us about any default or delay in repayment of interest or principal amount of the instrument rated, as above, or any other debt instruments/ borrowing and are also requested to keep us informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-schedulement or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / investor(s).

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold instruments issued by you

Further, you are requested to inform us immediately as and when the borrowing limit for the instrument/loan facility rated, as above, or as prescribed by the regulatory authority (ies) is exceeded.

Should you require any clarifications, please do not hesitate to get in touch with us. We thank you for your kind co-operation during the course of the rating exercise. We look forward to your communication and assure you of our best services.

With kind regards

Yours Sincerely

For ICRA Limited

Digitally signed by ABHISHEK DAFRIA
Date: 2020.11.12 23:06:34 +05'30'

Abhishek Dafria
Vice President and Group Head - Structured Finance
abhishek.dafria@icraindia.com

ESS KAY FINCORP LIMITED

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CATALYST
Believe in yourself... Trust us!

CL/MUM/20-21/DEB/487

November 10, 2020

To,
Ess Kay Fincorp Limited
G 1-2, New Market, Khasa Kothi,
Jaipur, Rajasthan - 302001

Dear Sir,

Consent to act as Trustee for Listed, Secured, Redeemable Non-Convertible Debentures aggregating upto Rs. 150 Crores to be issued by your Company.

This is with reference to the discussions in respect of appointment of Catalyst Trusteeship Limited to act as Debenture Trustee for the Listed, Secured, Redeemable Non-Convertible Debentures upto Rs.150 Crores to be issued by your Company. In this connection, we are agreeable to act as Trustee on the terms and conditions as mutually agreed between the Trustee and the Company.

The Company and the Trustee shall enter into relevant trustee agreements and other necessary documents for the aforesaid issue of NCDs and also agrees & undertakes to comply with the provisions of the SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 and the Listing Agreement pursuant thereto to be executed with Bombay Stock Exchange(BSE)/ National Stock Exchange(NSE), the RBI Circular No. RBI/2012-13/560 dated June 27, 2013, the Companies Act, 2013 and any other applicable statutes, regulations and provisions as amended from time to time.

The Company shall enter into Agreement with Trustee as required by Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993 thereby agreeing to create the security within three months from the date of closure of issue or in accordance with the Companies Act, 2013 or as per the provisions as prescribed by any regulatory authority as applicable and comply with the provisions of applicable laws.

We are also agreeable for inclusion of our name as trustees in the Company's offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required.

For Catalyst Trusteeship Limited

We accept the above terms.
For Ess Kay Fincorp Limited

For ESS K[illegible]

Authorized Signatory

Authorized Signatory Authorised Signatory

CATALYST TRUSTEESHIP LIMITED [illegible]

ESS KAY FI[illegible] LIMITED

ANNEXURE IV: APPLICATION FORM

ESS KAY FINCORP LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994; **CIN:** U65923RJ1994PLC009051
Registered Office: G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan
Telephone No.: +91 141 4734016
Website: www.skfin.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF UPTO 250 (TWO HUNDRED AND FIFTY) RATED LISTED SENIOR SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF ESS KAY FINCORP LIMITED OF RS. 10,00,000/- (RUPEES TEN LAKH ONLY) EACH OF THE AGGREGATE NOMINAL VALUE OF UP TO RS. 25,00,00,000/- (RUPEES TWENTY FIVE CRORES ONLY) WITH A GREEN SHOE OPTION OF UP TO 1,250 (ONE THOUSAND TWO HUNDRED AND FIFTY) RATED, LISTED, SENIOR, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF RS. 10,00,000/- (RUPEES TEN LAKH ONLY) EACH, OF THE AGGREGATE NOMINAL VALUE OF UP TO RS. 125,00,00,000/- (RUPEES ONE HUNDRED AND TWENTY FIVE CRORES ONLY), FULLY PAID UP FOR CASH AT PAR TO THE FACE VALUE

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 Indian Clearing Corporation 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	

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 _____________

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.

The Company understands and accepts that the Applicants' intention to subscribe to the Issue is subject to (i) the absence of material adverse changes in the availability of currency hedging accessible to it between the Issue Opening Date and the Pay-in Date and (ii) the hedging price being acceptable to the Applicants.

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 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. 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 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.									

Received from ____

Address ____

____

Cheque/Draft/UTR # ______________ Drawn on ________________________________ for

Rs. ______________ on account of application of ____________________ Debenture

ANNEXURE V: LAST AUDITED FINANCIAL STATEMENTS

Ess Kay Fincorp Limited

Balance Sheet
as at March 31, 2020

(Amount in Rs. in lakhs)

Particulars	Note No.	As at March 31, 2020	As at March 31, 2019	As at April 1, 2018
ASSETS				
Financial assets				
Cash and cash equivalents	4	6,236.85	7,106.29	862.03
Bank balance other than cash and cash equivalents	5	37,144.94	21,938.88	3,053.86
Receivables				
Other receivables	6	0.30	2.65	23.84
Loans	7	285,081.84	179,337.97	107,927.33
Investments	8	15,856.90	1,504.60	511.72
Other financial assets	9	3,451.28	4,851.31	687.10
Total financial assets		345,571.35	214,741.70	112,866.19
Non-financial assets				
Current tax assets (Net)		93.09	31.33	31.33
Deferred tax assets (Net)	35	1,931.92	736.42	775.50
Property, plant and equipment	10	4,210.18	3,312.59	2,410.32
Capital work-in-progress	11	266.71	6.30	96.86
Intangible assets under development	12	87.80	-	-
Other intangible assets	13	50.55	59.43	27.01
Other non-financial assets	14	437.38	387.69	214.76
Total non-financial assets		7,072.64	4,433.76	3,555.81
Total assets		352,643.99	219,175.46	116,422.00
LIABILITIES AND EQUITY				
LIABILITIES				
Financial liabilities				
Derivatives financial instruments	15	545.00	250.90	137.39
Payables				
Trade payables				
(i) total outstanding dues of micro enterprises and small enterprises		-	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises		-	-	-
Debt securities	16	126,014.13	71,492.03	23,389.63
Borrowings (other than debt securities)	17	115,571.17	78,520.82	62,507.18
Subordinated liabilities	18	4,047.32	4,045.79	4,192.65
Other financial liabilities	19	7,101.67	7,607.07	5,012.00
Total financial liabilities		253,279.29	161,916.61	95,238.85
Non-financial liabilities				
Current tax liabilities (Net)		301.68	6.15	340.96
Provisions	20	740.03	578.85	358.96
Deferred tax liabilities (Net)	35	-	-	
Other non-financial liabilities	21	289.84	389.38	222.86
Total non-financial liabilities		1,331.55	974.38	922.78
EQUITY				
Equity share capital	22	503.75	440.32	356.92
Other equity	23	97,529.40	55,874.83	19,903.42
Total equity		98,033.15	56,284.47	20,260.34
Total liabilities and equity		352,643.99	219,175.46	116,422.00
Significant accounting policies	1-3			

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

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

Ashwin Suvarna
Partner
ICAI Membership No. 109503

Place: Mumbai
Date: 16 June 2020

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

Rajendra Kumar Setia
(Managing Director)
DIN: 00257371

Shalini Setia
(Whole Time Director)
DIN: 02417024

Atul Arora
(Chief Financial Officer)

Anagha Bangur
(Company Secretary)

Place: Jaipur
Date: 16-June-2020

Ess Kay Fincorp Limited

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

(Amount in Rs. in lakhs)

	Particulars	Note No.	For the year ended March 31, 2020	For the year ended March 31, 2019
	Revenue from operations			
	Interest income	24	54,544.30	36,698.92
	Fees and commission income	25	1,951.52	958.34
	Net gain on fair value changes	26	752.94	-
(I)	Total revenue from operations		57,248.76	37,657.26
(II)	Other income	27	991.31	433.03
(III)	Total income (I+II)		58,240.07	38,090.29
	Expenses			
	Finance costs	28	23,248.45	14,337.63
	Net loss on fair value changes	29	-	20.61
	Impairment on financial instruments	30	8,997.78	4,407.56
	Employee benefit expenses	31	10,571.01	7,136.97
	Depreciation and amortization	32	817.53	604.33
	Other expenses	33	4,054.83	2,681.27
(IV)	Total expenses		47,689.60	29,188.39
(V)	Profit before tax (III-IV)		10,550.47	8,901.90
(VI)	Tax expense	35		
	(1) Current tax		3,874.32	2,526.68
	(2) Deferred tax		(1,177.52)	27.94
	Total tax expense		2,696.80	2,554.62
(VII)	Profit for the year (V-VI)		7,853.67	6,347.28
(VIII)	Other comprehensive income / (expenses)	35		
	Items that will not be reclassified to profit or loss			
	- Remeasurements of the defined benefit plans		8.02	(30.43)
	Sub-total		8.02	(30.43)
	Income tax relating to items that will not be reclassified to profit or loss		(2.02)	8.86
	Other comprehensive income/(expenses)		6.00	(21.57)
(IX)	Total comprehensive income for the year (VII+VIII) (comprising profit and other comprehensive income/(expenses) for the year)		7,859.67	6,325.71
(X)	Earnings per equity share	36		
	Basic (Rs.)		33.06	31.99
	Diluted (Rs.)		32.68	31.63

Significant accounting policies 1-3

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

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

Ashwin Suvarna
Partner
ICAI Membership No. 109503

Place : Mumbai
Date : 16 June 2020

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

Rajendra Kumar Setia
(Managing Director)
DIN - 00037374

Shalini Setia
(Whole Time Director)
DIN - 02817621

Atul Arora
(Chief Financial Officer)

Anagha Bangur
(Company Secretary)

Place : Jaipur

Ess Kay Fincorp Limited

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

(Amount in Rs. in lakhs)

Particulars	For the year ended March 31, 2020	For the year ended March 31, 2019
Cash flow from operating activities		
Profit before tax	10,550.47	8,901.00
Adjustments for		
(Profit) loss on sale of fixed asset	(0.36)	0.95
Finance cost incurred	21,834.69	11,345.03
Interest income accrued	(52,083.53)	(32,903.26)
Impact on derecognition of loans sold under direct assignment transaction	(1,037.21)	(1,301.60)
Net (gain) loss on FVTPL investments and derivatives	(752.94)	20.61
Impairment on financial instruments	8,997.98	4,107.56
Employee share based payment expenses	178.63	82.42
Depreciation and amortization	817.53	604.35
Operating cash flow before working capital changes	(11,504.74)	(8,343.80)
Adjustments for working capital changes:		
Decrease in trade receivables	2.35	21.19
Increase in loans	(109,346.15)	(73,240.63)
Decrease (Increase) in other financial assets	696.18	(2,423.04)
Increase in other non-financial assets	(69.60)	(152.93)
Increase (decrease) in other financial liabilities	(405.40)	[illegible]
Increase in provisions	169.20	189.40
Increase in other non-financial liabilities	10.46	116.52
Finance cost paid	(24,112.44)	(19,425.69)
Interest income received	48,100.26	29,399.92
Cash generated from operations	(96,469.97)	(61,202.14)
Direct taxes paid (net of refunds)	(3,640.55)	(2,861.49)
Net cash used in operating activities (A)	(100,110.52)	(64,130.63)
Cash flow from investing activities		
Purchase of property, plant and equipment, capital work in progress and other intangible assets	(2,163.44)	(1,363.32)
Proceeds from sale of property plant and equipment	14.34	13.62
Investments in fixed deposits	(85,032.03)	[illegible]
Proceeds from redemption of fixed deposits	75,427.89	[illegible]
Purchase of investments	(43,110.00)	[illegible]
Proceeds from redemptions of investments	29,255.03	[illegible]
Net cash used in investing activities (B)	(26,598.21)	(20,646.24)
Cash flow from financing activities		
Proceeds from issue of shares and securities premium	23,500.00	[illegible]
Debt securities issued	90,250.00	[illegible]
Debt securities repaid	(35,316.66)	[illegible]
Borrowings other than debt securities taken	87,230.01	35,867.08
Borrowings other than debt securities repaid	(40,124.06)	(20,056.87)
Net cash generated from financing activities (C)	125,539.29	91,321.11
Net increase/(decrease) in cash and cash equivalents (A+B+C)	(1,169.44)	6,514.24
Add: cash and cash equivalents as at the beginning of the year	7,406.29	862.05
Cash and cash equivalents as at the end of the year*	6,236.85	7,406.29
*Components of cash and cash equivalents		
Balances with banks	6,135.85	6,435.35
Fixed deposits on hand	31.32	[illegible]
Cash on hand	69.68	[illegible]
	6,236.85	7,406.29

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	4,00,32,268	3,50,01,000
(b) Reserves and surplus	4	5,50,50,13,950	2,02,79,18,175
		5,55,18,46,218	2,06,30,08,075
Non-current liabilities			
(a) Long-term borrowings	5	8,02,61,70,330	4,28,15,16,040
(b) Deferred tax liabilities (net)	12	-	-
(c) Other long-term liabilities	8	31,40,46,763	14,30,46,376
(d) Long-term provisions	7	10,24,80,047	5,94,11,321
		8,44,27,05,140	4,48,39,73,637
Current liabilities			
(a) Short-term borrowings	6	65,04,67,280	85,23,07,204
(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		29,05,63,327	30,37,50,323
(c) Other current liabilities	10	4,79,03,18,782	4,35,17,22,230
(d) Short-term provisions	7	19,85,97,470	15,52,50,730
		5,93,69,46,867	5,66,30,39,553
TOTAL		19,93,14,98,225	12,21,00,21,165
ASSETS			
Non-current assets			
(a) Fixed assets			
(i) Tangible assets	11	17,03,70,087	12,29,80,722
(ii) Intangible assets	11	59,42,876	27,93,701
(iii) Capital work-in-progress	11	9,20,502	50,80,434
(b) Non-current investments	15 (a)	4,66,66,756	4,80,66,766
(c) Deferred tax assets (net)	12	8,24,23,239	6,23,63,095
(d) Long-term loans and advances	17	9,91,72,08,630	6,09,92,84,238
(e) Other non-current assets	13	16,00,10,375	12,69,31,059
		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	2,06,143	23,04,111
(c) Cash and bank balance	16	2,77,60,60,680	29,37,15,247
(d) Short-term loans and advances	17	6,48,23,65,081	4,63,81,88,943
(e) Other current assets	18	16,98,64,404	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

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 - 02617624

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place: Jaipur
Date: May 03, 2019

ESS KAY FINCORP LIMITED

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

(Amount in Rs.)

Particulars	Note No.	For the year ended March 31, 2019	For the year ended March 31, 2018
Revenue from operations	19	3,49,34,20,320	2,20,83,67,225
Other income	20	15,59,25,685	6,49,12,101
Total Revenue		3,64,93,46,005	2,27,32,99,326
Expense:			
Employee benefit expenses	21	70,64,48,411	50,02,04,879
Finance costs	22	1,38,46,21,714	89,45,06,497
Depreciation and amortisation expenses	23	3,21,24,975	2,33,62,425
Provisions and write offs	24	29,18,00,049	21,68,79,313
Other expenses	25	47,74,40,526	30,91,01,175
Total expenses		2,89,44,35,676	1,94,40,54,289
Profit before tax		75,49,10,333	32,92,45,037
Tax Expenses			
a. Current tax		25,49,07,427	14,19,68,102
b. Deferred tax	12	(2,99,48,680)	(1,90,91,848)
c. Taxes for earlier year		76,49,612	(1,31,51,530)
Total tax expense		23,26,08,359	10,97,22,724
Profit for the year		52,23,01,974	21,95,22,313
Basic earnings per equity share (Face value Rs. 2 each)	26	28.32	16.05
Diluted earnings per equity share (Face value Rs. 2 each)	26	28.32	16.05
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 - 02817674

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

ESS KAY

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	32,82,45,037
Adjustment for		
Interest expenses	1,30,96,28,308	84,78,65,330
Interest income	(2,86,46,20,337)	(1,65,60,98,335)
Depreciation and amortization expenses	3,21,24,975	2,33,82,425
Provisions and write offs	29,18,00,049	21,68,79,313
Loss on sale of fixed assets	94,527	41,110
Provision for employee benefits	2,39,89,734	1,52,79,018
Gain on sale of investments	(4,18,052)	(7,95,599)
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	21,18,958	1,65,40,400
(Increase) / decrease in short-term loans and advances	(2,02,93,67,384)	(2,12,18,13,038)
(Increase) / decrease in long-term loans and advances	(3,21,78,11,794)	(3,00,31,20,509)
(Increase) / decrease in other non-current assets	(4,36,79,316)	1,47,45,491
(Increase) / decrease in other current assets	(1,17,22,637)	20,08,48,284
Increase / (decrease) in other current liabilities	(27,41,29,572)	22,38,62,496
Increase / (decrease) in other long-term liabilities	17,09,99,387	8,18,57,019
Increase / (decrease) in other short-term provisions	79,71,198	(1,199)
Increase / (decrease) in other long-term provisions	(20,00,683)	(18,14,553)
Increase/ (decrease) in bank deposits (having original maturity more than three months)	(1,83,14,92,970)	(4,84,88,306)
Interest paid	(1,07,38,34,761)	(81,99,73,600)
Interest received	2,89,45,89,501	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)	(28,65,12,688)	(11,58,67,540)
Net cash flow generated from / (used in) operating activities (A)	(6,14,76,64,714)	(4,18,41,52,553)
B Cash flow from investing activities		
Purchase of investments	(50,00,00,000)	-
Sale of investments	39,04,18,552	11,91,78,946
Purchase of fixed assets	(7,51,84,344)	(5,54,67,435)
Sale of fixed assets	13,92,592	4,70,000
Net cash flow generated from / (used in) investing activities (B)	(18,33,73,100)	6,41,81,511
C Cash flow from financing activities		
Proceeds from issue of share capital	1,09,40,256	80,21,000
Proceeds from share premium	2,96,55,95,812	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	(1,41,54,61,362)	(76,21,99,969)
Amount received from long-term borrowings	1,06,07,00,000	5,05,46,70,045
Repayment of long-term borrowings	(1,41,80,38,572)	(3,70,48,95,750)
Short-term borrowings (net)	(20,18,39,976)	39,25,90,225
Dividend tax paid	-	(251)
Net cash flow generated from / (used in) financing activities (C)	6,58,18,96,257	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

*Components of cash and cash equivalents		
Balances with banks	64,45,85,195	1,23,79,290
Fixed deposits (having original maturity less than 3 months)	79,07,887	30,22,401
Cash on hand	9,02,58,301	7,69,91,249
Total	74,27,61,383	9,18,92,940

As per our report of even date attached

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

Manoj Kumar Vijai
Partner
M. No.: 046882

Place: Jaipur
Date: May 03, 2019

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

Rajendra Kumar Setia
Managing Director
DIN- 00957374

Shalini Setia
Director
DIN - 02[illegible]17624

Atul Arora
Chief Financial Officer

Angha Balgur
Company Secretary

Place: Jaipur
Date: May 03, 2019

ESS KAY FIN

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

BALANCE SHEET AS AT 31st MARCH 2018

S. No.		PARTICULARS	NOTE NO.	AMOUNT AS AT 31-Mar-18	AMOUNT AS AT 31-Mar-17
I		EQUITY AND LIABILITIES			
	1	SHAREHOLDER'S FUNDS			
		SHARE CAPITAL	3	3,50,91,900	2,70,70,900
		RESERVES AND SURPLUS	4	2,02,79,16,175	83,50,41,022
		MONEY RECEIVED AGAINST SHARE WARRANTS		-	-
		TOTAL (1)		2,06,30,08,075	86,27,11,922
	2	SHARE APPLICATION MONEY PENDING ALLOTMENT		-	-
	3	NON-CURRENT LIABILITIES			
		LONG TERM BORROWINGS	5	4,28,15,15,840	3,01,97,50,023
		OTHER LONG-TERM LIABILITIES	6	11,53,28,821	6,13,80,357
		LONG-TERM PROVISIONS	7	5,57,28,209	3,03,23,938
		TOTAL (3)		4,45,25,72,870	3,11,14,63,916
	4	CURRENT LIABILITIES			
		SHORT TERM BORROWINGS	8	85,23,07,264	45,97,17,039
		OTHER CURRENT LIABILITIES	9	4 68,31,99,114	3,22,79,15,025
		SHORT TERM PROVISIONS	7	15,89,33,842	9,34,27,655
		TOTAL(4)		5,69,44,40,220	3,78,10,59,719
		TOTAL(1+2+3+4)		12,21,00,21,165	7,75,52,35,557
II		ASSETS			
	1	NON-CURRENT ASSETS			
		FIXED ASSETS			
		i) PROPERTY PLANT & EQUIPMENT	11 (a)	12,29,80,722	10,16,25,311
		ii) INTANGIBLE ASSETS	11 (b)	27,03,701	21,71,405
		iii) CAPITAL WORK IN PROGRESS	11 (C)	95,66,434	-
		iv) INTANGIBLE ASSETS UNDER DEVELOPMENT		-	-
		NON-CURRENT INVESTMENTS	14 (a)	4,05,60,785	-
		DEFERRED TAX ASSETS (NET)	10	6,23,63,905	4,32,72,147
		LONG-TERM LOANS AND ADVANCES	16	6,69,89,98,237	3,69,50,59,281
		OTHER NON-CURRENT ASSETS	12	9,70,61,357	14,08,76,550
		TOTAL(1)		7,04,04,57,232	3,98,38,04,694
	2	CURRENT ASSETS			
		CURRENT INVESTMENTS	14 (b)	-	16,50,50,103
		INVENTORIES		-	-
		TRADE RECEIVABLES	13	23,84,111	1,89,24,511
		CASH AND BANK BALANCE	15	29,37,15,247	55,42,57,843
		SHORT-TERM LOANS AND ADVANCES	16	4,40,35,78,200	2,08,60,43,993
		OTHER CURRENT ASSETS	17	40,98,86,375	38,51,54,353
		TOTAL(2)		5,16,95,63,933	3,77,14,30,863
		TOTAL(1+2)		12,21,00,21,165	7,75,52,35,557

Overview and significant accounting policies — 1 & 2

The accompanying notes are an integral parts of the financial Statements

As per our report of even date

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

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

Place : Jaipur
Date : 5th May, 2018

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

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

(SHALINI SETIA)
WHOLE TIME DIRECTOR
(DIN - 02317024)

(ATUL ARORA)
CHIEF FINANCIAL OFFICER

(ANAGHA BANGUR)
COMPANY SECRETARY

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

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

S. No.	PARTICULARS	NOTE NO.	FOR THE YEAR ENDED 31-Mar-18	FOR THE YEAR ENDED 31-Mar-17
	REVENUE			
I	Revenue from Operations	18	2,24,53,50,414	1,49,97,22,355
II	Other Income	19	2,79,48,912	7,23,38,478
III	TOTAL REVENUE (I+II)		2,27,32,99,326	1,57,20,60,833
IV	EXPENSES:			
	Employee Benefit Expenses	20	50,02,04,879	31,67,12,858
	Finance Cost	21	89,45,00,497	69,15,53,309
	Depreciation And Amortization Expenses	22	2,33,62,425	1,81,32,389
	Provisions and bad debts written off	23	13,76,23,009	5,59,92,000
	Other Expenses	24	38,83,56,679	30,34,45,638
V	TOTAL EXPENSES		1,94,40,54,289	1,38,38,38,152
VI	PROFIT BEFORE TAX (III-V)		32,92,45,037	18,82,22,681
VII	TAX EXPENSE			
	(1). CURRENT TAX		14,19,68,102	9,08,04,602
	(2). EARLIAR YEARS TAX		(1,31,51,530)	2,07,280
	(3). DEFERRED TAX		(1,90,91,048)	(2,55,74,891)
VIII	PROFIT AFTER TAX		21,95,22,313	12,29,85,600
XVI	EARNING PER EQUITY SHARE	25		
	(1). BASIC		754	600
	(2). DILUTED		764	454
	Nominal Value of Equity Shares		100	100

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

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

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

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

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

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

(ATUL ARORA)
CHIEF FINANCIAL OFFICER

(ANAGHA BANGUR)
COMPANY SECRETARY

Place : Jaipur
Date : 8th May, 2018

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

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

S. No	PARTICULARS	FOR THE YEAR ENDED 31-Mar-18		FOR THE YEAR ENDED 31-Mar-17	
1	CASH FLOW ARISING FROM OPERATING ACTIVITIES:				
	Profit Before Tax		32,92,45,037		18,87,22,681
	ADJUSTMENT FOR:				
	Depreciation and Amortisation		2,33,62,425		1,61,32,389
	Provisions and bad debts written off		13,76,23,809		5,59,92,000
	Loss on Sale of Fixed Assets		41,109		3,85,457
	Operating Profit before working capital Changes		49,02,72,380		26,07,33,427
	MOVEMENT IN WORKING CAPITAL CHANGES				
	(Increase) / Decrease in Trade Receivables		1,85,40,400		(66,76,346)
	(Increase) / Decrease in Short term Loans and Advances		(1,80,99,46,790)		(46,93,43,017)
	(Increase) / Decrease in Long term Loans and Advances		(3,00,28,34,510)		(1,26,15,72,078)
	(Increase) / Decrease in Other Non -Current Assets		4,36,25,193		(10,69,88,576)
	(Increase) / Decrease in Other Current Assets		(10,47,32,022)		(14,43,32,351)
	Increase / (Decrease) in Other Current Liability		27,94,71,781		32,31,15,998
	Increase / (Decrease) in Other Long term Liabilities		5,39,39,404		6,63,37,983
	Increase / (Decrease) in Other Short term provision		10,93,354		(1,26,895)
	Increase / (Decrease) in Other Long term provision		1,26,89,812		56,52,789
	Increase/(Decrease) in Bank Deposits(Having Maturity more than three months shown in Cash and Bank Balance)		(4,84,88,300)		5,81,84,633
	Cash generated from Operations before tax		(4,06,74,89,444)		(1,28,50,34,432)
	Net Taxes Paid	(11,58,67,640)	(11,58,67,540)	(6,65,06,083)	(6,65,06,083)
	Net Cash Flows from Operating activities (A)		(4,18,33,56,984)		(1,35,15,40,515)
2	CASH FLOW ARISING FROM INVESTING ACTIVITIES:				
	Purchase/Sale of Investments		11,83,83,377		(10,50,50,163)
	Acquisition of Property,Plant & Equipment,Intangible Assets and Capital Work In Progress		(5,54,07,435)		(6,98,23,914)
	Sale of Property,Plant & Equipment		4,70,000		9,94,000
	Net cash flow in cases of Investing Activities(B)		6,33,85,942		(23,38,80,077)
3	CASH FLOW ARISING FROM FINANCING ACTIVITIES				
	Amount received from issuance of Non Convertible Debentures		1,85,00,00,000		70,00,00,000
	Repayment of Non Convertible Debentures		(55,21,05,969)		(13,41,60,565)
	Amount received from long term borrowings		5,05,46,70,045		3,70,27,84,000
	Repayment of borrowings		(3,93,48,95,750)		(2,06,27,32,406)
	Short Term Borrowings (Net)		39,25,90,225		(27,33,65,690)
	Corporate dividend tax paid		(251)		(251)
	Equity shares issued		80,21,000		-
	Share Premium received (Net of issue expenses)		97,27,52,840		-
	Net Cash flow in cases of Financing Activities (c)		3,81,09,40,140		1,93,25,18,998
	Net Increase/(Decrease) in Cash and Cash equivalent (A+B+C)		(30,90,30,902)		34,72,98,406
	cash and cash equivalent as at the beginning of the year		40,09,23,842		5,36,25,436
	Cash and Cash Equivalent at the End of the year as per books		9,18,92,940		40,09,23,842
	Note: Cash and cash equivalents included in the Cash Flow Statement comprise of the following:-				
	i) Cash Balance on Hand		7,59,91,249		4,61,54,424
	ii) Balance with Banks :				
	-In Current Accounts		1,28,79,290		34,04,10,797
	-In Fixed Deposits(Having Maturity less than 3 Months)		30,22,401		1,43,58,621
	Total		9,18,92,940		40,09,23,842
	Summary of significant accounting policies	2			
	The accompanying notes are an integral parts of the financial Statements				
	As per our report of even date				

For S.S. Kothari Mehta & Co.
Chartered Accountants
Firm Reg. No. 0007[illegible]N

(HARISH GUPTA)
PARTNER
(M. No - 090336)

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

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

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

ESS KAY FINCORP LTD.

Sep 30, 2020
Limited Reviewed

B S R & Co. LLP
Chartered Accountants

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

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

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

The Board of Directors of
Ess Kay Fincorp Limited

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

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

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

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

B S R & Co. (a partnership firm with Registration No. BA61223) converted into B S R & Co. LLP (a Limited Liability Partnership with LLP Registration No. AAB-8181) with effect from October 14, 2013

Registered Office

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

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

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

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

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

ASHWIN S SUVARNA

Ashwin Suvarna
Partner
Membership No: 109503
UDIN: 20109503AAAADN1305

Place: Mumbai
Date: 5 November 2020

ESS KAY

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

Balance Sheet as at September 30, 2020

(Amount in Rs. in lakhs)

Particulars	As at September 30, 2020 Unaudited	As at March 31, 2020 Audited
ASSETS		
Cash and cash equivalents	4,250.09	6,236.85
Bank balance other than cash and cash equivalents	45,568.51	37,044.98
Receivables		
Other receivables	2.38	0.30
Loans	2,71,008.93	2,85,001.04
Investments	7,291.64	13,836.90
Other financial assets	2,187.04	3,451.28
Total financial assets	3,30,308.59	3,45,571.35
Non-financial assets		
Current tax assets (Net)	6.68	93.09
Deferred tax assets (Net)	2,484.34	1,931.92
Property, plant and equipment	4,591.69	4,210.18
Capital work-in-progress	236.60	266.72
Intangibles under development	13.68	82.80
Other intangible assets	58.00	50.55
Other non-financial assets	1,566.06	437.38
Total non-financial assets	8,957.05	7,072.64
Total assets	3,39,295.64	3,52,643.99
LIABILITIES AND EQUITY		
LIABILITIES		
Financial liabilities		
Derivatives financial instruments	569.94	545.00
Payables		
Trade payables		
(i) total outstanding dues of micro enterprises and small enterprises	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-
Debt securities	1,32,593.36	1,26,014.13
Borrowings (other than debt securities)	1,01,542.26	1,25,571.17
Subordinated liabilities	4,057.12	4,047.72
Other financial liabilities	6,758.40	7,201.67
Total financial liabilities	2,45,521.08	2,63,379.69
Non-financial liabilities		
Current tax liabilities (Net)	320.48	301.68
Provisions	583.10	740.03
Deferred tax liabilities (Net)	-	-
Other non-financial liabilities	199.68	349.84
Total non-financial liabilities	1,103.26	1,391.55
EQUITY		
Equity share capital	503.97	503.90
Other equity	92,167.33	87,368.85
Total equity	92,671.30	87,872.75
Total liabilities and equity	3,39,295.64	3,52,643.99

(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

ESS KAY FINCORP LIMITED
G 1-2, NEW MARKET, KHASA KOTHI, JAIPUR, RAJASTHAN - 302001
Email : info@skfin.in || Phone : 0141-4161300
CIN : U65923RJ1994PLC009051
Statement of profit & loss for the half year ended September 30, 2020

(Amount in Rs. in lakhs)

	Particulars	For the half year ended September 30, 2020 Unaudited	For the half year ended September 30, 2019 Unaudited	For the year ended March 31, 2020 Audited
	Revenue from operations			
	Interest income	30,360.15	24,077.02	54,544.50
	Fees and commission income	590.55	1,038.49	1,951.52
	Net gain on fair value changes	259.25	4.53	752.94
(I)	Total revenue from operations	31,209.95	25,120.04	57,248.96
(II)	Other income	485.33	591.68	991.31
(III)	Total income (I+II)	31,695.28	25,711.72	58,240.27
	Expenses			
	Finance costs	14,192.57	10,619.18	23,248.45
	Net loss on fair value changes	24.94	7.87	-
	Impairment on financial instruments	3,768.27	4,930.22	8,997.98
	Employee benefit expenses	5,375.51	4,715.27	10,571.01
	Depreciation and amortization	613.33	277.93	817.53
	Other expenses	1,353.73	1,485.12	4,054.83
(IV)	Total expenses	25,328.35	22,035.59	47,689.80
(V)	Profit before tax (III-IV)	6,366.93	3,676.13	10,550.47
(VI)	Tax expense			
	(1) Current tax	2,123.44	996.93	3,874.32
	(2) Deferred tax	(534.83)	(126.69)	(1,177.52)
	Total tax expense	1,588.61	870.24	2,696.80
(VII)	Profit for the year (V-VI)	4,778.32	2,805.89	7,853.67
(VIII)	Other comprehensive income / (expenses)			
	Items that will not be reclassified to profit or loss			
	- Remeasurements of the defined benefit plans	(69.93)	46.70	8.02
	Sub-total	(69.93)	46.70	8.02
	Income tax relating to items that will not be reclassified to profit or loss	17.60	(12.14)	(2.02)
	Other comprehensive income/(expenses)	(52.33)	34.56	6.00
(IX)	Total comprehensive income for the year (VII+VIII) (comprising profit and other comprehensive income/(expenses) for the year)	4,725.99	2,840.45	7,859.67
(X)	Earnings per equity share#			
	Basic (Rs.)	18.96	12.19	33.00
	Diluted (Rs.)	18.80	12.19	32.68

Earnings per share for the interim period is not annualized

ESS KAY FINCORP LIMITED

Notes:

1) The Company is a systemically important non-deposit taking Non-banking financial Company ("NBFC") as defined under Section 45-IA of the Reserve Bank of India (RBI) act, 1934

2) The financial results for the six months ended September 30, 2020 have been reviewed by the Audit Committee at it's meeting held on November 4, 2020 and approved by the Board of Directors at its meeting held on November 5, 2020. The report is being filed with the Bombay Stock Exchange Limited ("BSE") and is also available on the Company's website www.skfin.in.

3) In compliance with Regulation 52 of the Securities Exchange Board of India (SEBI) (Listing Obligations and Disclosure Requirements) Regulations, 2015, a 'Limited Review' of financial results for the half year ended September 30, 2020 and September 30, 2019 have been carried out by the Statutory Auditors of the Company

4) The financial results has been prepared in accordance with recognition and measurement principles laid down in the Indian Accounting Standard 34 "Interim Financial Reporting" ('Ind AS 34') as prescribed under Section 133 of the Companies Act, 2013 ('the Act') read with the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time, and other accounting principles generally accepted in India

5) Other equity include Statutory Reserve as per Section 45-IC of Reserve Bank of India Act, 1934, balance in securities premium, Employee stock option reserve and retained earnings

6) In accordance with the Board approved moratorium policy read with the Reserve Bank of India (RBI) guidelines dated March 27, 2020, April 17, 2020 and May 23, 2020 relating to 'COVID-19-regulatory package', the Company has granted moratorium up to six months on the payment of installments falling due between March 1, 2020 and August 31, 2020 to the eligible borrowers. For the accounts where moratorium benefit was granted, the staging as 30 September 30, 2020 is based on the days past due status considering the benefit of moratorium period. The Company continues to recognize interest income during the moratorium period and in the absence of other credit risk indicators, the granting of a moratorium period does not result in accounts becoming past due and automatically triggering stage 2 or stage 3 classification criteria

Further, the Company holds provisions as at September 30, 2020 against the potential impact of COVID-19 based on the information available at this point in time. The extent to which the COVID-19 pandemic will impact the Company's financial performance is dependent on future developments, which are highly uncertain. The impact of the global health pandemic may be different from that estimated at the date of approval of these financial results and the Company will continue to closely monitor any material changes to future economic conditions.

7) The Government of India, Ministry of Finance, vide its notification dated October 23, 2020, had announced COVID-19 Relief Scheme for grant of ex-gratia payment of difference between compound interest and simple interest for six months to borrowers in specified loan accounts ("the Scheme"), as per the eligibility criteria and other aspects specified therein and irrespective of whether RBI moratorium was availed or not. The Company has commenced working on the operational aspects of the Scheme. On the basis of the initial assessment made by the Company, the implementation of the Scheme does not have a material impact on the income statement of the Company

8) Disclosure as required under RBI notification no. RBI/2019-20/220 DOR.No.BP.BC.63/21.04.048/2019-20 dated April 17, 2020 on COVID-19 Regulatory Package - Asset Classification and Provisioning

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

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

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

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

9) The Secured listed Non-Convertible Debentures of the Company are secured by first pari passu mortgage of immovable property situated at Chennai, Tamilnadu and first and exclusive charge on receivables of the Company by way of hypothecation to the extent of minimum 100% times of the amount outstanding.

10) In terms of the requirement as per RBI notification no. RBI/2019-20/170DOR(NBFC).CC.PD.No.109/22.10.106/2019-20 dated March 13, 2020 on Implementation of Indian Accounting Standards, Non-Banking Financial Companies (NBFCs) are required to create an impairment reserve for any short fall in impairment allowances under Ind AS 109 and Income Recognition, Asset Classification and Provisioning (IRACP) norms (including provision on standard assets). The impairment allowances under Ind AS 109 made by the Company exceeds the total provision required under IRACP (including standard asset provisioning), as at September 30, 2020 and accordingly, no amount is required to be transferred to impairment reserve.

11) The Company is not a large corporate as per the criteria given under SEBI circular SEBI/HO/DDHS/CIR/P/2018/144 dated November 26, 2018 and hence the disclosure in respect of said circular is not applicable.

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

Rajendra Kumar Setia

Rajendra Kumar Setia
Managing Director
DIN 00957374

Place Jaipur
Date 5 November 2020

ESS KAY FINCORP LIMITED

ANNEXURE VI: EXPECTED PAYOUT SCHEDULE

Pre-Trigger Expected Payout Dates for expected Coupon and principal payments	Principal Outstanding (in Rupees) (per Debenture)	Principal Amount (in Rupees) (per Debenture)	Coupon Amount (in Rupees) (per Debenture)	Cash Flows (in Rupees) (per Debenture)
19-Nov-20	10,00,000			-10,00,000
25-Dec-20	9,72,222.22	27,777.78	9,665.75	37,443.53
25-Jan-21	9,44,444.44	27,777.78	8,092.09	35,869.87
25-Feb-21	9,16,666.66	27,777.78	7,860.88	35,638.66
25-Mar-21	8,88,888.88	27,777.78	6,891.32	34,669.10
25-Apr-21	8,61,111.10	27,777.78	7,398.48	35,176.26
25-May-21	8,33,333.32	27,777.78	6,936.07	34,713.85
25-Jun-21	8,05,555.54	27,777.78	6,936.07	34,713.85
25-Jul-21	7,77,777.76	27,777.78	6,488.58	34,266.36
25-Aug-21	7,49,999.98	27,777.78	6,473.67	34,251.45
25-Sep-21	7,22,222.20	27,777.78	6,242.47	34,020.25
25-Oct-21	6,94,444.42	27,777.78	5,817.35	33,595.13
25-Nov-21	6,66,666.64	27,777.78	5,780.06	33,557.84
25-Dec-21	6,38,888.86	27,777.78	5,369.86	33,147.64
25-Jan-22	6,11,111.08	27,777.78	5,317.66	33,095.44
25-Feb-22	5,83,333.30	27,777.78	5,086.45	32,864.23
25-Mar-22	5,55,555.52	27,777.78	4,385.39	32,163.17
25-Apr-22	5,27,777.74	27,777.78	4,624.05	32,401.83
25-May-22	4,99,999.96	27,777.78	4,251.14	32,028.92
25-Jun-22	4,72,222.18	27,777.78	4,161.64	31,939.42
25-Jul-22	4,44,444.40	27,777.78	3,803.65	31,581.43
25-Aug-22	4,16,666.62	27,777.78	3,699.24	31,477.02
25-Sep-22	3,88,888.84	27,777.78	3,468.04	31,245.82
25-Oct-22	3,61,111.06	27,777.78	3,132.42	30,910.20
25-Nov-22	3,33,333.28	27,777.78	3,005.63	30,783.41
25-Dec-22	3,05,555.50	27,777.78	2,684.93	30,462.71
25-Jan-23	2,77,777.72	27,777.78	2,543.23	30,321.01
25-Feb-23	2,49,999.94	27,777.78	2,312.02	30,089.80
25-Mar-23	2,22,222.16	27,777.78	1,879.45	29,657.23
25-Apr-23	1,94,444.38	27,777.78	1,849.62	29,627.40
25-May-23	1,66,666.60	27,777.78	1,566.21	29,343.99
25-Jun-23	1,38,888.82	27,777.78	1,387.21	29,164.99
25-Jul-23	1,11,111.04	27,777.78	1,118.72	28,896.50
25-Aug-23	83,333.26	27,777.78	924.81	28,702.59
25-Sep-23	55,555.48	27,777.78	693.61	28,471.39
25-Oct-23	27,777.70	27,777.78	447.49	28,225.27
19-Nov-23	-	27,777.78	186.45	27,964.23

In the event of occurrence of a Trigger Event, the Coupon and the principal amount of the Debentures will be expected to be prepaid on a weekly basis and the above expected payout schedule will be revised setting out the Post-Trigger Expected Payout Dates and the expected payments to each Debenture Holder.